

**REGULAR PIQUA CITY COMMISSION MEETING**  
**TUESDAY, AUGUST 2, 2016**  
**7:30 PM**  
**COMMISSION CHAMBER – 2<sup>nd</sup> FLOOR**  
**201 WEST WATER STREET**  
**PIQUA, OHIO 45356**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**ANNOUNCEMENTS:**

**RESIDENCE PRIDE AWARDS:**

|                            |                         |
|----------------------------|-------------------------|
| Katie & Josh Maxwell       | 917 Young Street        |
| Deb Ruemmele & Stacy Stang | 621 Caldwell Street     |
| Tonya Bair                 | 428 S. Roosevelt Avenue |
| Beverly & Clark Brown      | 321 Boone Street        |
| Sarah Johnson              | 1515 Nicklin Avenue     |

**REGULAR CITY COMMISSION MEETING**

**CONSENT AGENDA**

1. **APPROVAL OF MINUTES**

Approval of the minutes from the June 16, 2016 Piqua City Commission Work Session , the July 14, 2016 Piqua City Commission Worksession and the Regular City Commission Meeting of July 19, 2016

**OLD BUSINESS**

2. **ORD. NO. 11-16 (2<sup>nd</sup> Reading)**

An Ordinance to levy special assessments to pay for the cost of nuisance abatement assessment

**NEW BUSINESS**

3. **RES. NO. R-92-16**

A Resolution authorizing the City Manager to enter into a right of entry and indemnity agreement with CSX Transportation, Inc. for the painting of the CSX Railroad Bridge over US Route 36

4. **RES. NO. R-93-16**

A Resolution awarding a contract to APBN, Inc. for the painting of the CSX Railroad Bridge over E. Ash Street

5. **RES. NO. R-94-16**

A Resolution imposing a moratorium for a period of one hundred and eighty days on the granting of any permit allowing retail dispensaries, cultivators, or processors of medical marijuana within the City of Piqua, Ohio and declaring an emergency

**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**

**PIQUA CITY COMMISSION WORK SESSION MINUTES**  
**Thursday, June 16, 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 Martin, Terry, and Vogt. Absent: Wilson.

Moved by Commissioner Martin, seconded by Commissioner Vogt, to excuse Commissioner Wilson from the Piqua City Commission Meeting of June 16, 2016. Voice vote, Aye: Martin, Terry, Vogt, and Hinds. Nay, None. Motion carried unanimously.

**Piqua City Commission Work Session**

**Stormwater Legislation**

There was discussion on looking into possibly adding legislation against blowing grass into the streets in the code book. There are a large number of commercial mowers who are guilty of blowing the grass into the streets instead of sweeping it up. Also there seems to be as many residents blowing their grass clippings into the streets, which the grass and debris clogs up the storm sewer system.

Law Director Stacy Wall provided information regarding other communities that have considered the same type legislation. There are other issues involved with enforcing and witnessing the actual blowing of the grass into the streets. By blowing the grass into the streets it is also contributing to a build-up of debris in the storm sewer system, which causes additional problems.

After a lengthy discussion the Commissioners in attendance decided not to pursue legislation regarding cut grass being left in the streets. Commissioners decided they would like to pursue educating the public and large commercial property owners and mowing companies about the risks of clogging up the storm water system.

**Condemned Building Legislation**

City Manager Huff and Law Director Stacy Wall presented the idea of adding registration fees for buildings that the Piqua Health Department condemns that the owners of the condemned property would have to pay. This would hopefully inspire the property owners to either fix or sell the property. This would avoid from having a condemned piece of property sit unused and continue to deteriorate. It is taking valuable development space, stated City Manager Huff, and in some cases it may take actual legislation to encourage them to take some type of action.

Ms. Wall stated she researched and compiled an extensive list of cities in Ohio that already have legislation regarding vacant and/or condemned properties, with Norwood being one of them that has implanted a yearly registration fee for condemned properties. There are three residential properties in the City of Piqua that have been condemned with the order to either raze or repair. The city recently filed criminal charges against the owner of a property that has not taken any action in three years, in order to get the owner to act. City Manager Huff noted there are also commercial properties that while not been condemned have sat unused for numerous years, even decades.

The Commission stated they would like to see more information regarding possible new legislation to add onto existing legislation for condemned properties.

There was also discussion of possibly having property owners register their rental properties with the city in order to keep track of the correct people to contact if there is an issue with the property, and to make sure the property is safe for tenants. Ms. Wall stated for example the old Flesh Public Library that was recently condemned. Until the Piqua Police Department executed a drug-related search warrant there, the city was unaware of the number of people living there in deplorable conditions including electrical and plumbing issues.

Commissioners were hesitant to pursue the idea at this time. Mayor Hinds suggested hearing more information about what other cities do, and Commissioners Terry, Vogt, and Martin each indicated they wished to leave the idea of registering rental properties alone at this time.

Moved by Commissioner Martin, seconded by Commissioner Vogt, to adjourn from the Piqua City Commission Work Session at 8:35 P.M. Voice vote, Aye: Martin, Terry, Vogt, and Hinds. Nay, None. Motion carried unanimously.

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

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

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

**PIQUA CITY COMMISSION WORK SESSION MINUTES**  
**Thursday, July 14, 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 Martin and Terry. Absent: Wilson.

Moved by Commissioner Martin, seconded by Commissioner Terry, to excuse Commissioners Wilson and Vogt from the Piqua City Commission Meeting of July 14, 2016. Voice vote, Aye: Martin, Terry, and Hinds. Nay, None.

**Piqua City Commission Work Session**

**AMP Solar Project**

Power Systems Director Ed Krieger introduced Don Gruenemeyer and Aaron Teders of Sawvel and Associates, Inc.

Mr. Gruenemeyer provided a brief overview of Sawvel and Associates and what their role is in the project.

Mr. Gruenemeyer presented a power point presentation ( see power point presentation enclosed ) outlining the various reasons for using solar power in the City of Piqua.

Mr. Krieger also provided additional information on the Power Supply Background.

Commissioners asked several questions regarding the savings by using solar versus purchasing power on the open market.

After a brief discussion all Commissioner in attendance were in agreement to move forward with the Solar Project.

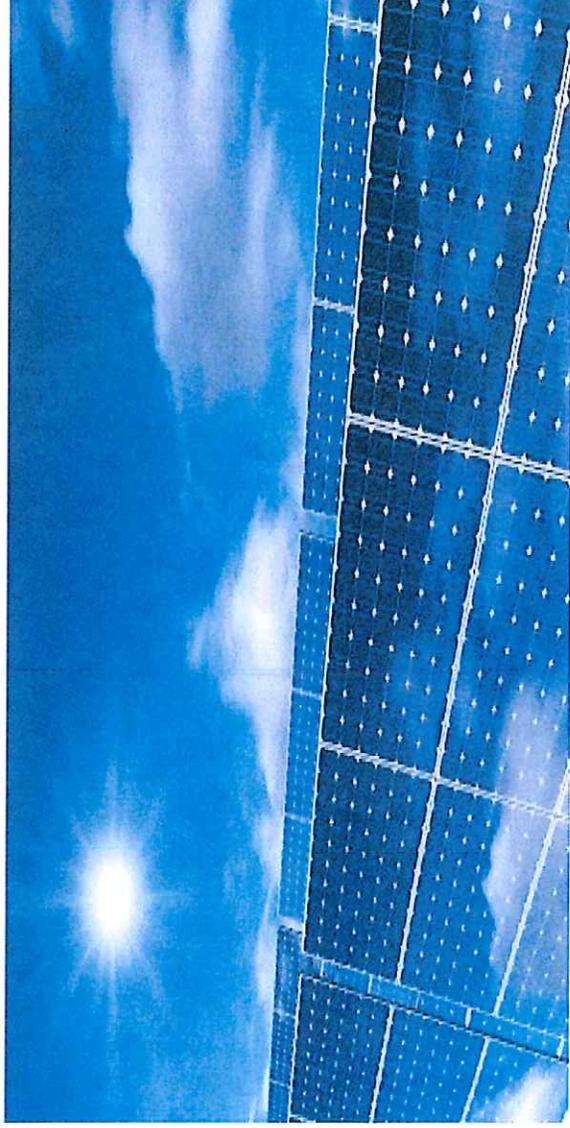
Moved by Commissioner Martin, seconded by Commissioner Terry, to adjourn from the Piqua City Commission Work Session at 8:45 P.M. Voice vote, Aye: Martin, Terry, and Hinds. Nay, None.  
Motion carried unanimously.

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

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

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

# **Evaluation of AMP Solar Project Phase II**



**Piqua Power System**

**July 14, 2016**

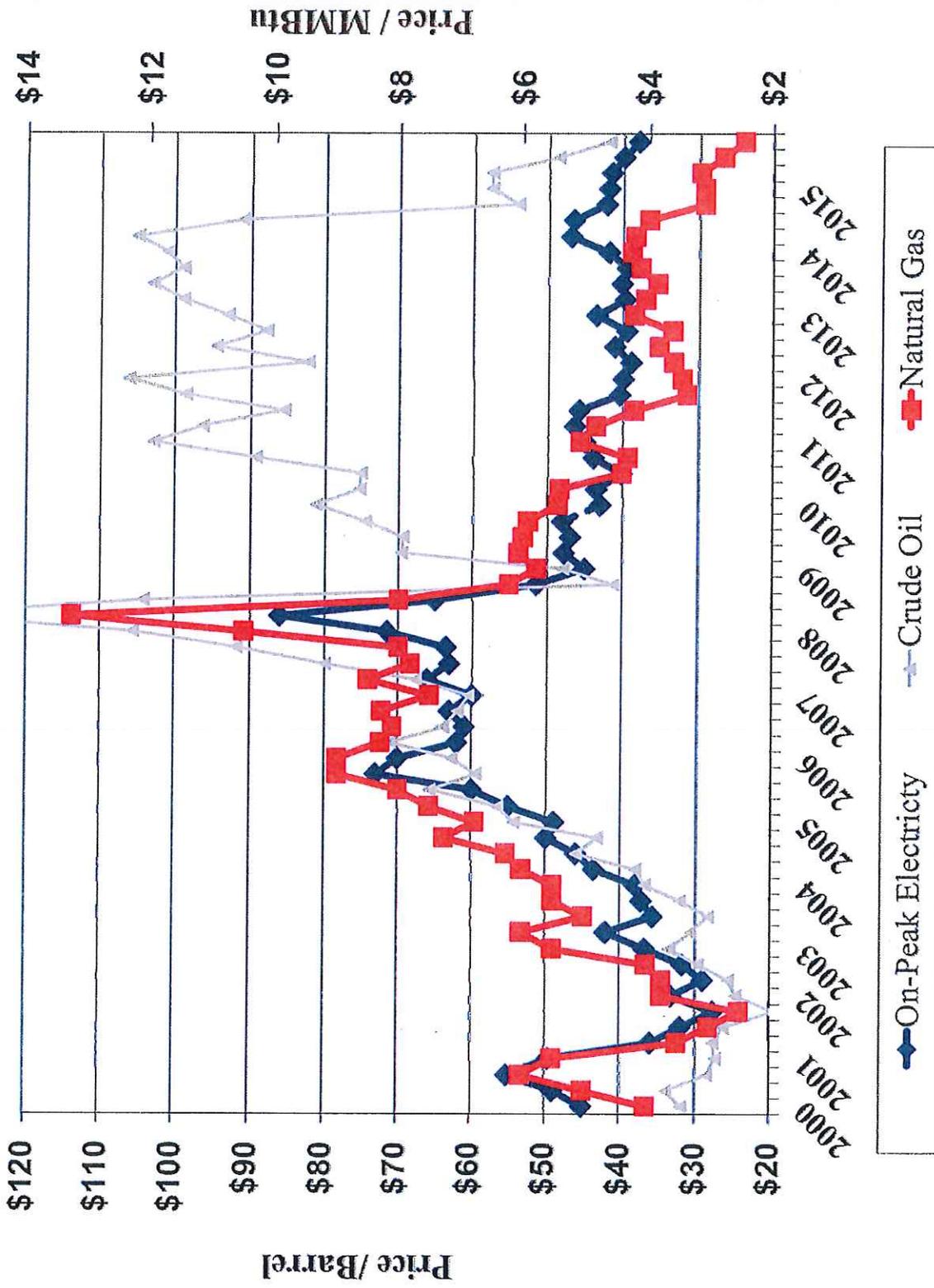
**Sawvel and Associates, Inc.**

# Piqua Power Supply Background

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- Deregulation – Open Access Transmission
- Volatile Energy Prices
- 1999 – \$9,000 per MWh Hourly Energy Prices
- 1997-2010 IOU's Would Not Enter Long Term Purchase Power Agreements
- 2002 Began Looking for Long Term Resources

# 12 Month Price of Wholesale Energy Commodities



# Piqua Power Supply Background (Cont.)

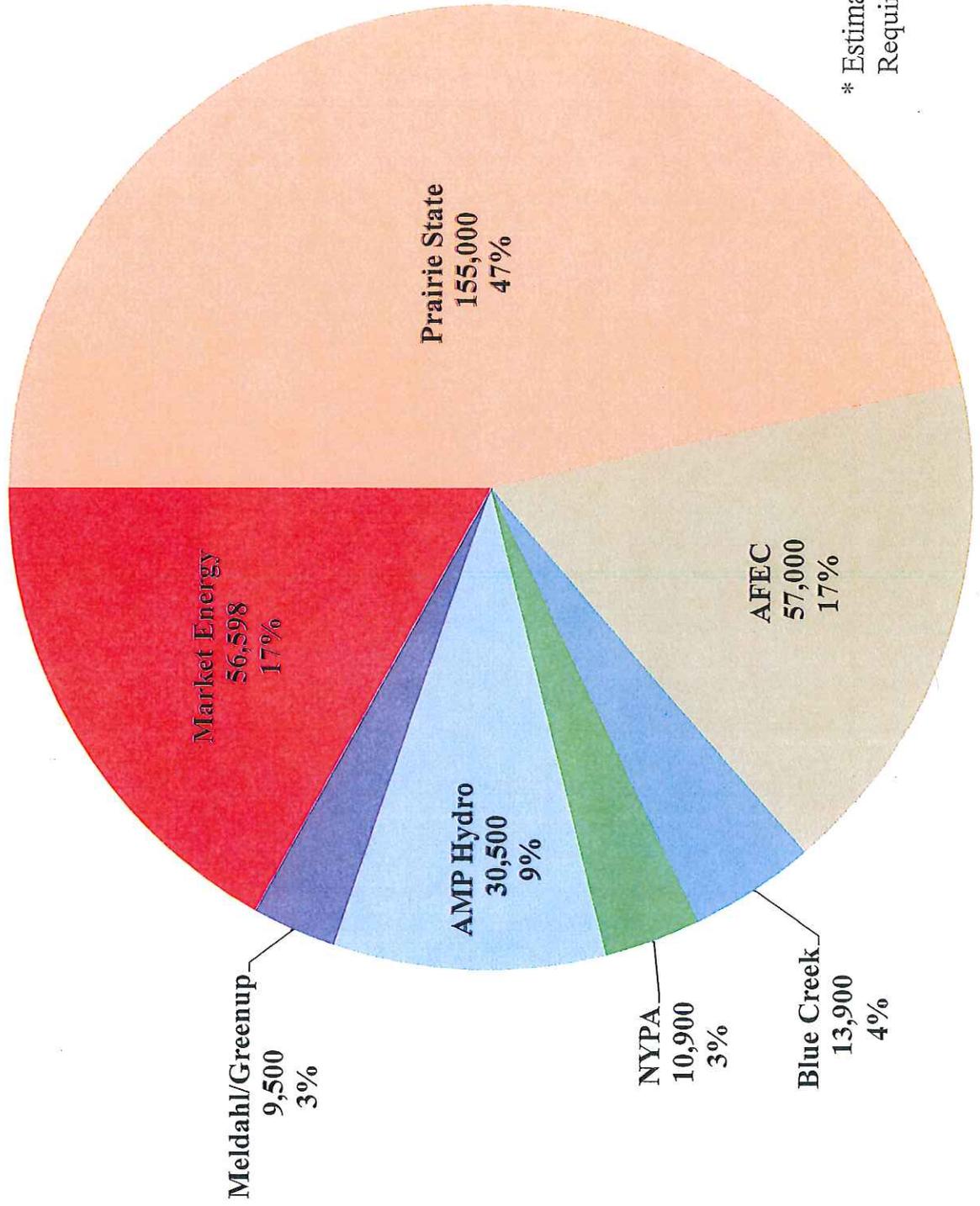
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- 2007-Present – Long Term Resources
  - New York Power Authority – 1980s
  - Prairie State Energy Campus – 2012
  - AMP Fremont Energy Center – 2012
  - Blue Creek Wind – 2013
  - Meldahl – Greenup Hydroelectric – 2016
  - AMP Hydroelectric – 2016/2017

