

REGULAR PIQUA CITY COMMISSION MEETING  
TUESDAY, SEPTEMBER 20, 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:

REGULAR CITY COMMISSION MEETING

CONSENT AGENDA

1. APPROVAL OF MINUTES  
Approval of the minutes from the September 6, 2016 Regular City Commission Meeting
2. RES. NO. R-108-16  
A Resolution of Appreciation for the Public Service of Roger Wehrman as a City Employee

OLD BUSINESS

3. ORD. NO. 13-16 (2<sup>nd</sup> Reading)  
An Ordinance amending Chapter 110 of the Piqua Municipal Code-Taxicabs

NEW BUSINESS

4. RES. NO. R-109-16  
A Resolution authorizing a contract with Gamble Associates Architecture + Urban Planning to perform Professional Design Services for a downtown public park space
5. RES. NO. R-110-16  
A Resolution approving the tax rates for the City as determined by the Miami County Budget Commission

PUBLIC COMMENT

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

CITY MANAGER'S REPORT

COMMISSIONERS COMMENT

ADJOURNMENT

**MINUTES**  
**PIQUA CITY COMMISSION**  
**Tuesday, September 6, 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.

**PRESENTATION**

Upper Miami Valley Local Government Management Internship Project – Ms. Juliya Hsiang

Ms. Hsiang provided a brief power point presentation on her experience working with the Piqua Fire Department and other city departments in the Internship Project.

**ANNOUNCEMENTS**

Jim Burkhardt, Chairman of the Down the River, Down a Beer Committee came forward and provided a brief overview of the successful event. Mr. Burkhardt thanked all who helped and participated in the event.

Mr. Burkhardt announced on Saturday September 17, 2016 a beer tasting will take place at the Johnson Farm on the Canal Boat, and invited all to attend. Proceeds from the beer tasting will go to the Johnson Farm.

**REGULAR CITY COMMISSION MEETING**

**Consent Agenda**

**Approval of Minutes**

Approval of the minutes from the August 11, 2016 Piqua City Commission Work session and the Regular Piqua City Commission Meeting of August 16, 2016

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

**NEW BUSINESS**

**ORD. NO. 12-16 (1st Reading)**

An amended Ordinance to make appropriations for the City of Piqua, Ohio for the year 2016

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

Each year at this time supplemental appropriations are requested. This is due in part to the requirement that the 2016 annual budget is presented in early November 2015 before all project timing and costs are known. Projects are sometimes carried over and some may run ahead of schedule. During the fiscal years, new grant awards and unexpected expenses occur and this supplemental appropriation allows the city to more accurately reflect these changes in the financial statements.

**Public Comment**

No one came forward to speak for or against Ordinance 12-16.

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

Ordinance to be read fully and distinctly on three separate days be suspended. Roll call vote, Aye, Terry, Wilson, Martin, Hinds, and Vogt. Nay: None. Motion carried unanimously.

Moved by Commissioner Wilson, seconded by Commissioner Terry, that Ordinance No. 12-16 be adopted. Roll call, Aye: Hinds, Terry, Wilson, Martin, and Vogt. Nay, None. Mayor Hinds then declared Ordinance No. 12-16 adopted.

**ORD. NO. 13-16 (1<sup>st</sup> Reading)**

An Ordinance amending Chapter 110 of the Piqua Municipal Code-Taxicabs

Law Director Stacy Wall provided the Staff Report.

The current ordinance needs to have updates to the language to reflect changes in the State Law that addresses companies like Uber and Lyft. The state is regulating brands like Uber separately from other taxicab companies, stated Ms. Wall. We did not have an incident, further explaining why the changes were being brought forward at this time. The current legislation that the city has is outdated. This ordinance updates definitions of what qualifies as a taxicab or a transportation network company. A license will also be required to operate a taxicab or similar entity, and the city will issue the license. These changes are also being made to protect the residents, said Ms. Wall.

Commissioners asked several questions regarding illegal immigrants and background checks, and how the information would be used to protect residents. Police Chief Bruce Jamison provided additional information regarding how the background checks would be processed. This provides us with a lot more protection than we have ever had before, stated Chief Jamison.

**Public Comment**

No one came forward to speak for or against Ordinance No. 13-16 at this time.

Ordinance No. 13-16 was given a first reading.