# Why Does Piqua Participate in Long Term Power Supply Resources?

- Diversification of Resources
- Mitigate Exposure to Volatile Market Prices
- Provide Long Term Price Stability

**Figure 1**  
**2017 Estimated Resource Energy Mix (MWh)**  
**Piqua**



\* Estimated Annual Energy Requirement = 333,398 MWh

# Resource Energy Mix Summary

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- Long Term Resources Supply Approx. 79%
- Renewable Resources Supply Approx. 19%
  - Meldahl – Greenup Hydro – 3%
  - AMP Hydro – 9%
  - NYPA Hydro – 3%
  - Blue Creek Wind – 4%
- Potential AMP Solar Approx. 3.5%

# How is Power Delivered to Piqua?

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- Energy
  - Kilowatt hours consumed by Customers And Produced by Generators
- Capacity
  - Ensuring That There Is Enough Generation Available To Supply Customers During Periods Of Maximum Usage
- Transmission
  - Electric Lines Connecting Generators to Piqua

# How Does Solar Affect Piqua Power Supply?

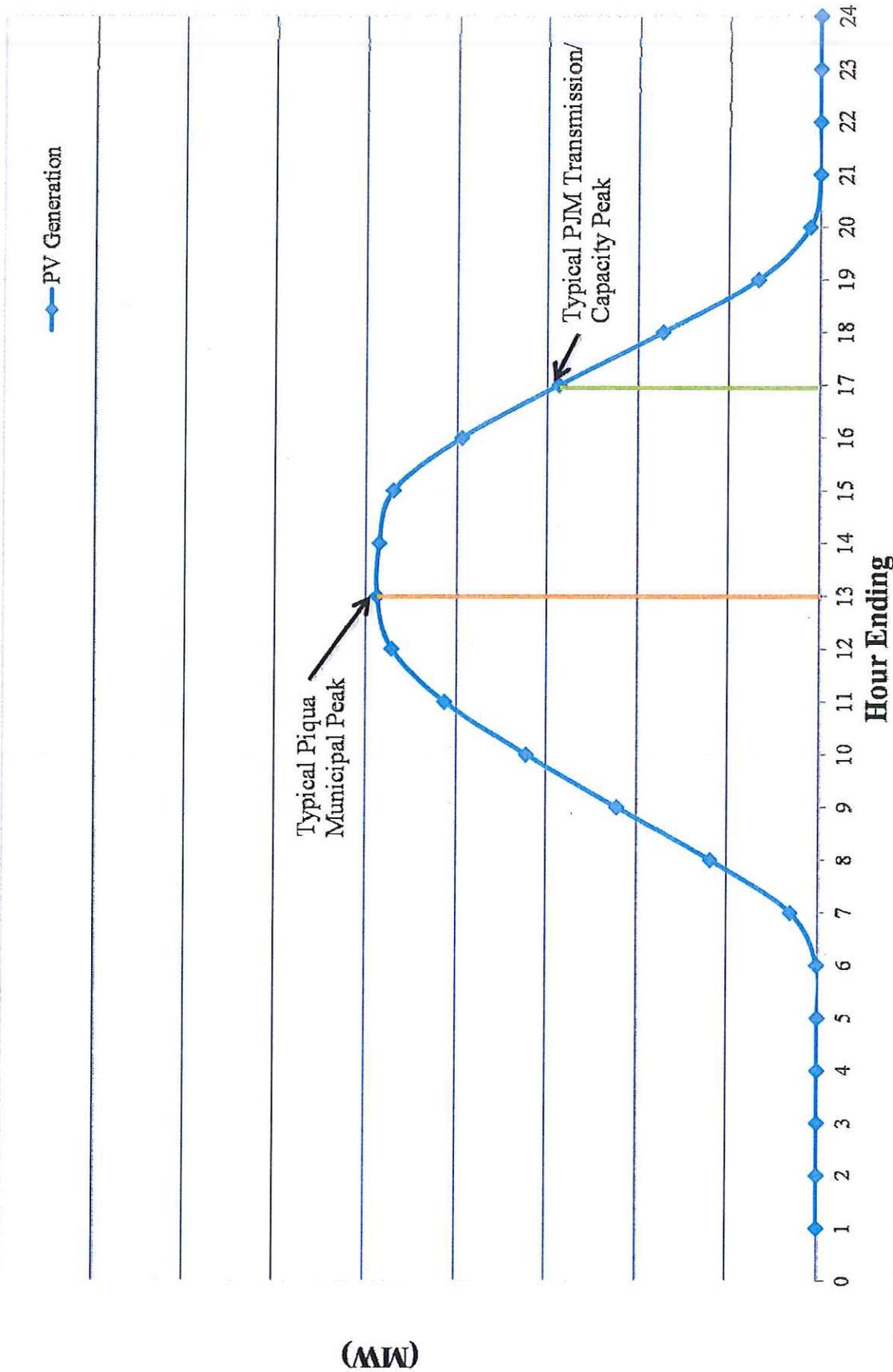
- Energy Requirement
  - Reduces Kilowatt Hours Needed To Serve Customers
- Capacity Requirement
  - 55% of Solar Capacity
  - 1,000 kW X 55% = 550 kW
- Transmission Requirement
  - Reduced By 55% of Solar Amount

# Solar Energy Output

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- Solar Energy Not Dispatchable
  - Output Mainly During Middle of Day (on-peak)
  - Energy Output Greatest in Summer Months when Market Energy Prices are Higher

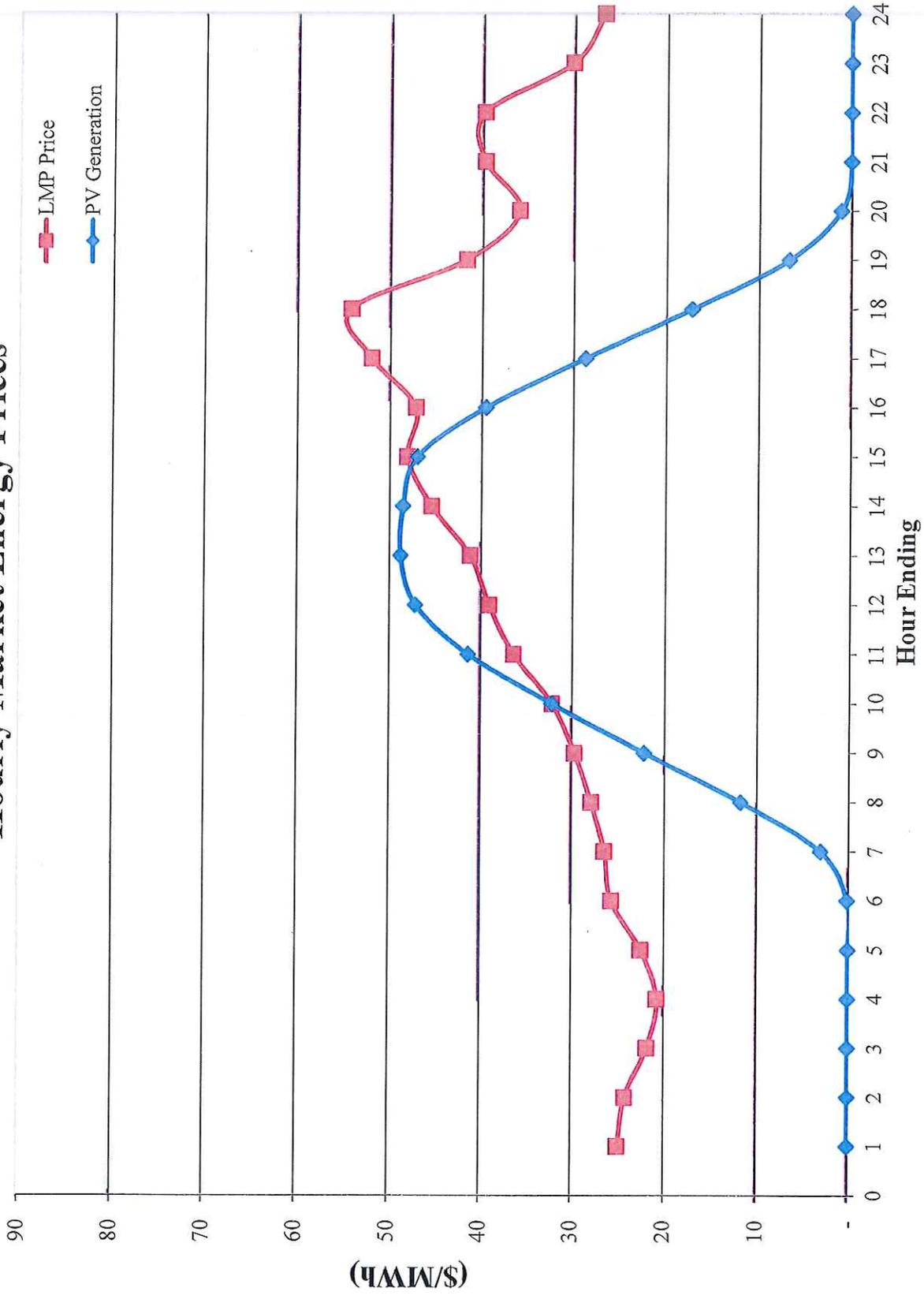
**Figure 2**  
**Hourly Solar Generation**



\*Hourly PV Generation from Leidos AMP Solar Project Report Fig. 2-3

\*Average PJM 5 CP & 1 CP from 2010-2015 occurs @ HE 17

**Figure 3**  
**Hourly Market Energy Prices**



\*LMP Price for Dayton Node #40243457, July 2014

\*Hourly PV Generation from Leidos AMP Solar Project Report Fig. 2-3

# Example 1 MW<sub>DC</sub> Solar Installation



# Solar Project Background

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- Proposed AMP Solar Project Determined to be Uneconomical – April 2015
- WASG Directed Sawvel to Prepare Solar RFP
  - RFP Sent to 7 Suppliers for Six Sites – June 19, 2015
  - 5 Proposals
- AMP Proposed Solar PPA With NextEra – April 4, 2016

# AMP Solar Project Description

- Solar Facilities Owned and Operated by DG AMP Solar, LLC (NextEra)
- Interconnected Behind Member's Meter
- Total Capacity up to 80 MW<sub>AC</sub>
  - 26 Potential Sites
- Piqua Potential Host Site Capacity of 1-3 MW<sub>AC</sub>



# Purpose and Approach

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- Request Solar Proposals From Solar Project Vendors
- Review Subscription Materials
- Compare AMP Solar Phase II Project Cost to WASG RFP Proposals
- Compare Project Costs to Market Energy Price
- Recommend Solar Participation Amount (kW)

# Power Sales Contract Provisions

- Initial Term Through Dec. 31, 2047 (31 years)
- AMP Contract Term w/NextEra through 2042
- Take or Pay – Must Pay Debt Service regardless of Project Output
- Recovers All Costs Incurred From DG AMP Solar Contract
- AMP Has Security Lien on the Project

# AMP Solar Estimated Project Costs

- 25 Year Tax Exempt Bond Financing
- \$10.38/MWh Fixed Energy Charge
- \$90.56/MWh Levelized Project Cost Before Credits
- Tax Exempt Bond Financing Lowers Project Cost

# RFP Proposals

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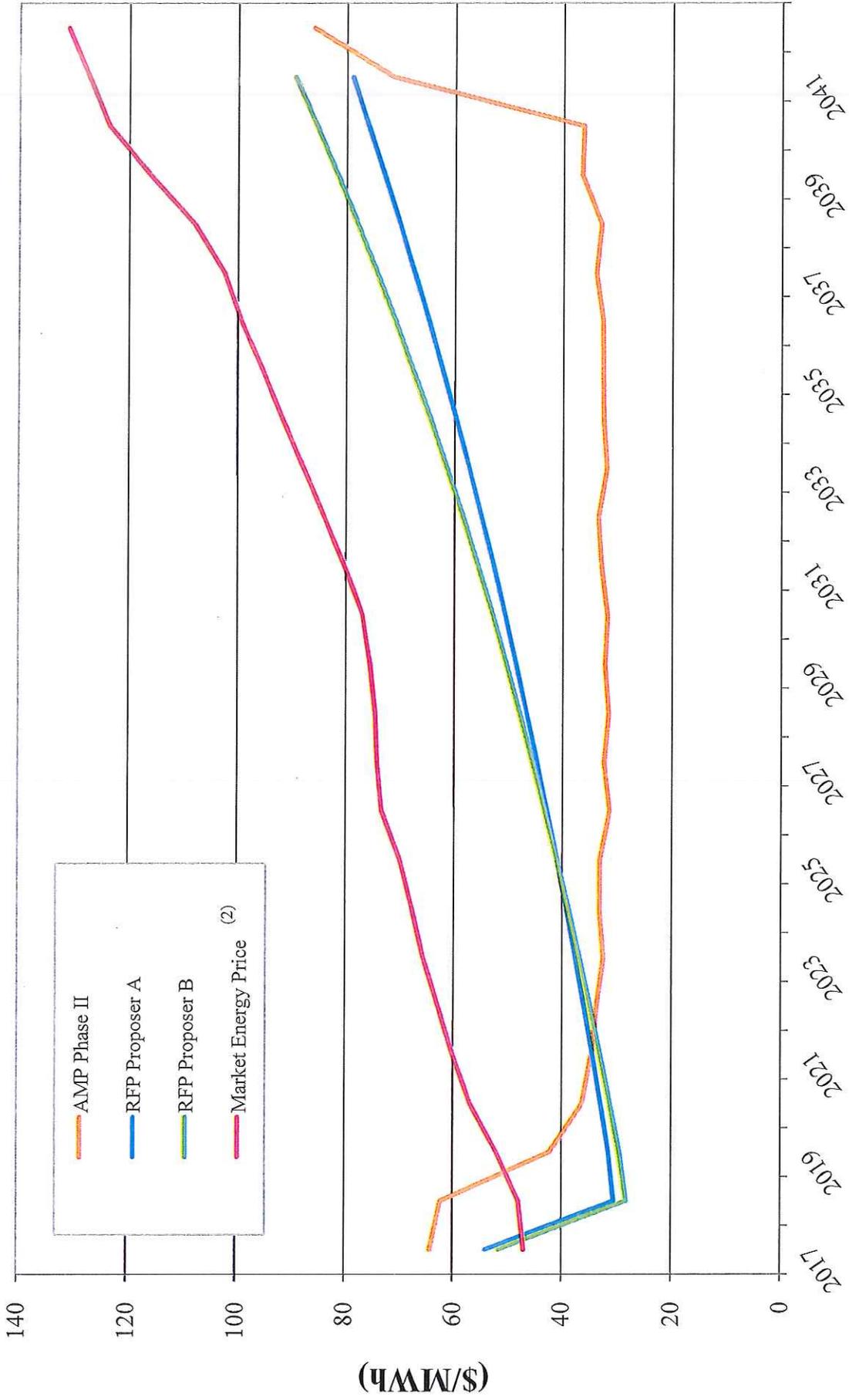
- Five Proposals Received
- Take and Pay – Pay Only For Energy Delivered
- 25 Year Term
- Solar Installations at Six Potential Sites Behind Member Meter

# RFP Proposals

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- 2 Lowest Cost Used in Economic Evaluation
  - Proposer A - \$103.88/MWh Levelized Project Cost
  - Proposer B - \$106.25/MWh Levelized Project Cost

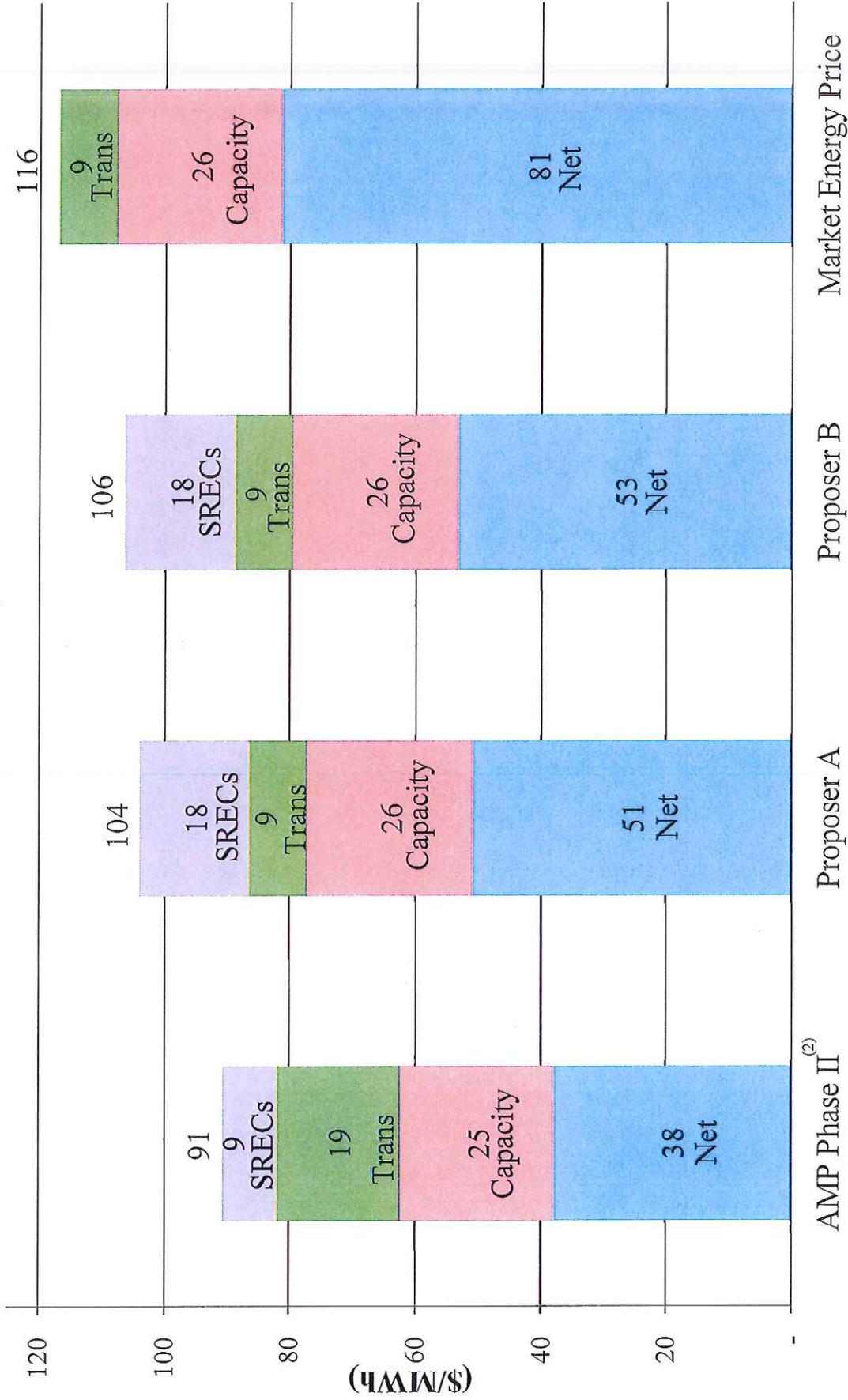
**Figure 5**  
**Comparison of Solar Projects to Market Energy Price<sup>(1)</sup>**



<sup>(1)</sup> Energy Price after all credits (Capacity, Transmission and SRECs).

<sup>(2)</sup> Estimated Market Energy Price during hours of solar generation.

**Figure 6**  
**Project Costs with Transmission, Capacity and SRECs (\$/MWh)<sup>(1)</sup>**  
**(2017-2042)**



<sup>(1)</sup> Project costs levelized in 2017 dollars.

<sup>(2)</sup> Base Scenario ~ 25 Year financing term, 0.75% degradation.

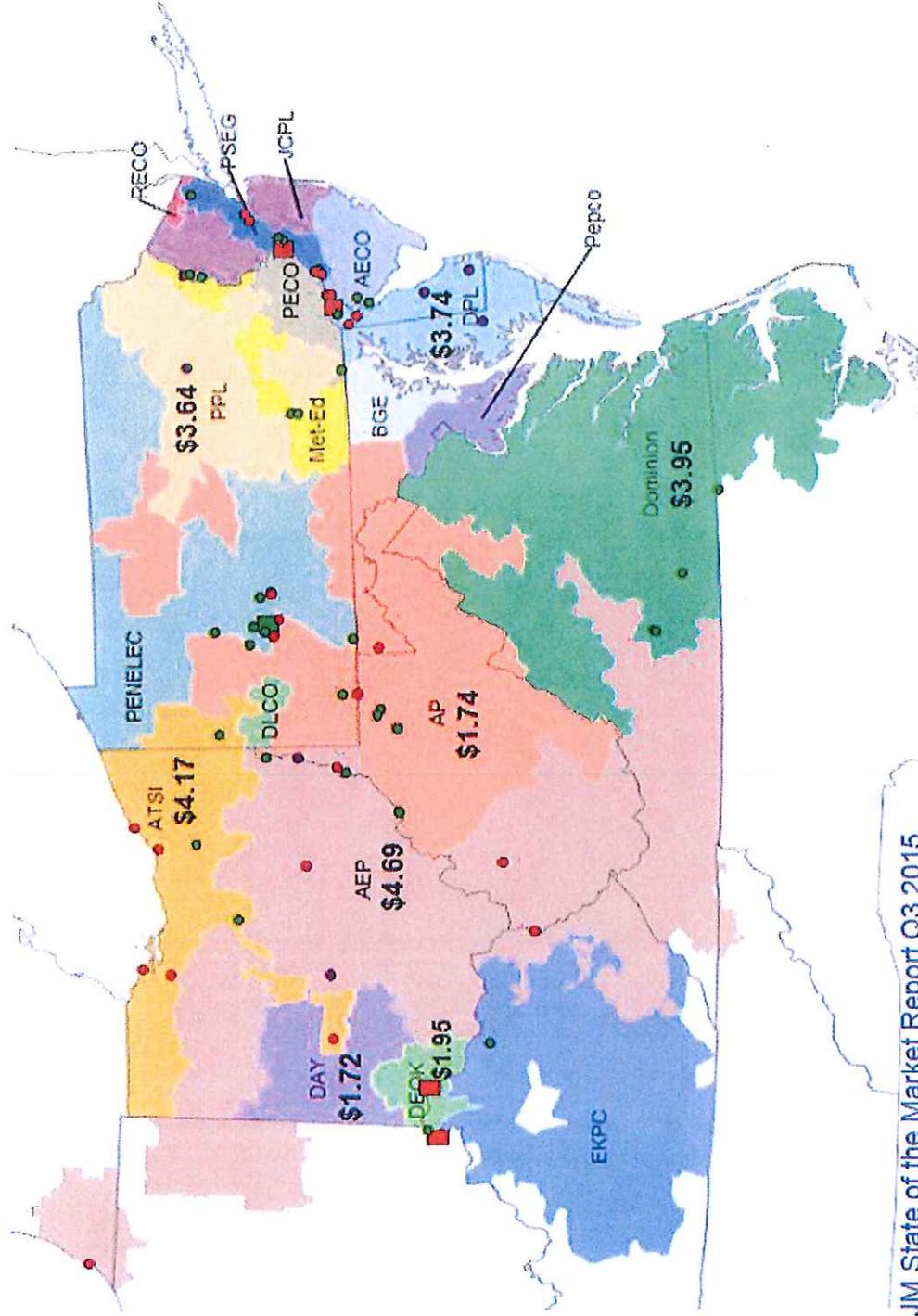
# Economic Evaluation Summary

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- All Projects Less Costly than Estimated Market Energy Price
- AMP Project Cost Less than Proposals
- AMP Project Provides Greater Transmission Benefits to Piqua Than Vendor Proposal

Figure 7

# IOU Transmission Rates (\$/kW-mo)



Source: PJM State of the Market Report Q3 2015

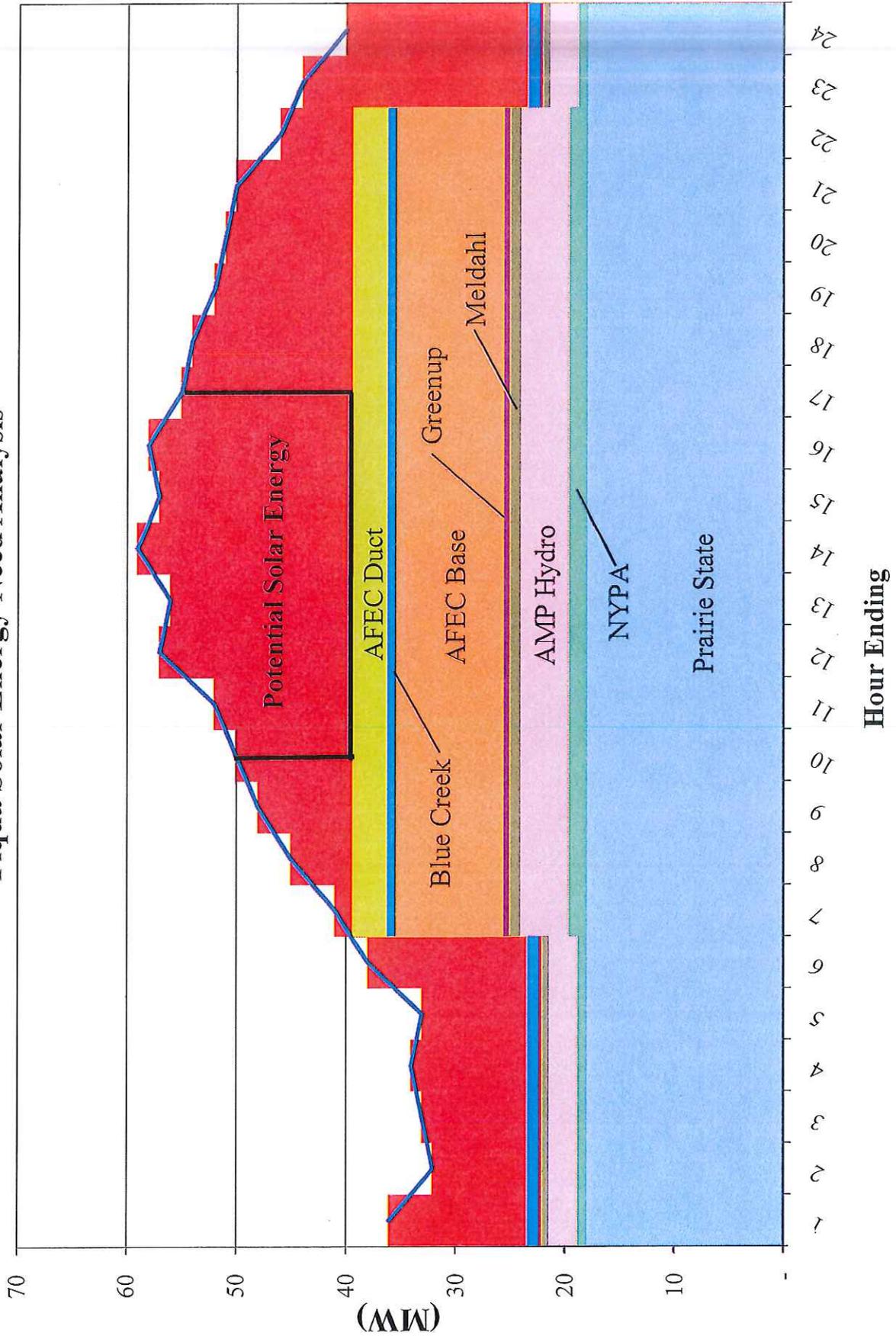
3/30/2016

Business Confidential

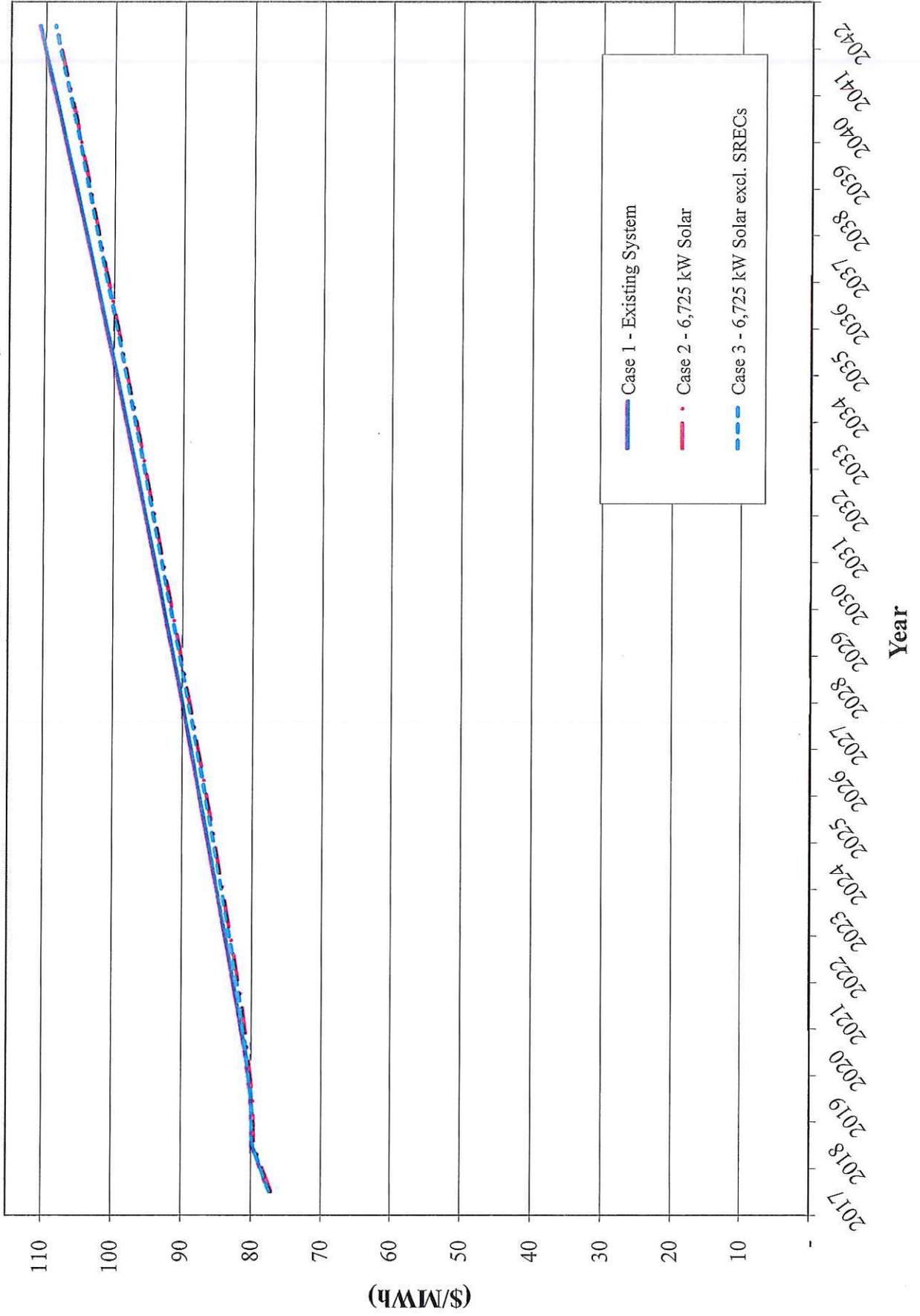
American Municipal Power, Inc.



**Figure 9**  
**Piqua Solar Energy Need Analysis**



**Figure 10**  
**Projected Power Supply Costs (\$/MWh)**



# Power Supply Cost Summary

- AMP Solar Project Decreases Costs
- AMP Project Approximately \$12M Less Over 26 Years
  - \$450,000 per Year
  - 0.13 ¢/kWh

# Solar Subscription Recommendation (kW<sub>AC</sub>)

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- Estimated Subscription of 6,725 kW<sub>AC</sub>
- Provides Peaking Resource Diversity
- Room for Participation in Future Resources



| No of Modules | Module Power | string | Mod/Strung | Systems Size kW DC | System Size kW AC | 850 |
|---------------|--------------|--------|------------|--------------------|-------------------|-----|
| 3,240         | 340          | 200.00 | 16         | 1,101.60           |                   |     |

- LAYOUT NOTES & ASSUMPTIONS:**
- NO MODULE SHADING DURING PEAK SUN HOURS OF 10:00AM - 2:00PM
  - CONTINGENT ON TREE / OBSTRUCTION REMOVAL IN PV ARRAY AREA AND SURROUNDING AREA TO SATISFY SHADING REQUIREMENTS
  - MINIMUM 25' PERIMETER FENCE SETBACK
  - FINAL LAYOUT PENDING FULL SITE SCREENING (WETLAND, GEOTECH, ETC.)