**RES. NO. R-105-16**

A Resolution authorizing a purchase order to Compass Minerals America Inc. for the purchase of road salt for the Street Department

Brian Brookhart, Assistant Public Works Director, provided the Staff Report.

The City belongs to the Southwest Ohio Purchasers for Government (SWOPG4G) which bid out the road salt on behalf of approximately 77 entities. This year's prices came back approximately \$17 less per ton. The City budgeted \$179,950 for road salt for 2016, and approved \$137,975 based on purchasing 2,500 tons. The City will not be required to purchase all of the road salt if there is a mild winter, stated Mr. Brookhart.

**Public Comment**

No one came forward to speak for or against Resolution No. R-105-16 at this time.

Moved by Commissioner Martin, seconded by Commissioner Vogt, that Resolution No. R-105-16 be adopted. Roll call, Aye: Vogt, Terry, Wilson, Hinds, and Martin. Nay: None. Motion carried unanimously. Mayor Hinds then declared Resolution No. R-105-16 adopted.

**RES. NO. 106-16**

A Resolution authorizing a purchase order to Physio-Control, Inc. for the purchase of two heart monitor/defibrillators for the Fire Department.

Fire Chief Brent Pohlschneider provided the Staff Report.

The Fire Department would like to purchase two Physio Control LIFEPAK 15 Cardiac

Monitor/Defibrillator units at a cost not to exceed \$48,268.14. These will replace two older models that will no longer be useable. The Piqua Fire Department responds to approximately 4,000 EMS calls per year and they utilize the defibrillators on about 75% of those calls, stated Fire Chief Pohlschneider.

**Public Comment**

No one came forward to speak for or against Resolution R-106-16 at this time.

Moved by Commissioner Terry, seconded by Commissioner Wilson, that Resolution No. R-106-16 be adopted. Voice vote, Aye: Hinds, Wilson, Terry, Vogt, and Martin. Nay: None. Motion carried unanimously. Mayor Hinds then declared Resolution No. R-106-16 adopted.

**RES. NO. R-107-16**

A Resolution awarding a contract to G.L. Contracting LTD for the Police Training Facility

Police Chief Bruce Jamison provided the Staff Report.

The Piqua Police Department received a bequest from the estate of Richard A Bucholtz in the amount of \$70,000 for the purpose of maintaining the Police Training Facility, which was originally built by police officers during the 1960's and 1970's. The building is a shared facility between police employees and the city for both fitness and training purpose, stated Chief Jamison. The renovation project is not to exceed \$81,500 and includes a contingency, and we received over \$70,000 from Mr. Bucholtz's Estate. The City will use some additional local funds that were budgeted for a different project that has not come to fruition, but there is a minimal amount of city dollars being used, stated Chief Jamison.

**Public Comment**

No one came forward to speak for or against Resolution No. R-107-16 at this time.

Moved by Commissioner Wilson, seconded by Commissioner Terry, that Resolution No. R-107-16 be adopted. Roll call vote, Aye: Hinds, Martin, Terry, Vogt, and Wilson. Nay: None. Motion carried unanimously. Mayor Hinds then declared Resolution No. R-107-16 adopted.

**PUBLIC COMMENT**

No one came forward to speak at this time.

**CITY MANAGER'S REPORT**

City Manager Huff stated he did not have anything to report at this time.

**COMMISSIONERS COMMENT**

Commissioner Wilson encouraged citizens to shop locally, support the City of Piqua business, and to think about where they are spending their money when they shop.

Commissioner Terry congratulated Juliya Hsiang on her report.

Mayor Hinds stated she has performed four weddings recently.

Mayor Hinds reminded citizens of the Alzheimer's Walk being held on Saturday September 10.

Mayor Hinds congratulated the Piqua Jr. High Boys on their win in Covington recently.

Mayor Hinds stated the next walk with the Mayor will be held in the 4<sup>th</sup> Ward on August 31, 2016.

Moved by Commissioner Martin, seconded by Commissioner Wilson to adjourn into Executive Session to consider the purchase or sale of property for public purposes at 8:15 P.M. Roll call vote, Aye: Martin, Terry, Wilson, Vogt, and Hinds. Nay: None.

Moved by Commissioner Vogt, seconded by Commissioner Martin to adjourn from Executive Session at 8:38 P.M. Voice vote, Aye: Terry, Wilson, Vogt, Martin, and Hinds. Nay: None.