**NextEra Energy Resources**  
 7000 N. W. 12th St.  
 Jupiter, FL 33408  
 Tel: 561-344-2393

**CLIENT**  
 AmeriTier Investments

**SITE:**  
 40-22-022-94-491140

**MODULES**  
 AM: 340  
 ALUM: TFD  
 STC: 1600000 340

**MOUNTING**  
 Location: Ground Mount  
 Type: Fixed Tilt

| DATE    | DESCRIPTION                | BY | CHKD | DATE |
|---------|----------------------------|----|------|------|
| 6/10/16 | Primary Layout - Final Dwg |    |      |      |

DESIGNED BY: HD  
 CHECKED BY:  
 APPROVED BY:  
 ISSUE DATE: 06/10/2016  
 SCALE: NTS  
 TITLE: Preliminary Site Plan  
 DWG NO: E-1  
 SHEET 1 OF 1

**MINUTES  
PIQUA CITY COMMISSION  
Tuesday, July 19, 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, Terry, and Martin. Absent: None.

**ANNOUNCEMENTS**

Jeff Lange, St. Rt. 66, came forward and provided information regarding the 13<sup>th</sup> Annual River Sweep Cleanup that took place on Saturday, July 16, 2016. Mr. Lange thanked all of the volunteers, sponsors, and the City of Piqua Departments for their help in making the River Sweep a success. Mr. Lange congratulated Commissioner Wilson, City Planner Chris Schmiesing, and Police Chief Bruce Jamison for providing their support in helping.

**Consent Agenda**

**Approval of Minutes**

Approval of the minutes from the July 5, 2016 Regular Piqua City Commission Meeting.

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

**OLD BUSINESS**

**Ord. No. 11-16 (1st Reading)**

An Ordinance to levy special assessments to pay for the cost of nuisance abatement assessment

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

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

The cost of the abatement plus an administration fee is charged to the property owner, and the property owners are subject to repeat offender charges for multiple violations in a one year period. If the property owner fails to pay the abatement costs then the costs are certified to the County Auditor to be placed on their property taxes.

The Miami County Auditor only accepts these assessments one time per year, and the assessments are due to the Auditor by September 12, 2016, stated Ms. Welker.

**Public Comment**

No one came forward to speak for or against Ordinance No.11 -16.

After a brief discussion Ordinance No.11-16 was given a first reading.

**RES. NO. 91-16)**

A Resolution of authorization to submit an application for Ohio Public Works Commission State Capital Improvement

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

This Resolution will allow the City Manager to file an application with the Ohio Public Works Commission (OPWC) for funding in the amount of \$200,000 for Shawnee Storm Water Diversion Sewer Project. The project will consist of installing 450 LF of Storm Water pip starting at the intersection of Cleveland Street and Second Street and run west to the Great Miami River. The project has been designed and is scheduled to start construction in the summer of 2017. The OPWC funding will be in the form of a 0% interest loan for 30 years, stated Mr. Alexander.

### **Public Comment**

No one came forward to speak for or against Resolution No. R-91-16.

Moved by Commissioner Martin, seconded by Commissioner Vogt, that Resolution No. R-91-16 be adopted. Voice vote, Aye: Martin, Terry Vogt, and Wilson. Nay: None. Motion carried unanimously. Vice Mayor Wilson then declared Resolution No. R-89-16 adopted.

### **PUBLIC COMMENT**

No one came forward to speak at this time.

### **CITY MANAGER'S REPORT**

City Manager Huff stated Piqua's 4<sup>th</sup> Fest was a success. We learned a lot from this first year, and will continue to make improvements for next year. City Manager Huff personally thanked the 4<sup>th</sup> Fest Planning Committee, the volunteers, city employees, sponsors, entertainers, vendors, for being part of Piqua's First 4<sup>th</sup> Fest. We estimate the crowd to have been between 10,000 and 15,000 in the downtown area for the concert and fireworks. We are off to a good start, and will continue to grow and improve each year, stated City Manager Huff.

WOTVC Piqua Channel 5 will be sponsoring a Meadow Muffin Contest as a fundraiser for the station in September. City Manager encouraged citizens to purchase a "Deed" for a plot of land and a chance to win \$1000, with only 500 tickets being sold. City Manager Huff provided a brief explanation on what the "Meadow Muffin Contest" entails. The contest judges will be Mayor Hinds, Jim Oda, and Jennifer Welker.

City Manager Huff stated at the last Commission Meeting a resident complained about the number of times the Police Department that have been called to a certain residence. After reviewing the data we agreed to many calls have been made. Therefore, the city has instituted an internal process to identify those particular situations and immediately deal with the issues. We feel that we can correct the problem in these cases, and appreciate the citizen coming forward and letting us know, stated City Manager Huff.

City Manager Huff provided additional information regarding the property owner, and issues at the property.

Commissioner Wilson encouraged citizens to keep an eye out in case the criminal activity moves to another part of the city. The public should contact the city about other potential residences that appear to be a place of frequent criminal activity, said Commissioner Wilson.

City Manager Huff stated cases like this are not just about neighbors not liking neighbors.

Commissioner Martin inquired about the possibility of the 4<sup>th</sup> Fest being located moved to one location. City Manager Huff provided information on some of the reasons for keeping part of the days events at Fountain Park.

**COMMISSIONERS COMMENT**

Mayor Hinds congratulated the POW group for all of their efforts on keeping our waterways clean.

Jim Oda has tied Blue Ribbons around their columns at the Piqua Library, and are handing out Blue Ribbons for anyone wishing to display in support of our Police Officers.

Mayor Hinds is encouraging citizens to show their support in a Sea of Blue.

Mayor Hinds announced the next Walk with the Mayor will be on July 30 in Ward 3. They will be meeting behind ReadMore Hallmark in the Parking Lot and the walk will be from 10:00 A.M. – 12:00 P.M. City Manager Huff and Police Chief Jamieson will be joining the Mayor in the walk. Moved by Commissioner Vogt, seconded by Commissioner Martin, to adjourn from the Regular City Commission Meeting at 7:59 P.M. Voice vote, Aye: Hinds, Martin, Vogt, Terry, and Wilson. Nay: None.

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

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

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

REBECCA J. COOL  
CLERK OF COMMISSION

**ORDINANCE NO. 11-16**

**AN ORDINANCE TO LEVY SPECIAL ASSESSMENTS  
TO PAY FOR THE COST OF NUISANCE ABATEMENT  
ASSESSMENT**

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

SEC. 1: The assessment of the cost and expense of improving a certain lot, as herein set out, by nuisance abatement on said property, as reported to this Commission in Exhibit "A" attached hereto, are hereby adopted and confirmed, and that there be and is hereby levied and assessed upon the lot improved by the aforementioned nuisance abatement, the amount reported as aforesaid which assessment, together with the description of said lot is now on file in the offices of the Clerk of this Commission, the Director of Health, and the Director of Finance and is not in excess of the special benefits to said property, and is not in excess of a statutory limitation. Said nuisance abatements are for grass and weed cutting, trash and debris removal, property maintenance improvements, demolition of structures, or similar actions.

SEC. 2: The total assessment against said lot shall be payable in cash or at the option of the owner, in two equal semiannual installments. All cash payments of assessments and installments shall be made to the Director of Health. All assessments and installments thereof remaining unpaid shall be certified by the Clerk of this Commission to the County Auditor, as provided by law, to be by him placed on the tax duplicate and collected as other taxes are collected. Said assessment shall include the cost of publishing and serving of any and all notices, ordinances and resolutions required.

SEC. 3: At any time after the adoption of this Ordinance should the City Law Director enter into a settlement with the property owner regarding his assessments, the Law Director shall have the authority to request the Auditor remove the assessment without any further action by the City Commission.

SEC. 4: This Ordinance is required to be effective immediately in order to submit assessment to the County Auditor's office by September 12, 2016; wherefore; this ordinance shall be in full force and effect immediately upon its passage.

1<sup>st</sup> Reading 7-19-2016

\_\_\_\_\_  
KATHRYN HINDS, MAYOR

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

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



# Commission Agenda Staff Report

|   |  |   |  |
|---|--|---|--|
| <b>MEETING DATE</b>   | August 2, 2016   |   |  |
| <b>REPORT TITLE</b><br>(Should match resolution/ordinance title)                      | An Ordinance to Levy Special Assessments to Pay for the Cost of Nuisance Abatement Assessment  |   |  |
| <b>SUBMITTED BY</b>   | Name & Title: Amy Welker, Director of Health & Sanitation  |   |  |
|   | Department: Health   |   |  |
| <b>AGENDA CLASSIFICATION</b>  | <input type="checkbox"/> Consent   | <input checked="" type="checkbox"/> Ordinance   | <input type="checkbox"/> Resolution <input type="checkbox"/> Regular |
| <b>APPROVALS/REVIEWS</b>  | <input checked="" type="checkbox"/> City Manager   |   | <input type="checkbox"/> Asst. City Manager/Finance                  |
|   | <input type="checkbox"/> Asst. City Manager/Development  |   | <input type="checkbox"/> Law Director                                |
|   | <input checked="" type="checkbox"/> Department Director;   |   | <input type="checkbox"/> Other:                                      |
| <b>BACKGROUND</b><br>(Includes description, background, and justification)            | <p>The city abates nuisance conditions on properties including mowing high grass, removing trash, trimming trees, and demolishing structures according to city code. Abatements take place after the property owner has been notified of the condition and given a timeframe to comply with the code. Failure to comply results in the abatement.</p> <p>The cost of the abatement plus an administration fee (\$35) is charged back to the property owner. Property owners are also subject to repeat offender charges for multiple violations in a year (\$100 3<sup>rd</sup> &amp; 4<sup>th</sup> offenses; \$500 5<sup>th</sup> or more offenses.) If the property owner fails to pay the abatement cost then the costs are certified to the county auditor to be placed on the property taxes. The auditor accepts these assessments once per year. This year the assessments are due to the auditor by September 12, 2016.</p> |   |  |
| <b>BUDGETING AND FINANCIAL IMPACT</b><br>(Includes project costs and funding sources) | Budgeted \$:   |   |  |
|   | Expenditure \$:  |   |  |
|   | Source of Funds:   | Reimbursement of \$39,038.76  |  |
|   | <b>Narrative:</b>  | This ordinance will allow for the collection of \$39,038.76 which includes the cost to the city to hire contractors to complete the abatements and also administrative costs. |  |
| <b>OPTIONS</b><br>(Include Deny /Approval Option)                                     | 1.   | Pass the ordinance to assess the abatement costs.   |  |
|   | 2.   | Do not pass the ordinance.  |  |
|   | 3.   | Provide further direction to staff.   |  |
|   | 4.   |   |  |
| <b>PROJECT TIMELINE</b>   | <p>First reading at the 7-19-16 meeting.<br/>         Second reading at the 8-2-16 meeting.<br/>         Third reading at the 8-16-16 meeting.<br/>         Assessments sent to county auditor by 9-12-16 (if passed)</p>  |   |  |

|                             |   |
|-----------------------------|---|
| <b>STAFF RECOMMENDATION</b> | Pass the ordinance to assess the abatement costs. |
| <b>ATTACHMENTS</b>          | Exhibit A   |

2016 NUISANCE ABATEMENT ASSESSMENTS  
EXHIBIT "A"

2nd Reading August 2, 2016

|      | LOCATION         | PARCEL ID  | OWNER                       | INVOICE # | TYPE         | TOTAL AMOUNT | DUE DEC 2016 | DUE JUNE 2017 |
|------|------------------|------------|-----------------------------|-----------|--------------|--------------|--------------|---------------|
| 613  | ADAMS STREET     | N44-090720 | GREGORY MCCLAY              | 2015-232  | Grass        | \$ 65.00     | \$ 32.50     | \$ 32.50      |
| 525  | BOONE STREET     | N44-010840 | PAUL & DENISE REESE         | 2015-262  | Grass        | \$ 155.00    | \$ 77.50     | \$ 77.50      |
| 726  | BOONE STREET     | N44-018120 | Sue Randall Wheaton         | 2015-201  | Grass        | \$ 540.00    | \$ 270.00    | \$ 270.00     |
| 726  | BOONE STREET     | N44-018120 | Sue Randall Wheaton         | 2015-267  | Grass        | \$ 540.00    | \$ 270.00    | \$ 270.00     |
| 726  | BOONE STREET     | N44-018120 | Sue Randall Wheaton         | 2015-244  | Grass        | \$ 540.00    | \$ 270.00    | \$ 270.00     |
| 726  | BOONE STREET     | N44-018120 | Sue Randall Wheaton         | 16-007    | Grass        | \$ 550.00    | \$ 275.00    | \$ 275.00     |
| 726  | BOONE STREET     | N44-018120 | Sue Randall Wheaton         | 16-059    | Grass        | \$ 540.00    | \$ 270.00    | \$ 270.00     |
| 1006 | BOONE STREET     | N44-024760 | MATTHEW T HARTLEY           | 16-040    | Grass        | \$ 75.00     | \$ 37.50     | \$ 37.50      |
| 523  | BRICE AVENUE     | N44-029600 | MICHAELA BARHORST           | 2015-209  | Grass        | \$ 560.00    | \$ 280.00    | \$ 280.00     |
| 523  | BRICE AVENUE     | N44-029600 | MICHAELA BARHORST           | 2015-258  | Grass        | \$ 560.00    | \$ 280.00    | \$ 280.00     |
| 523  | BRICE AVENUE     | N44-029600 | MICHAELA BARHORST           | 16-061    | Grass        | \$ 560.00    | \$ 280.00    | \$ 280.00     |
| 523  | BRICE AVENUE     | N44-029600 | MICHAELA BARHORST           | 16-014    | Grass        | \$ 560.00    | \$ 280.00    | \$ 280.00     |
| 833  | BRICE AVENUE     | N44-036630 | Michael & Teresa Poling     | 2015-277  | Nuisance     | \$ 75.00     | \$ 37.50     | \$ 37.50      |
| 624  | BROADWAY         | N44-005663 | Teen Missions International | 2015-257  | Grass        | \$ 540.00    | \$ 270.00    | \$ 270.00     |
| 624  | BROADWAY         | N44-005663 | Teen Missions International | 16-004    | Grass        | \$ 540.00    | \$ 270.00    | \$ 270.00     |
| 624  | BROADWAY         | N44-250450 | Teen Missions International | 16-058    | Grass        | \$ 560.00    | \$ 280.00    | \$ 280.00     |
| 823  | BROADWAY         | N44-005420 | ROBERT L BASYE              | 2015-241  | Grass        | \$ 540.00    | \$ 270.00    | \$ 270.00     |
| 823  | BROADWAY         | N44-005420 | ROBERT L BASYE              | 16-013    | Grass        | \$ 160.00    | \$ 80.00     | \$ 80.00      |
| 823  | BROADWAY         | N44-005420 | ROBERT L BASYE              | 16-068    | Grass        | \$ 540.00    | \$ 270.00    | \$ 270.00     |
| 1606 | BROADWAY         | N44-049020 | KENNETH F STAMBAUGH         | 2015-226  | Grass        | \$ 550.00    | \$ 275.00    | \$ 275.00     |
| 1606 | BROADWAY         | N44-049020 | PRESTON RIDGE PARTNERS LLC  | 16-038    | Grass        | \$ 85.00     | \$ 42.50     | \$ 42.50      |
| 1716 | BROADWAY         | N44-048850 | JEREMY & LUCILLE WAUGH      | 16-036    | Grass        | \$ 95.00     | \$ 47.50     | \$ 47.50      |
| 1016 | CALDWELL STREET  | N44-046320 | REGINALD A CAVINDER         | 2015-203  | Grass        | \$ 85.00     | \$ 42.50     | \$ 42.50      |
| 1052 | CALDWELL STREET  | N44-015890 | STEFANI N PIERCE            | 2015-115  | Grass        | \$ 160.00    | \$ 80.00     | \$ 80.00      |
| 1706 | CAMBRIDGE STREET | N44-072065 | GERALD & SCOTT MCAFFEE      | 16-053    | Prop. Maint. | \$ 86.76     | \$ 43.38     | \$ 43.38      |
| 1706 | CAMBRIDGE STREET | N44-072065 | GERALD & SCOTT MCAFFEE      | 16-005    | Grass        | \$ 145.00    | \$ 72.50     | \$ 72.50      |
| 906  | CAMP STREET      | N44-052090 | JAMES E CORDLE              | 16-027    | Grass        | \$ 95.00     | \$ 47.50     | \$ 47.50      |
| 906  | CAMP STREET      | N44-052090 | JAMES E CORDLE              | 16-002    | Prop. Maint. | \$ 159.46    | \$ 79.73     | \$ 79.73      |
| 114  | CASELL STREET    | N44-022330 | ANN E WEAD                  | 2015-234  | Grass        | \$ 530.00    | \$ 265.00    | \$ 265.00     |
| 602  | CLARK AVENUE     | N44-032400 | RAYMOND E ALEXANDER         | 16-015    | Grass        | \$ 175.00    | \$ 87.50     | \$ 87.50      |

2016 NUISANCE ABATEMENT ASSESSMENTS  
EXHIBIT "A"

2nd Reading August 2, 2016

|      |                  |            |                            |          |              |      |        |    |        |    |        |
|------|------------------|------------|----------------------------|----------|--------------|------|--------|----|--------|----|--------|
| 218  | CLEVELAND STREET | N44-042790 | Eunice North & Kevin Curl  | 2015-235 | Grass        | \$   | 560.00 | \$ | 280.00 | \$ | 280.00 |
| 218  | CLEVELAND STREET | N44-042790 | Eunice North & Kevin Curl  | 16-045   | Grass        | \$   | 560.00 | \$ | 280.00 | \$ | 280.00 |
| 218  | CLEVELAND STREET | N44-042790 | Eunice North & Kevin Curl  | 16-003   | Grass        | \$   | 560.00 | \$ | 280.00 | \$ | 280.00 |
| 318  | CLEVELAND STREET | N44-043180 | CHARLES E & JENNY E DODD   | 2015-231 | Grass        | \$   | 180.00 | \$ | 90.00  | \$ | 90.00  |
| 516  | COTTAGE AVENUE   | N44-028840 | DAYTHA E RANK              | 2015-222 | Grass        | \$   | 75.00  | \$ | 37.50  | \$ | 37.50  |
| 908  | COVINGTON AVENUE | N44-097040 | DONALD ALLAN MEARS         | 2015-237 | Grass        | \$   | 140.00 | \$ | 70.00  | \$ | 70.00  |
| 1027 | COVINGTON AVENUE | N44-030030 | LIETTE REALTY II LLC       | 2015-233 | Grass        | \$   | 75.00  | \$ | 37.50  | \$ | 37.50  |
| 1437 | COVINGTON AVENUE | N44-093040 | G R HARDESTY               | 16-069   | Grass        | \$   | 155.00 | \$ | 77.50  | \$ | 77.50  |
| 211  | DREXEL AVENUE    | N44-049950 | RICHARD D SCHWARTZ         | 2015-208 | Grass        | \$   | 75.00  | \$ | 37.50  | \$ | 37.50  |
| 309  | E GREENE STREET  | N44-016730 | ROSE TRACEY                | 16-034   | Grass        | \$   | 95.00  | \$ | 47.50  | \$ | 47.50  |
| 309  | E GREENE STREET  | N44-016730 | ROSE TRACEY                | 2015-206 | Grass        | \$   | 85.00  | \$ | 42.50  | \$ | 42.50  |
| 311  | E GREENE STREET  | N44-045450 | US BANK NA                 | 16-035   | Grass        | \$   | 95.00  | \$ | 47.50  | \$ | 47.50  |
| 224  | E MAIN STREET    | N44-045100 | BCA GROUP LLC              | 2015-275 | Grass        | \$   | 45.00  | \$ | 22.50  | \$ | 22.50  |
| 343  | E MAIN STREET    | N44-099020 | ERICA R MILLET             | 16-025   | Grass        | \$   | 115.00 | \$ | 57.50  | \$ | 57.50  |
| 209  | E NORTH STREET   | N44-002800 | PATRICK J JACOMET          | 2015-200 | Grass        | \$   | 130.00 | \$ | 65.00  | \$ | 65.00  |
| 314  | E NORTH STREET   | N44-054480 | Robert & Donna Walker      | 2015-224 | Prop. Maint. | \$   | 106.00 | \$ | 53.00  | \$ | 53.00  |
| 358  | ELLERMAN STREET  | N44-031320 | MARY C ATKINS              | 16-064   | Grass        | \$   | 140.00 | \$ | 70.00  | \$ | 70.00  |
| 358  | ELLERMAN STREET  | N44-031320 | MARY C ATKINS              | 16-024   | Grass        | \$   | 130.00 | \$ | 65.00  | \$ | 65.00  |
| 1148 | FISHER DRIVE     | N44-058820 | MICHAEL J HALL             | 16-043   | Grass        | \$   | 95.00  | \$ | 47.50  | \$ | 47.50  |
| 204  | FOURTH STREET    | N44-043760 | TIMOTHY & KAREN GOOD       | 16-074   | Grass        | \$   | 550.00 | \$ | 275.00 | \$ | 275.00 |
| 322  | GORDON STREET    | N44-014210 | JERRY FISHER               | 16-072   | Grass        | \$   | 65.00  | \$ | 32.50  | \$ | 32.50  |
| 507  | GRAY STREET      | N44-035460 | GARY DITMER                | 2015-260 | Grass        | \$   | 540.00 | \$ | 270.00 | \$ | 270.00 |
| 1009 | HANCOCK STREET   | N44-038310 | Peter & Lisa Kelly         | 2015-268 | Nuisance     | \$   | 20.00  | \$ | 10.00  | \$ | 10.00  |
| 329  | HARRISON STREET  | N44-054300 | Mary Lou Kindell           | 16-055   | Grass        | \$   | 130.00 | \$ | 65.00  | \$ | 65.00  |
| 329  | HARRISON STREET  | N44-054300 | Mary Lou Kindell           | 16-023   | Grass        | \$   | 65.00  | \$ | 32.50  | \$ | 32.50  |
| 329  | HARRISON STREET  | N44-054300 | Mary Lou Kindell           | 2015-256 | Grass        | \$   | 75.00  | \$ | 37.50  | \$ | 37.50  |
| 120  | HARVARD STREET   | N44-054880 | Robert Fraley              | 2015-278 | Nuisance     | \$   | 50.00  | \$ | 25.00  | \$ | 25.00  |
| 301  | KIENLE DRIVE     | N44-074755 | F-O-E-PIQUA-AERIE #614-INC | 2015-213 | Grass        | PAID |        |    |        |    |        |
| 301  | KIENLE DRIVE     | N44-074755 | F-O-E-PIQUA-AERIE #614-INC | 16-076   | Grass        | PAID |        |    |        |    |        |
| 301  | KIENLE DRIVE     | N44-074755 | F-O-E-PIQUA-AERIE #614     | 16-028   | Grass        | PAID |        |    |        |    |        |
| 517  | KITT STREET      | N44-030690 | KEVIN K CAVENDER           | 2015-217 | Grass        | \$   | 75.00  | \$ | 37.50  | \$ | 37.50  |
| 919  | MADISON AVENUE   | N44-025690 | Robert C Burns             | 2015-243 | Prop. Maint. | \$   | 220.00 | \$ | 110.00 | \$ | 110.00 |
| 1200 | MADISON AVENUE   | N44-026660 | PAUL & CRYSTAL SEITER      | 16-042   | Grass        | \$   | 135.00 | \$ | 67.50  | \$ | 67.50  |
| 1306 | MADISON AVENUE   | N44-027140 | ALLAN D DENSON             | 2015-242 | Grass        | \$   | 75.00  | \$ | 37.50  | \$ | 37.50  |

2016 NUISANCE ABATEMENT ASSESSMENTS  
EXHIBIT "A"

2nd Reading August 2, 2016

|     |                    |            |                              |          |       |           |           |           |
|-----|--------------------|------------|------------------------------|----------|-------|-----------|-----------|-----------|
| 617 | MANIER AVENUE      | N44-046880 | CHRISTOPHER COMOLLI          | 2015-238 | Grass | \$ 95.00  | \$ 47.50  | \$ 47.50  |
| 305 | MCKINLEY AVENUE    | N44-059000 | SHIRLEY A BELL               | 16-021   | Grass | \$ 130.00 | \$ 65.00  | \$ 65.00  |
| 305 | MCKINLEY AVENUE    | N44-059000 | SHIRLEY A BELL               | 16-077   | Grass | \$ 150.00 | \$ 75.00  | \$ 75.00  |
| 427 | MCKINLEY AVENUE    | N44-033620 | MARY LOU KINDELL             | 2015-202 | Grass | \$ 550.00 | \$ 275.00 | \$ 275.00 |
| 427 | MCKINLEY AVENUE    | N44-033620 | MARY LOU KINDELL             | 16-078   | Grass | \$ 530.00 | \$ 265.00 | \$ 265.00 |
| 427 | MCKINLEY AVENUE    | N44-033620 | MARY LOU KINDELL             | 16-041   | Grass | \$ 140.00 | \$ 70.00  | \$ 70.00  |
| 427 | MCKINLEY AVENUE    | N44-033620 | MARY LOU KINDELL             | 2015-270 | Grass | \$ 550.00 | \$ 275.00 | \$ 275.00 |
| 500 | MCKINLEY AVENUE    | N44-035320 | KENNETH E HUBER              | 2015-221 | Grass | \$ 560.00 | \$ 280.00 | \$ 280.00 |
| 500 | MCKINLEY AVENUE    | N44-035320 | KENNETH HUBER JR             | 2015-271 | Grass | \$ 550.00 | \$ 275.00 | \$ 275.00 |
| 500 | MCKINLEY AVENUE    | N44-035320 | KENNETH E HUBER              | 16-063   | Grass | \$ 540.00 | \$ 270.00 | \$ 270.00 |
| 500 | MCKINLEY AVENUE    | N44-035320 | KENNETH E HUBER              | 16-020   | Grass | \$ 560.00 | \$ 280.00 | \$ 280.00 |
| 707 | MCKINLEY AVENUE    | N44-038450 | Delmar Crowell               | 16-060   | Grass | \$ 140.00 | \$ 70.00  | \$ 70.00  |
| 707 | MCKINLEY AVENUE    | N44-038450 | Delmar Crowell               | 16-008   | Grass | \$ 150.00 | \$ 75.00  | \$ 75.00  |
| 707 | MCKINLEY AVENUE    | N44-038450 | Delmar Crowell               | 2015-269 | Grass | \$ 540.00 | \$ 270.00 | \$ 270.00 |
| 508 | N COLLEGE STREET   | N44-250565 | VISION APOSTOLIC TEMPLE      | 16-049   | Grass | \$ 55.00  | \$ 27.50  | \$ 27.50  |
| 901 | NICKLIN AVENUE     | N44-053400 | SECRETARY OF HOUSING         | 16-039   | Grass | \$ 95.00  | \$ 47.50  | \$ 47.50  |
| 910 | PARK AVENUE        | N44-051990 | Anna Stonerock               | 2015-266 | Grass | \$ 75.00  | \$ 37.50  | \$ 37.50  |
| 200 | Race St.           | N44-017000 | FIFTH THIRD MORTGAGE COMPAN  | 2015-264 | Grass | \$ 75.00  | \$ 37.50  | \$ 37.50  |
| 514 | RIVERSIDE DRIVE    | N44-018500 | JORDAN M FRANTZ              | 16-011   | Grass | \$ 75.00  | \$ 37.50  | \$ 37.50  |
| 117 | RIVERSIDE DRIVE    | N44-003530 | RONALD D & DEBRA S ANTHONY   | 2015-204 | Grass | \$ 30.00  | \$ 15.00  | \$ 15.00  |
| 524 | RIVERSIDE DRIVE    | N44-039520 | Douglas & Pamela Harshbarger | 16-048   | Grass | \$ 105.00 | \$ 52.50  | \$ 52.50  |
| 524 | RIVERSIDE DRIVE    | N44-039520 | Douglas & Pamela Harshbarger | 2015-220 | Grass | \$ 135.00 | \$ 67.50  | \$ 67.50  |
| 431 | S DOWNING STREET   | N44-007570 | LIIETTE REALTY               | 16-075   | Grass | \$ 75.00  | \$ 37.50  | \$ 37.50  |
| 501 | S DOWNING STREET   | N44-007550 | JEFFRY L CREAGER             | 2015-253 | Grass | \$ 115.00 | \$ 57.50  | \$ 57.50  |
| 535 | S MAIN STREET      | N44-016450 | ASHTON P SMITH               | 2015-223 | Grass | \$ 140.00 | \$ 70.00  | \$ 70.00  |
| 755 | S MAIN STREET      | N44-052160 | THOMAS & ROSELLA MONTJOY     | 16-047   | Grass | \$ 75.00  | \$ 37.50  | \$ 37.50  |
| 503 | S ROOSEVELT AVENUE | N44-020070 | ANITA L MCCRARY              | 16-029   | Grass | \$ 75.00  | \$ 37.50  | \$ 37.50  |
| 503 | S ROOSEVELT AVENUE | N44-020070 | ANITA L MCCRARY              | 16-070   | Grass | \$ 65.00  | \$ 32.50  | \$ 32.50  |
| 519 | S ROOSEVELT AVENUE | N44-020010 | EDWIN LIETTE                 | 2015-215 | Grass | \$ 75.00  | \$ 37.50  | \$ 37.50  |
| 229 | S WAYNE STREET     | N44-003890 | JOHN & DONNA BLANTON         | 16-022   | Grass | \$ 65.00  | \$ 32.50  | \$ 32.50  |
| 432 | S WAYNE STREET     | N44-007310 | HARBOUR PORTFOLIO VI LP      | 16-080   | Grass | \$ 75.00  | \$ 37.50  | \$ 37.50  |
| 505 | SOUTH              | N44-039710 | VICTORIA M BOLIN             | 16-066   | Grass | \$ 115.00 | \$ 57.50  | \$ 57.50  |
| 342 | SOUTH              | N44-020000 | ANGELA K YOUNG               | 2015-214 | Grass | \$ 540.00 | \$ 270.00 | \$ 270.00 |
| 342 | SOUTH              | N44-020000 | ANGELA K YOUNG               | 2015-252 | Grass | \$ 540.00 | \$ 270.00 | \$ 270.00 |

2016 NUISANCE ABATEMENT ASSESSMENTS  
EXHIBIT "A"

2nd Reading August 2, 2016

|      |                 |            |                               |          |              |    |        |    |        |    |        |
|------|-----------------|------------|-------------------------------|----------|--------------|----|--------|----|--------|----|--------|
| 209  | THIRD STREET    | N44-043240 | MORGAN L HUGHES               | 16-054   | Grass        | \$ | 165.00 | \$ | 82.50  | \$ | 82.50  |
| 1126 | VAN WAY         | N44-077560 | CHRISTOPHER & CYNTHIA EISEN   | 2015-274 | Nuisance     | \$ | 55.00  | \$ | 27.50  | \$ | 27.50  |
| 815  | VINE STREET     | N44-027230 | DALE ROBERT TIDERTON          | 16-051   | Grass        | \$ | 140.00 | \$ | 70.00  | \$ | 70.00  |
| 815  | VINE STREET     | N44-027230 | DALE ROBERT TIDERTON          | 2015-229 | Grass        | \$ | 40.00  | \$ | 20.00  | \$ | 20.00  |
| 815  | VINE STREET     | N44-027230 | DALE ROBERT TIDERTON          | 2015-225 | Grass        | \$ | 540.00 | \$ | 270.00 | \$ | 270.00 |
| 317  | VIRGINIA STREET | N44-019157 | NICOLE R PAYNE                | 2015-249 | Grass        | \$ | 540.00 | \$ | 270.00 | \$ | 270.00 |
| 317  | VIRGINIA STREET | N44-019157 | NICOLE R PAYNE                | 16-033   | Grass        | \$ | 140.00 | \$ | 70.00  | \$ | 70.00  |
| 317  | VIRGINIA STREET | N44-019157 | NICOLE R PAYNE                | 16-062   | Grass        | \$ | 140.00 | \$ | 70.00  | \$ | 70.00  |
| 620  | W ASH STREET    | N44-014880 | STEVEN L SHAFER               | 2015-265 | Nuisance     | \$ | 160.00 | \$ | 80.00  | \$ | 80.00  |
| 720  | W ASH STREET    | N44-024210 | CHRISTIANA TRUST              | 16-009   | Grass        | \$ | 235.00 | \$ | 117.50 | \$ | 117.50 |
| 312  | W HIGH STREET   | N44-073660 | YOUAKIM LLC                   | 16-079   | Grass        | \$ | 45.00  | \$ | 22.50  | \$ | 22.50  |
| 424  | W HIGH STREET   | N44-008530 | ELIZABETH HERTLEIN-LAND       | 2015-248 | Grass        | \$ | 95.00  | \$ | 47.50  | \$ | 47.50  |
| 809  | W WATER STREET  | N44-020850 | BENJAMIN & CHRISTINA MARKOVIC | 16-031   | Grass        | \$ | 75.00  | \$ | 37.50  | \$ | 37.50  |
| 820  | W WATER STREET  | N44-020700 | DEAN EDWARD WHITLOW           | 16-032   | Grass        | \$ | 180.00 | \$ | 90.00  | \$ | 90.00  |
| 820  | W WATER STREET  | N44-020700 | DEAN EDWARD WHITLOW           | 16-073   | Grass        | \$ | 590.00 | \$ | 295.00 | \$ | 295.00 |
| 820  | W WATER STREET  | N44-020700 | DEAN EDWARD WHITLOW           | 2015-228 | Grass        | \$ | 320.00 | \$ | 160.00 | \$ | 160.00 |
| 617  | WEBER STREET    | N44-039830 | BAYVIEW LOAN SERVICING LLC    | 2015-250 | Grass        | \$ | 75.00  | \$ | 37.50  | \$ | 37.50  |
| 617  | WEBER STREET    | N44-039830 | BAYVIEW LOAN SERVICING LLC    | 16-071   | Grass        | \$ | 540.00 | \$ | 270.00 | \$ | 270.00 |
| 617  | WEBER STREET    | N44-039830 | BAYVIEW LOAN SERVICING LLC    | 16-017   | Grass        | \$ | 160.00 | \$ | 80.00  | \$ | 80.00  |
| 809  | WILSON AVENUE   | N44-038680 | SHARON FERREE                 | 16-018   | Grass        | \$ | 540.00 | \$ | 270.00 | \$ | 270.00 |
| 809  | WILSON AVENUE   | N44-038680 | SHARON FERREE                 | 16-065   | Grass        | \$ | 540.00 | \$ | 270.00 | \$ | 270.00 |
| 809  | WILSON AVENUE   | N44-038680 | SHARON FERREE                 | 2015-240 | Grass        | \$ | 540.00 | \$ | 270.00 | \$ | 270.00 |
| 623  | WOOD STREET     | N44-020130 | James Creager II              | 2015-251 | Grass        | \$ | 540.00 | \$ | 270.00 | \$ | 270.00 |
| 623  | WOOD STREET     | N44-020130 | James Creager II              | 2015-210 | Grass        | \$ | 140.00 | \$ | 70.00  | \$ | 70.00  |
| 623  | WOOD STREET     | N44-020130 | James Creager II              | 16-082   | Grass        | \$ | 540.00 | \$ | 270.00 | \$ | 270.00 |
| 623  | WOOD STREET     | N44-020130 | James Creager II              | 16-019   | Grass        | \$ | 520.00 | \$ | 260.00 | \$ | 260.00 |
| 419  | Y STREET        | N44-098560 | EDWARD J MCCROSSIN            | 2015-207 | Grass        | \$ | 550.00 | \$ | 275.00 | \$ | 275.00 |
| 419  | Y STREET        | N44-098560 | EDWARD J MCCROSSIN            | 2015-259 | Grass        | \$ | 560.00 | \$ | 280.00 | \$ | 280.00 |
| 419  | Y STREET        | N44-098560 | EDWARD J MCCROSSIN            | 16-067   | Grass        | \$ | 530.00 | \$ | 265.00 | \$ | 265.00 |
| 419  | Y STREET        | N44-098560 | EDWARD J MCCROSSIN & RAMONA   | 16-012   | Grass        | \$ | 580.00 | \$ | 290.00 | \$ | 290.00 |
| 429  | YOUNG STREET    | N44-045680 | JASON D WACKLER               | 2015-211 | Grass        | \$ | 75.00  | \$ | 37.50  | \$ | 37.50  |
| 431  | YOUNG STREET    | N44-045680 | JASON D WACKLER               | 2015-255 | Grass        | \$ | 530.00 | \$ | 265.00 | \$ | 265.00 |
| 431  | YOUNG STREET    | N44-045680 | JASON D WACKLER               | 16-052   | Prop. Maint. | \$ | 571.54 | \$ | 285.77 | \$ | 285.77 |
| 431  | YOUNG STREET    | N44-045680 | JASON D WACKLER               | 16-056   | Grass        | \$ | 540.00 | \$ | 270.00 | \$ | 270.00 |

2016 NUISANCE ABATEMENT ASSESSMENTS  
EXHIBIT "A"

2nd Reading August 2, 2016

|     |              |            |                 |          |       |              |           |           |
|-----|--------------|------------|-----------------|----------|-------|--------------|-----------|-----------|
| 431 | YOUNG STREET | N44-045680 | JASON D WACKLER | 16-030   | Grass | \$ 140.00    | \$ 70.00  | \$ 70.00  |
| 434 | YOUNG STREET | N44-022420 | BERTIE C COFFEE | 2015-219 | Grass | \$ 550.00    | \$ 275.00 | \$ 275.00 |
| 434 | YOUNG STREET | N44-022420 | BERTIE C COFFEE | 16-006   | Grass | \$ 540.00    | \$ 270.00 | \$ 270.00 |
| 434 | YOUNG STREET | N44-022420 | BERTIE C COFFEE | 2015-254 | Grass | \$ 550.00    | \$ 275.00 | \$ 275.00 |
| 434 | YOUNG STREET | N44-022420 | BERTIE C COFFEE | 16-057   | Grass | \$ 560.00    | \$ 280.00 | \$ 280.00 |
|     |              |            |                 |          |       | \$ 37,438.76 |           |           |

RESOLUTION NO. R-92-16

A RESOLUTION AUTHORIZING THE CITY  
MANAGER TO ENTER INTO A RIGHT OF ENTRY  
AND INDEMNITY AGREEMENT WITH CSX  
TRANSPORTATION, INC. FOR THE PAINTING  
OF THE CSX RAILROAD BRIDGE OVER US  
ROUTE 36

WHEREAS, the CSX railroad bridge over US Route 36 in Piqua, Ohio is in need of painting; and

WHEREAS, this bridge is located over one of the major gateways into the City; and

WHEREAS, CSX has control over this railroad and will give the City approval to paint the bridge pending substantial compliance with the Right of Entry and Indemnity Agreement; 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 Right of Entry and Indemnity Agreement for the CSX Bridge Painting Project substantially in the form attached hereto as Exhibit A and all documents, instruments, and agreements contemplated thereby and to execute such amendments to the Right of Entry and Indemnity Agreement from time to time as contemplated by such Agreement.

SEC. 2: The Finance Director certifies that funds are available and is hereby authorized to draw her warrant from time to time on the appropriate account of the city treasury in payment according to contract terms, not exceeding a total of \$52,180.

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

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

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

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



# Commission Agenda Staff Report

|   |  |   |   |
|---|--|---|---|
| <b>MEETING DATE</b>   | August 2, 2016   |   |   |
| <b>REPORT TITLE</b><br>(Should match resolution/ordinance title)                      | A Resolution authorizing the City Manager to enter into a Right of Entry and Indemnity Agreement with CSX Transportation, Inc. for the painting of the CSX railroad bridge over US Route 36.   |   |   |
| <b>SUBMITTED BY</b>   | Name & Title: Amy L. Havenar, City Engineer  |   |   |
|   | Department: Engineering  |   |   |
| <b>AGENDA CLASSIFICATION</b>  | <input type="checkbox"/> Consent   | <input type="checkbox"/> Ordinance  | <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular |
| <b>APPROVALS/REVIEWS</b>  | <input checked="" type="checkbox"/> City Manager   |   | <input type="checkbox"/> Asst. City Manager/Finance                             |
|   | <input type="checkbox"/> Asst. City Manager/Development  |   | <input type="checkbox"/> Law Director   |
|   | <input type="checkbox"/> Department Director   |   | <input type="checkbox"/> Other:   |
| <b>BACKGROUND</b><br>(Includes description, background, and justification)            | As a part of the painting of the CSX railroad bridge, the plans have to be reviewed by CSX Transportation (CSXT), CSXT must provide construction engineering and inspection, and CSXT must provide the flagging services. The City must also comply with the safety, insurance, environmental, and various other requirements of CSXT which are identified in the attached agreement. Once the agreement is signed, the City can proceed with awarding of a contract for the bridge printing project. The City is working with CSXT to see whether it is an option to issue a letter of credit prior to this work. |   |   |
| <b>BUDGETING AND FINANCIAL IMPACT</b><br>(Includes project costs and funding sources) | Budgeted \$:   | \$52,180  |   |
|   | Expenditure \$:  | \$52,180 (includes 10% contingency)   |   |
|   | Source of Funds:   | General Fund  |   |
|   | <b>Narrative:</b>  | This resolution includes a 10% contingency as CSXT has informed the City that this is only an estimate of the work to be completed. Any unused funds will be returned back to the City. |   |
| <b>OPTIONS</b><br>(Include Deny /Approval Option)                                     | 1.   | Approve the resolution and enter into an agreement with CSXT for the painting of the railroad bridge over US Route 36.  |   |
|   | 2.   | Do not approve the resolution and do not complete the painting of the bridge.   |   |
| <b>PROJECT TIMELINE</b>   | It is anticipated that bridge painting will be completed this fall.  |   |   |
| <b>STAFF RECOMMENDATION</b>   | Approve the resolution to allow for the painting of the CSX railroad bridge over US Route 36.  |   |   |
| <b>ATTACHMENTS</b>  | Right of Entry and Indemnity Agreement (Exhibit A)   |   |   |

Amy,

CSXT's review/disposition of the City's requested Agreement revisions trail:

**Sec. 1:** requested addition is acceptable.

**Sec. 2(D):** requested addition is NOT acceptable.

**Sec. 3(A)(2):** requested addition is acceptable.

**Sec. 4(C):** requested addition is acceptable.

**Sec. 5(B):** requested addition is NOT acceptable.

**Sec. 7(A):** requested addition is NOT acceptable.

**Sec. 7(B):** requested deletion is NOT acceptable.

**Sec. 10(A):** requested addition is NOT acceptable, nor is it necessary. The Agency already has prior notice of the Reimbursable Expenses per the Estimate. In the event actual expenses might exceed the Estimate, CSXT is obligated to provide Agency with notice and a revised estimate per 10(B).

**Sec. 10(C):** requested revision is not acceptable.

**Sec. 11(B):** requested addition is acceptable.

**Sec. 13(A):** this paragraph is in the agreement for scenarios where a mural or other artwork is being painted and the Agency has a vested interest in maintaining the artwork. If the Agency is simply painting and does not intend to do spot touch-ups to cover up any graffiti that someone might put up after the fact, no concerns with deleting the paragraph. Please advise.

**Sec. 19:** requested modifications are acceptable.

**Sec. 21:** requested modifications are acceptable.

**Ex. B:** requested addition is acceptable.

If the above disposition of requested revisions is acceptable, please advise and an updated version will be provided.

Thank you

Larry J. Shaw, PE | Senior Project Manager-Rail Division  
Alfred Benesch & Company  
P 317-610-3241 | C 317-417-1902

**RIGHT OF ENTRY AND INDEMNITY AGREEMENT**

**FOR**

**BRIDGE PAINTING (AESTHETIC)**

This Agreement is made and effective as of \_\_\_\_\_, by and between CSX TRANSPORTATION, INC., a Virginia corporation, with a mailing address of 500 Water Street, Jacksonville, Florida 32202, hereinafter called “CSXT,” and the City of Piqua, a public corporation, under the laws of the State of Ohio, with a mailing address of 201 West Water Street, Piqua, Ohio 45356, hereinafter called “AGENCY”.

**WHEREAS**, CSXT controls and operates a right of way and bridge located within the Louisville Division, Toledo Subdivision, at DOT# 155 210U, MP BE-87.69, Ash Street in Piqua, Miami County, Ohio (“the Property”);

**WHEREAS**, AGENCY has submitted a written request to enter the Property and to clean and paint portions of the structural steel of the bridge (the “Project”) as described in Exhibit A, attached and incorporated by reference; and

**WHEREAS**, CSXT is willing to grant AGENCY the limited right and permission to enter upon the Property for the limited purpose of performing the Project;

**NOW, THEREFORE**, CSXT hereby grants to AGENCY the right and permission to enter upon the Property for the purpose of performing the Project, subject to the terms and conditions set forth below:

**1. TERM AND SCOPE**

From the period starting from the date of execution of this Agreement, through the date that is one year from such date unless further extended by mutual agreement of the parties (the “Term”), AGENCY, through its employees, agents, contractors, subcontractors, and/or other representatives (each, a “Designee” and collectively, “Designees”), may, only once (meaning not on a repetitive basis) enter the Property and perform the Project (the “Work”). Notwithstanding the foregoing, provided that CSXT shall first have approved the specifications therefore, as set forth in Section 2 hereof, AGENCY may also engage in periodic spot painting to remove graffiti (the “Spot Painting”).

**2. PROJECT**

A. All plans, specifications, drawings and other documents necessary or appropriate to the design and performance of the Project, including but not limited to paint color and temporary attachment specifications (if any), shall be prepared, at AGENCY’s sole cost and expense, by AGENCY or its Designees. Such plans shall be submitted to CSXT for

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review and approval of CSXT at least thirty (30) days prior to starting the Work or Spot Painting. The specifications for Spot Painting must include the paint color (which must be compatible with the most recent paint applied), application method (e.g. spray, brush, etc.), and structure access/reach equipment type (e.g. ladders, man lifts, etc.). CSXT may require paint removal prior to Spot Painting for safety reasons; if so, AGENCY must also submit a paint removal method (e.g. sand-blasting, chemical removal, etc.). **No Work or Spot Painting may begin until CSXT has approved the plans and specifications.** By its review or approval of plans pursuant to this Agreement, CSXT signifies only that such plans and performance of the Work and Spot Painting in accordance with such plans satisfy CSXT's requirements.

B. Upon receipt of the specifications, CSXT's authorized representative will determine and inform AGENCY whether a flagman need be present and whether AGENCY need implement any special protective or safety measures. If a flagman is required, AGENCY shall notify CSXT's authorized representative and arrange for safety protection in accordance with this Agreement.

C. The Work and Spot Painting shall be performed in accordance with good and sound practices, to the satisfaction of CSXT's authorized representative in a manner to avoid accidents, damages, unnecessary delays to or interference with the continuous and uninterrupted use of CSXT tracks or other operations, including train, signal, telephone and communication services, or damage to CSXT's property, or to poles, wires, and other facilities of tenants on CSXT's property or right-of-way. Under no circumstances shall Work or Spot Painting affect the operations or safety of trains. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT's property, AGENCY shall make such provision.

D. The Project shall be designed and the Work and Spot painting performed at no cost, expense or liability to CSXT.

3. **COMMENCEMENT OF WORK; AUTHORITY OF CSXT REPRESENTATIVE**

A. AGENCY shall not commence any Work on CSXT Property until AGENCY has:

1. Notified CSXT in writing of the date that it expects Work or Spot Painting to commence on the Project. Such notice must be received by CSXT at least ten (10) business days in advance of the date AGENCY proposes to begin Work or Spot Painting on the Property. The notice must refer to this Agreement by date.
2. Obtain authorization from CSXT's authorized representative to begin Work on CSXT property, such authorization to include an outline of specific conditions with which AGENCY must comply.

B. CSXT retains the paramount right to regulate all activities affecting its property and operations. CSXT's authorized representative shall have final authority in all matters

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affecting the safe maintenance of CSXT operations and CSXT property, and his or her approval shall be obtained by AGENCY for methods of construction to avoid interference with CSXT operations and CSXT property and all other matters contemplated by the Agreement.

**4. FLAGGING / INSPECTION SERVICE**

A. CSXT has sole authority to determine the need for flagging required to protect its operations and property.

B. CSXT shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CSXT's authorized representative, such inspection may be necessary.

C. Any CSXT expenses associated with flagging and inspection service shall be calculated, estimated, and reimbursed by AGENCY in the manner described in Section 10.

D. Should CSXT's authorized representative determine that flagging is necessary, AGENCY may attempt to coordinate the timing of the Work or Spot Painting with CSXT's authorized representative so that the Project may be performed during times that flagging is already ongoing at the Property.

**5. SAFETY**

A. CSXT will provide AGENCY with a copy of its safety rules and requirements prior to the commencement of the Work or Spot Painting. Any AGENCY personnel or Designee entering the Property must comply with CSXT's safety rules and requirements. Anyone not in compliance with these rules and regulations will be asked to leave the Property.

B. Before performing any Work authorized by this Agreement, AGENCY, at no expense to CSXT, will obtain all necessary permit(s) (including, but not limited to, zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. AGENCY expressly agrees and warrants that it shall conform and limit activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (state, federal or local) having jurisdiction over the activities in the Project, including applicable provisions of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b), et al.).

**6. ACCESS LIMITATIONS; STORAGE OF MATERIALS**

A. This Agreement does not give AGENCY the right to cross CSXT property or tracks with vehicles, equipment or in any other matter other than at an existing and open

public crossing. At no time will anyone performing the Work or Spot Painting be allowed beyond the bridge abutments on CSXT's property or be allowed on top of the bridge unless accompanied by CSXT personnel.

B. AGENCY shall not store materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations, unless AGENCY has received prior written permission from CSXT's authorized representative.

7. **ENVIRONMENTAL**

A. This Agreement does not include and expressly excludes the performance of any site investigation activities designed to determine environmental conditions on, about or beneath the Property.

B. AGENCY shall comply with all federal, state and local environmental laws and regulations in its work at the Property and shall perform the Work or Spot Painting in an environmentally protective manner, and shall prevent releases and spills of any materials that could harm human health or the environment, including but not limited to, hydrocarbon products, anti-freeze, spent mechanical draining, solvents, hazardous substances and hazardous wastes as defined in the Comprehensive Environmental Response, Compensation and Liability Act and the Resource Conservation and Recovery Act, respectively ("Environmental Substances"). AGENCY, at its expense, shall assume all responsibility for the investigation and cleanup of any release or discharge of any Environmental Substance at the Property that arises from the performance of any work, presence or other activity at the Property by AGENCY or its Designees. In addition to other liability terms contained in this Agreement, AGENCY agrees to indemnify, defend and hold harmless CSXT and CSXT's Affiliates from and against all environmental costs and expenses, including without limitation, all environmental analysis and cleanup expenses, fines and claims, or penalties arising from any work, presence or activity of the AGENCY or its Designees at the Property.

8. **REMEDICATION AND CLEAN-UP**

AGENCY, upon completion of the Work or Spot Painting, shall (i) remove from the Property any equipment, surplus materials, or rubbish belonging to AGENCY or AGENCY's Designee; and (ii) leave CSXT Property to its original condition, satisfactory to CSXT's authorized representative.

9. **INSURANCE AND WAIVERS**

AGENCY shall (i) acquire or require AGENCY's Designee to purchase and maintain insurance in compliance with CSXT's insurance requirements attached to this Agreement as Exhibit B; (ii) require any individual not employed by AGENCY to execute the Waiver and Release Form attached hereto as Exhibit C; and (iii) require any Designee to execute the Acceptance by AGENCY Designee Form attached hereto as Exhibit D prior

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to entering CSXT property and/or commencing any Work or Spot Painting. Neither AGENCY nor AGENCY's Designee shall commence the Work or Spot Painting until such insurance policy or policies and forms have been submitted to and approved by CSXT's Risk Management Department.

**10. CSXT'S COSTS AND EXPENSES; REIMBURSEMENT PROCEDURES**

A. Reimbursable Expenses. AGENCY shall reimburse CSXT or shall cause AGENCY's Designee to reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Project, Work or Spot Painting (the "Reimbursable Expenses").

B. Estimate. CSXT has estimated the total Reimbursable Expenses as shown on Exhibit E (the "Estimate", as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses may exceed such Estimate, it shall provide AGENCY with the revised Estimate of the total Reimbursable Expenses.

C. Payment Terms. Upon execution and delivery of this Agreement by AGENCY, AGENCY will deposit with CSXT a sum equal to the estimated Reimbursable Expenses, as shown by the Estimate. Following completion of the Project, CSXT shall submit to AGENCY a final invoice that reconciles the total costs incurred by CSXT against the total payments received from AGENCY. AGENCY shall pay to CSXT the amount by which expenses exceed total payments as shown by the final invoice, within thirty (30) days following delivery of such invoice to AGENCY. In the event that the payments received by CSXT from AGENCY exceed the estimated expenses, CSXT shall remit such excess to AGENCY.

**11. INDEMNIFICATION.**

A. As a material inducement for entering into this Agreement, and without which CSXT would not enter into the same, AGENCY covenants and agrees that to the extent permitted by law, AGENCY shall indemnify, defend, and hold CSXT and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of CSXT, its affiliates, AGENCY or its Designees), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of CSXT, its affiliates, AGENCY or its Designees), arising or resulting from the performance of this Agreement by AGENCY or any other person performing any work or service on the AGENCY's behalf on or about the Property. The foregoing indemnification obligation shall not be limited to the insurance coverage required by this Agreement, except to the extent required by law or otherwise expressly provided by this Agreement.

B. Compliance with Laws. AGENCY shall comply, and shall require its Designees to comply, with any federal, state, or local laws, statutes, codes, ordinances, rules, and

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regulations applicable to its construction and maintenance of the Project. AGENCY's Designees shall indemnify, defend, and hold CSXT and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Section.

C. "CSXT Affiliates". For the purpose of this Agreement, CSXT's affiliates include CSX Corporation and all entities, directly or indirectly, owned or controlled by or under common control of CSXT or CSX Corporation and their respective officers, directors, employees and agents.

D. Survival. The provisions of this Section shall survive the termination or expiration of this Agreement.

## 12. CLAIMS

AGENCY shall promptly notify the CSXT's authorized representative of any loss, damage, or injury arising out of or in connection with the Work or Spot Painting. AGENCY shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of CSXT for any such Work or Spot Painting performed.

## 13. MAINTENANCE

A. By AGENCY. Upon completion of the Project, AGENCY, or its Designee, shall be solely responsible for maintaining the aesthetic appearance of the Project, including taking any actions deemed necessary by CSXT, in its sole discretion, to address any damage or disfiguration due to vandalism or graffiti by Spot Painting, in accordance with Section 1. In the event AGENCY or its Designee fails to maintain the aesthetic appearance of the Project in a reasonable condition, as determined by CSXT in its sole discretion, CSXT, after due notice to AGENCY, may ~~[(i) require AGENCY to remove or paint over the mural, (ii) at AGENCY Designee's sole cost and expense arrange for the mural to be removed or painted over, or (iii)]~~ take such action as it deems appropriate to restore the railroad bridge to a condition acceptable to CSXT. For purposes of this Section, "due notice" shall mean thirty (30) days' notice unless CSXT, in its sole discretion, determines that an emergency condition exists, in which case, AGENCY or its Designee shall take immediate action.

B. By CSXT. CSXT shall not in any manner be restricted from (i) maintaining, repairing, replacing or renewing its tracks, all parts of the railroad bridge supports, signal and communication systems or any other rail facilities or its property as it deems appropriate or (ii) performing any actions required to reasonably support rail operations. Neither shall CSXT in any manner be responsible for any damage or disfiguration caused to the Project due to such work, actions, or railroad operations, nor

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shall CSXT be responsible for the aesthetic appearance of the mural or the area of the railroad bridge supports upon which the Project is painted, so long as AGENCY remains responsible for the maintenance of the Project.

C. Alterations. AGENCY shall not undertake any alteration, modification or expansion of the Project, without the prior approval of CSXT, which may be withheld for any reason, and the execution of such agreements as CSXT may require.

**14. INDEPENDENT CONTRACTOR**

The parties agree that neither AGENCY nor the AGENCY Designee shall be deemed either agents or independent contractors of CSXT. Except as otherwise provided by this Agreement, CSXT shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by AGENCY or AGENCY's Representative, or the construction practices, procedures, and professional judgment employed by AGENCY or AGENCY's Representative to complete the Project. Notwithstanding the foregoing, this Section shall in no way affect the absolute authority of CSXT to prohibit AGENCY or AGENCY's Representative or anyone from entering CSXT's property, or to require the removal of any person from its property, if it determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Property exist.

**15. INTERPRETATION**

AGENCY and CSXT each acknowledge that the terms, covenants, conditions, and provisions of this Agreement have been negotiated between and jointly authored by the parties hereto, and in consequence of this joint authorship, the parties agree that no term, covenant, condition or provision hereunder shall be construed more strictly against one party or the other hereto.

**16. SEVERABILITY**

The parties agree that if any part, term or provision of the Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable. If any provision or any part of a provision of the Agreement shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable law, ordinance, rule or regulation, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Agreement, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

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**17. ENTIRE AGREEMENT**

This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of all parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. No modification or alteration of the terms hereof shall be binding unless such modification or alteration is in writing and executed by the parties.

**18. NOTICES**

All notices, consents and approvals required or permitted by this agreement shall be in writing and shall be deemed delivered; upon personal delivery, upon the expiration of three (3) business days following mailing by U.S. first class mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party.

TO CSXT: CSX Transportation, Inc.  
500 Water Street, J301  
Jacksonville, Florida 32202  
Attention – Director Project Management, Public Projects

TO AGENCY: Amy Havenar, P.E.  
City Engineer  
City of Piqua  
201 West Water Street  
Piqua, Ohio 45356

**19. TERMINATION**

CSXT and AGENCY shall have the right to terminate this Agreement upon notice for any reason.

Termination of this Agreement or Work on the Project, for any reason, shall not diminish or reduce AGENCY's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Work for any reason, CSXT's only remaining obligation to AGENCY shall be to refund to AGENCY payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 10.

**20. WAIVER**

If any party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall in no way be construed as a permanent waiver of any rights or obligations in this Agreement,

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nor in any way to affect the validity of this Agreement or any part hereof or the right of either party to thereafter enforce each and every such provision and to exercise any such right or option. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

**21. GOVERNING LAW; VENUE**

This Agreement shall be governed by and construed under the laws of the State of Florida, without regard to the choice of law provisions thereof. Venue for any action arising from, or brought to enforce, this Agreement, shall vest exclusively in the state or federal courts located in Duval County, Florida, and the parties agree to submit to the personal jurisdiction of any state or federal court located in Duval County, Florida.

**22. ASSIGNMENT**

This Agreement shall be binding upon the parties hereto and upon all persons successor in interest to said parties. This Agreement shall not be assignable by AGENCY without the express written consent of CSXT.

**[SIGNATURE PAGE FOLLOWS]**

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PIQUA, MIAMI COUNTY, OHIO  
BRIDGE PAINTING – CSXT OVER ASH STREET - DOT# 155 210U  
MILEPOST BE-87.69; LOUISVILLE DIVISION; TOLEDO SUBDIVISION  
CSXT OP NUMBER OH1118

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as of the day and year first above written.

**Agency**

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\_\_\_\_\_  
Gary A. Huff, City Manager

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

**CSX TRANSPORTATION, INC.**

\_\_\_\_\_  
Tony C. Bellamy, P.E.

Director Project Management – Public Projects

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

APPROVED AS TO FORM AND LEGALITY:

**DRAFT**

\_\_\_\_\_  
AGENCY Attorney

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

**EXHIBIT A**

**PROJECT PLANS AND SPECIFICATIONS**

As of the date of this Agreement, the following plans, specifications and drawings have been submitted by Agency to CSXT for its review and approval:

| <b><u>SHEET</u></b> | <b><u>DESCRIPTION</u></b> | <b><u>SUBMITTED BY</u></b> | <b><u>RECEIVED</u></b> |
|---------------------|---------------------------|----------------------------|------------------------|
| 1 of 10             | Title Sheet               | KORDA                      | 05/26/2016             |
| 2 of 10             | General Notes             | KORDA                      | 05/26/2016             |
| 3-7 of 10           | Maintenance of Traffic    | KORDA                      | 05/26/2016             |
| 8 of 10             | General Summary           | KORDA                      | 05/26/2016             |
| 9-10 of 10          | Structure                 | KORDA                      | 05/26/2016             |

**NOTE:** In the event subsequent submissions are made by Agency to CSXT for review and approval, once approved, said plans shall be considered to be incorporated into this Exhibit A as of the date of CSXT's written approval.

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**EXHIBIT B**

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**INSURANCE REQUIREMENTS**

**I. Insurance Policies:**

Agency and its Designee, if and to the extent that either is performing work on or about CSXT's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability (CGL) coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional insured.

2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates [if permitted by state law].

3. Commercial Automobile Liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional insured.

4. Railroad Protective Liability (RPL) insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:

a. The Railroad Protective Liability Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.

b. CSX Transportation must be the named insured on the Railroad Protective Liability Insurance Policy. The named insured's address should be listed as:

CSX Transportation, Inc.  
500 Water Street, C-907  
Jacksonville, FL 32202

c. The Name and Address of the Designee and of the Project Sponsor/Involved Governmental Agency must be shown on the Declarations page.

d. A description of operations and location must appear on the Declarations page and must match the Project description.

e. Terrorism Risk Insurance Act (TRIA) coverage must be included.

f. Authorized endorsements must include:

(i) Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later

g. Authorized endorsements may include:

(i) Broad Form Nuclear Exclusion - IL 00 21  
(ii) Notice of Non-renewal or cancellation  
(iii) Required State Cancellation Endorsement  
(iv) Quick Reference or Index - CL/IL 240

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h. Authorized endorsements may not include:

- (i) A Pollution Exclusion Endorsement except CG 28 31
- (ii) An Endorsement that excludes TRIA coverage
- (iii) An Endorsement that limits or excludes Professional Liability coverage
- (iv) A Non-Cumulation of Liability or Pyramiding of Limits Endorsement
- (v) A Known Injury Endorsement
- (vi) A Sole Agent Endorsement
- (vii) A Punitive or Exemplary Damages Exclusion
- (viii) A "Common Policy Conditions" Endorsement
- (ix) Policies that contain any type of deductible
- (x) Any endorsement that is not named in Section 4 (f) or (g) above that CSXT deems unacceptable

5. All insurance companies must be A. M. Best rated A- and Class VII or better.

6. Such additional or different insurance as CSXT may require.

II. Additional Terms

1. Contractor must submit the complete Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies in an electronic format to:

insurancedocuments@csx.com

2. Neither Agency nor its Designee may begin work on or about CSXT property until written approval of the required insurance has been received from CSXT or CSXT's Insurance Compliance vendor, Ebix.

III. Provision of Required Insurance through CSXT's RPL Policy.

Notwithstanding the foregoing, and in order to fully satisfy the provisions of the RPL (but not CGL) insurance requirements herein, Agency or Agency's Designees may pay CSXT, at CSXT's current rate at time of request, the cost of adding this Project to CSXT's RPL Policy for the duration of the Project. This coverage is offered at CSXT's discretion and may not be available under all circumstances

**EXHIBIT C**

**WAIVER AND RELEASE FORM  
TEMPORARY LICENSE AGREEMENT**

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\_\_\_\_\_ shall indemnify and hold CSX Transportation, Inc. (“CSXT”), the owner or holder in interest of the tract of real property known as the CSX Transportation right of way under the \_\_\_\_\_, (the “Property”), harmless from all claims, damages, demands, causes of action, suits, expenses (including attorney's fees and costs), judgments and interest whatsoever arising from a project to clean up and paint the bridge supports on the Property.

Signature: \_\_\_\_\_

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

Note: AGENCY must require any member, volunteer or other person not employed by AGENCY to execute this Waiver and Release Form, Exhibit C, prior to entering CSXT property and/or commencing any work on the Project. A copy of all Waiver and Release Forms obtained from any member, volunteer or other person not employed by AGENCY must be sent to:

Ricky Shephard  
Manager, Insurance Claims  
CSX Transportation  
500 Water Street C-907  
Jacksonville, FL 32202  
Phone: 904-359-1782  
Fax: 904-245-4796

**EXHIBIT D**

**DRAFT**

**ACCEPTANCE BY AGENCY DESIGNEE**

To and for the benefit of CSX Transportation, Inc. (“CSXT”) and to induce CSXT to permit the AGENCY Designee on or about CSXT’s property for the purposes of performing Work or Spot Painting in accordance with the Agreement dated \_\_\_\_\_, 201\_\_, between AGENCY and CSXT, AGENCY Designee hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibit B and Exhibit C to the Agreement, and Sections 2, 3, 7, 8, 11, and 13 of the Agreement. Any notices required to be given to AGENCY Designee shall be in writing and delivered to the person identified below.

AGENCY Designee

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

PDF notices shall be delivered to:

Nicole\_Henning@csx.com  
LShaw@Benesch.com

**DRAFT**

**EXHIBIT E**

**ESTIMATE OF REIMBURSABLE EXPENSES**

**Attached**

**CSX TRANSPORTATION, INC.  
FORCE ACCOUNT ESTIMATE**

ACCT. CODE : 709 - OH1118

**DRAFT**

|  |  |                 |               |                   |          |
|--|--|-----------------|---------------|-------------------|----------|
| <b>ESTIMATE SUBJECT TO REVISION AFTER:</b> | <b>11/15/2016</b>  | <b>DOT NO.:</b> | 155 201U      |                   |          |
| <b>CITY:</b>                               | Piqua  | <b>COUNTY:</b>  | Miami         |                   |          |
| <b>DESCRIPTION:</b>                        | Bridge Painting - CSXT over Ash Street (PE, CE&I & Flagging) |                 | <b>STATE:</b> | OH                |          |
| <b>DIVISION:</b>                           | Louisville   | <b>SUB-DIV:</b> | Toledo        | <b>MILE POST:</b> | BE-87.69 |
| <b>AGENCY PROJECT NUMBER:</b>              | MIA-36-11.44   |                 |               |                   |          |

**PRELIMINARY ENGINEERING:**

|  |    |              |
|--|----|--------------|
| 212 Contracted & Administrative Engineering Services | \$ | 5,000        |
| <b>Subtotal</b>                                      | \$ | <u>5,000</u> |

**CONSTRUCTION ENGINEERING/INSPECTION:**

|  |    |               |
|--|----|---------------|
| 212 Contracted & Administrative Engineering Services | \$ | 12,000        |
| <b>Subtotal</b>                                      | \$ | <u>12,000</u> |

**FLAGGING SERVICE: (Contract Labor)**

|   |    |               |
|---|----|---------------|
| 070 Labor (Conductor-Flagman)                 | \$ | -             |
| 050 Labor (Foreman/Inspector)                 | \$ | 10,976        |
| 070 Additive (Transportation Department)      | \$ | -             |
| 050 Additive 118.86% (Engineering Department) | \$ | 13,046        |
| 230 Per Diem (Engineering Department)         | \$ | 2,100         |
| 230 Expenses                                  | \$ | -             |
| <b>Subtotal</b>                               | \$ | <u>26,122</u> |

**SIGNAL & COMMUNICATIONS WORK:**

\$ -

**TRACK WORK:**

\$ -

**PROJECT SUBTOTAL**

\$ 43,122

|                                  |        |    |       |
|----------------------------------|--------|----|-------|
| 900 <b><u>CONTINGENCIES:</u></b> | 10.00% | \$ | 4,312 |
|----------------------------------|--------|----|-------|

|                          |    |               |
|--------------------------|----|---------------|
| <b>GRAND TOTAL *****</b> | \$ | <u>47,434</u> |
|--------------------------|----|---------------|

**DIVISION OF COST:**

|                    |                |    |               |
|--------------------|----------------|----|---------------|
| Agency             | <u>100.00%</u> | \$ | 47,434        |
| Railroad           |                | \$ | -             |
| <b>TOTAL *****</b> |                | \$ | <u>47,434</u> |

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Assistant Chief Engineer Public Projects--Jacksonville, Florida

Prepared by: Alfred Benesch & Company  
DATE: 5/19/2016

REVISED:

Approved by: AJD  
DATE: 5/20/2016

CSXT Public Project Group

RESOLUTION NO. R-93-16

**A RESOLUTION AWARDING A CONTRACT TO  
APBN, INC. FOR THE PAINTING OF THE CSX  
RAILROAD BRIDGE OVER E. ASH STREET**

WHEREAS, on January 5, 2016, this Commission passed Resolution No. R-5-16 authorizing the City Purchasing Analyst to advertise for bids, according to law, for the painting of the CSX Railroad Bridge; and

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

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

SEC. 1: A contract is hereby approved with APBN, Inc. as the lowest, responsible bidder for the painting of the CSX Railroad Bridge over E. Ash Street and the City Manager is hereby authorized to execute a contract with said bidder pursuant to contract specifications.

SEC. 2: The Finance Director certifies that funds are available and is hereby authorized to draw her warrants from time to time on the appropriate account of the city treasury in payment according to contract terms, not exceeding a total of \$221,000.

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

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

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

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



# Commission Agenda Staff Report

|   |  |   |   |
|---|--|---|---|
| <b>MEETING DATE</b>   | August 2, 2016   |   |   |
| <b>REPORT TITLE</b><br>(Should match resolution/ordinance title)                      | A Resolution awarding a contract to APBN, Inc. for the painting of the CSX Railroad Bridge over E. Ash Street.   |   |   |
| <b>SUBMITTED BY</b>   | Name & Title: Amy L. Havenar, City Engineer  |   |   |
|   | Department: Engineering  |   |   |
| <b>AGENDA CLASSIFICATION</b>  | <input type="checkbox"/> Consent   | <input type="checkbox"/> Ordinance  | <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular |
| <b>APPROVALS/REVIEWS</b>  | <input checked="" type="checkbox"/> City Manager   |   | <input type="checkbox"/> Asst. City Manager/Finance                             |
|   | <input type="checkbox"/> Asst. City Manager/Development  |   | <input type="checkbox"/> Law Director   |
|   | <input type="checkbox"/> Department Director   |   | <input type="checkbox"/> Other:   |
| <b>BACKGROUND</b><br>(Includes description, background, and justification)            | <p>On June 30, 2016, five bids were received for the CSX Railroad Bridge Painting Project (see attached Exhibit A).</p> <p>The project will consist of the surface preparation of the existing structural steel and the repainting of the structural steel. The project also includes the maintenance of traffic associated with the lane closures on E. Ash Street to complete this work.</p> <p>The project was bid with an alternate to seal the concrete surfaces at the ends of the bridge and we are recommending that this alternate be awarded as a part of the project.</p> |   |   |
| <b>BUDGETING AND FINANCIAL IMPACT</b><br>(Includes project costs and funding sources) | Budgeted \$:   | \$221,000   |   |
|   | Expenditure \$:  | \$221,000 (includes 10% contingency)  |   |
|   | Source of Funds:   | General Fund  |   |
|   | <b>Narrative:</b>  | This resolution includes a 10% contingency for items of work which may be required which are not included in the original plans and specifications. |   |
| <b>OPTIONS</b><br>(Include Deny /Approval Option)                                     | 1.   | Approve the resolution and complete the CSX Railroad Bridge Repainting Project.   |   |
|   | 2.   | Do not approve the resolution and do not complete the repainting of the CSX Railroad Bridge.  |   |
| <b>PROJECT TIMELINE</b>   | The work will be completed this fall.  |   |   |
| <b>STAFF RECOMMENDATION</b>   | Approve the resolution to allow for the repainting of the CSX Railroad Bridge.   |   |   |
| <b>ATTACHMENTS</b>  | Bid Tabulation (Exhibit A)   |   |   |

**Exhibit A**

| CITY OF PIQUA 16-05 CSX RAILROAD BRIDGE OVER E-ASH STREET Bid Tab 06/30/16 - 10:00 A.M.                        |          | Quantity     | Price         | Extension                    | Price                 | Extension               | Price         | Extension    | Price        | Extension     | Price     | Extension |
|--|----------|--------------|---------------|------------------------------|-----------------------|-------------------------|---------------|--------------|--------------|---------------|-----------|-----------|
|  |          |              | APBN Inc      | Vimas Painting Company, Inc. | Legend Painting, Inc. | Elite Contractors, Inc. | Gemstone, LLC |              |              |               |           |           |
|  |          |              | Price         | Price                        | Price                 | Price                   | Price         | Price        | Price        | Price         | Price     | Price     |
|  |          |              | Extension     | Extension                    | Extension             | Extension               | Extension     | Extension    | Extension    | Extension     | Extension | Extension |
|  |          |              | Price         | Price                        | Price                 | Price                   | Price         | Price        | Price        | Price         | Price     | Price     |
|  |          |              | Extension     | Extension                    | Extension             | Extension               | Extension     | Extension    | Extension    | Extension     | Extension | Extension |
| <b>Item List A - BASE BID</b>  |          |              |               |                              |                       |                         |               |              |              |               |           |           |
| 514 - LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTANCE - HOUR  | 40.00    | \$ 50.00     | \$ 2,000.00   | \$ 2,000.00                  | \$ 80.00              | \$ 3,200.00             | \$ 20.00      | \$ 800.00    | \$ 60.00     | \$ 2,400.00   |           |           |
| 514 - INCREASED BARRIER DELINEATION - FT   | 1,073.00 | \$ 0.10      | \$ 107.30     | \$ 2,145.00                  | \$ 2.00               | \$ 2,145.00             | \$ 2.00       | \$ 2,146.00  | \$ 3.00      | \$ 3,219.00   |           |           |
| 514 - WORK ZONE IMPACT ATTENUATOR (BIDIRECTIONAL) - EACH   | 4.00     | \$ 1.00      | \$ 4.00       | \$ 7,200.00                  | \$ 1,800.00           | \$ 7,200.00             | \$ 1,800.00   | \$ 7,200.00  | \$ 2,000.00  | \$ 8,000.00   |           |           |
| 514 - OBJECT MARKER, ONE WAY - EACH  | 13.00    | \$ 1.00      | \$ 13.00      | \$ 143.00                    | \$ 11.00              | \$ 143.00               | \$ 11.00      | \$ 143.00    | \$ 25.00     | \$ 325.00     |           |           |
| 514 - WORK ZONE CENTERLINE, CLASS 1 - MILE   | 0.88     | \$ 1.00      | \$ 0.88       | \$ 1,848.00                  | \$ 2,095.00           | \$ 1,843.90             | \$ 2,095.00   | \$ 1,843.80  | \$ 3,000.00  | \$ 2,540.00   |           |           |
| 514 - WORK ZONE EDGE LINE, CLASS 1 - MILE  | 0.62     | \$ 1.00      | \$ 0.62       | \$ 1,209.00                  | \$ 1,950.00           | \$ 1,209.00             | \$ 1,950.00   | \$ 1,209.00  | \$ 3,000.00  | \$ 1,860.00   |           |           |
| 622 - PORTABLE BARRIER, 32' - FT   | 880.00   | \$ 0.10      | \$ 88.00      | \$ 11,440.00                 | \$ 13.00              | \$ 11,440.00            | \$ 13.00      | \$ 11,440.00 | \$ 20.00     | \$ 17,600.00  |           |           |
| 514 - SURFACE PREPARATION OF EXISTING STRUCTURAL STEEL - SF  | 6,942.00 | \$ 10.00     | \$ 69,420.00  | \$ 95,130.00                 | \$ 13.00              | \$ 82,446.00            | \$ 14.00      | \$ 86,788.00 | \$ 19.50     | \$ 123,669.00 |           |           |
| 514 - FIELD PAINTING OF EXISTING STRUCTURAL STEEL, PRIME COAT - SF   | 6,942.00 | \$ 5.00      | \$ 31,710.00  | \$ 12,684.00                 | \$ 4.00               | \$ 25,968.00            | \$ 4.50       | \$ 28,539.00 | \$ 4.00      | \$ 25,968.00  |           |           |
| 514 - FIELD PAINTING OF EXISTING STRUCTURAL STEEL, INTERMEDIATE COAT - SF                                      | 6,942.00 | \$ 5.00      | \$ 31,710.00  | \$ 12,684.00                 | \$ 4.50               | \$ 28,539.00            | \$ 4.50       | \$ 28,539.00 | \$ 4.00      | \$ 25,968.00  |           |           |
| 514 - FIELD PAINTING OF EXISTING STRUCTURAL STEEL, FINISH COAT, AS PER PLAN - SF                               | 6,942.00 | \$ 5.00      | \$ 31,710.00  | \$ 12,684.00                 | \$ 5.00               | \$ 31,710.00            | \$ 4.50       | \$ 28,539.00 | \$ 4.00      | \$ 25,968.00  |           |           |
| 514 - GRINDING FIN. TEARS, SLIVERS ON EXISTING STRUCTURAL STEEL - MNHR   | 12.00    | \$ 100.00    | \$ 1,200.00   | \$ 1,200.00                  | \$ 100.00             | \$ 1,200.00             | \$ 70.00      | \$ 840.00    | \$ 125.00    | \$ 1,500.00   |           |           |
| 514 - FINAL INSPECTION REPAIR - EACH   | 6.00     | \$ 300.00    | \$ 1,800.00   | \$ 1,200.00                  | \$ 500.00             | \$ 3,000.00             | \$ 250.00     | \$ 1,500.00  | \$ 400.00    | \$ 2,400.00   |           |           |
| 100 - SPECIAL - PREMIUM ON RAILROAD'S PROTECTIVE PUBLIC LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE - LS | 1.00     | \$ 5,000.00  | \$ 5,000.00   | \$ 5,000.00                  | \$ 5,000.00           | \$ 5,000.00             | \$ 4,000.00   | \$ 4,000.00  | \$ 10,000.00 | \$ 10,000.00  |           |           |
| 103 - PREMIUM FOR CONTRACT PERFORMANCE BOND AND FOR PAYMENT BOND - LS  | 1.00     | \$ 3,000.00  | \$ 3,000.00   | \$ 4,000.00                  | \$ 7,783.00           | \$ 7,783.00             | \$ 4,000.00   | \$ 4,000.00  | \$ 10,000.00 | \$ 10,000.00  |           |           |
| 514 - MAINTAINING TRAFFIC - LS   | 1.00     | \$ 10,000.00 | \$ 10,000.00  | \$ 24,000.00                 | \$ 27,221.00          | \$ 27,221.00            | \$ 15,108.00  | \$ 15,108.00 | \$ 45,000.00 | \$ 45,000.00  |           |           |
| 524 - MOBILIZATION - LS  | 1.00     | \$ 10,000.00 | \$ 10,000.00  | \$ 15,000.00                 | \$ 25,000.00          | \$ 25,000.00            | \$ 50,000.00  | \$ 50,000.00 | \$ 15,000.00 | \$ 15,000.00  |           |           |
| <b>17 Base Items Totals</b>  |          |              | \$ 191,753.80 | \$ 209,568.00                | \$ 264,466.60         | \$ 274,652.60           | \$ 319,717.00 |              |              |               |           |           |
| <b>Item List B - ALTERNATE BID</b>   |          |              |               |                              |                       |                         |               |              |              |               |           |           |
| 512 - SEALING OF CONCRETE SURFACES (EPOXY-URETHANE) - LS   | 1.00     | \$ 10,000.00 | \$ 10,000.00  | \$ 8,000.00                  | \$ 2,800.00           | \$ 2,800.00             | \$ 8,960.00   | \$ 8,960.00  | \$ 10,000.00 | \$ 10,000.00  |           |           |
| <b>18 Total Items Totals</b>   |          |              | \$ 201,753.80 | \$ 217,568.00                | \$ 267,266.60         | \$ 283,592.60           | \$ 329,717.00 |              |              |               |           |           |

**RESOLUTION NO. R-94-16**

**A RESOLUTION IMPOSING A MORATORIUM FOR A PERIOD OF ONE HUNDRED AND EIGHTY DAYS ON THE GRANTING OF ANY PERMIT ALLOWING RETAIL DISPENSARIES, CULTIVATORS, OR PROCESSORS OF MEDICAL MARIJUANA WITHIN THE CITY OF PIQUA, OHIO AND DECLARING AN EMERGENCY**

WHEREAS, the City of Piqua, Ohio desires to coordinate regulations regarding the location and operation of businesses within the City, including Retail dispensaries, cultivators, or processors of medical marijuana; and

WHEREAS, for the purposes of this Resolution, "retail dispensaries", "cultivators", and "processors" are defined in newly enacted Chapter 3796 of the Ohio Revised Code; and

WHEREAS, the State of Ohio recently enacted laws concerning medical marijuana; and

WHEREAS, House Bill 523 becomes effective on September 8, 2016; and

WHEREAS, Revised Code Section 3796.29 allows municipalities to prohibit and/or limit the location of retail dispensaries, cultivators, and processors of medical marijuana within corporate limits; and

WHEREAS, it is recommended that the City Administration review and make recommendations on this issue to conform to the City's goals of providing adequate regulations and to ensure the public peace, health, safety and welfare of its citizens; and

WHEREAS, a moratorium on the granting of permits within the City of Piqua will allow the City time to accomplish these goals.

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

SEC 1: The City Commission seeks a moratorium on permits for the establishment of retail dispensaries, cultivators, and processors of medical marijuana to preserve the public peace, health, safety, and welfare of the citizens of the City of Piqua, Ohio.

SEC. 2: The City Commission seeks to limit the duration of the moratorium and to request the immediate investigation and review of proposed comprehensive regulations for the establishment of retail dispensaries, cultivators, and processors of medical marijuana within the one-hundred and eighty day period of the moratorium.

SEC 3: The City Commission hereby imposes a moratorium on permits for the establishment of retail dispensaries, cultivators, and processors of medical marijuana for a period of one hundred and eighty 180 days from the effective date of this resolution and directs that no permits shall be issued for these facilities during the 180 days.

SEC. 4: The City Commission further finds that a moratorium for one hundred and eighty days is reasonable and will allow a study for comprehensive regulations.

SEC. 5: This Resolution shall take effect at the earliest period allowable by law, but no later than September 8, 2016.

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

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

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

REBECCA J. COOL  
CLERK OF COMMISSION