Moved by Commissioner Martin, seconded by Commissioner Wilson, to adjourn from the Regular City Commission Meeting at 8:38 P.M. Voice vote, Aye: Martin, Vogt, Wilson, Terry, and Hinds. Nay: None.

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

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

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

REBECCA J. COOL  
CLERK OF COMMISSION

## AN ORDINANCE AMENDING CHAPTER 110 OF THE PIQUA MUNICIPAL CODE

## TAXICABS

WHEREAS, the transit system in Miami County and in the State of Ohio has had significant changes partly due to technology in the industry thus requiring the City ordinances governing taxicabs to be updated.

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

SECTION 1. That the City of Piqua hereby amends Chapter 110 Taxicabs as set forth below: (new language is underlined and deleted language is indicated by strikethrough):

## § 110.01 DEFINITIONS.

For the purpose of this chapter the following definitions shall apply unless the context clearly indicates or requires a different meaning.

~~**FRANCHISE AREA.** The public streets, alleys and rights-of-way within and outside the corporate limits as designated in the ordinance granting a franchise to the taxicab company.~~

**OPERATOR.** Any person employed by a taxicab company to drive taxicabs.

**SERVICE AREA.** The area within the Piqua City Corporation limits plus two miles and the Piqua Airport.

**TAXICAB COMPANY.** Any person, firm or corporation which transfers or conveys for hire one or more persons by request in motor vehicles not being operated on a regular route at scheduled times from one location or designation to another within the franchise service area.

**TAXICAB.** Any public vehicle licensed hereunder to be used in securing or accepting any passenger or passengers for compensation, on the public streets, or on any public or quasi-public place, or accepts a passenger or passengers for compensation upon hail or request made on the public streets or on public or quasi-public places. A taxicab does not include a bus, party bus, limousine or private transport service for medical services.

**TRANSPORTATION NETWORK COMPANY.** A corporation, partnership, association, limited liability company, proprietorship, or any other entity operating in this state that uses a digital network to connect transportation network company riders to transportation network company drivers who provide transportation network company services.

## § 110.02 INSURANCE.

Before any taxicab company commences taxicab service pursuant to its franchise, the company shall have obtained a policy of insurance, approved by the City Manager, which was issued by an insurance company authorized to do business under the laws of this state, protecting and insuring the taxicab company, its officers, agents and employees from public liability in the sum of \$500,000/\$1,000,000 for injuries caused to pedestrians, passengers of the taxicabs and drivers or occupants of other motor vehicles; and in the sum of \$200,000 for damage done to the property of others by reason of the negligence and carelessness of the taxicab operators; and in the sum of \$1,000,000 combined limit for physical damage, collision, and liability insurance on all vehicles.

## § 110.03 RATES.

(A) ~~The Piqua Transit Service shall charge its customers rates in strict compliance with the following Schedule. All rates shall be reasonable based upon the Service Area.~~

~~(1) Each passenger \$2.00 per continuous ride within the Piqua Service Area~~

~~— (2) Each passenger \$4.00 per continuous ride to the Upper Valley Medical Center at the Dettmer Campus~~

~~— (3) Each passenger participating in the Ohio Elderly and Disabled Transit Fare Assistance Program shall be charged one-half the above-referenced rates (within the Piqua Service Area and to the UVMC at the Dettmer Campus):~~

~~— (4) Each passenger \$30 per continuous ride to the Dayton International Airport in Vandalia~~

~~— (B) All children under the age of 12 years may be carried free of charge, at the option of the company, only when accompanied by a parent or guardian paying the fare or rate herein designated. Children not so accompanied shall be charged at the rates herein set forth. Any bona fide care attendant for a passenger who is disabled and has an elderly/disabled card shall be carried free of charge. The charge for the said disabled passenger shall be at the appropriate fare.~~

~~— (C) For waiting time within the service area, it shall be no longer than five minutes in length. Waiting past the five minute period shall constitute a separate fare.~~

~~— (D) The taxicab company operates a curb-to-curb transit service. The taxicab company is not responsible for assisting the customer in the handling of luggage, packages, and similar items.~~

~~(E) Current rates shall be posted conspicuously within each vehicle. Current service rules will be available in the vehicles and shall be available in the transit offices, City Manager's Office, and Community Development Office.~~

#### ~~§ 110.04 OVERCHARGING PROHIBITED:~~

~~— It shall be unlawful for the operator of any taxicab to charge any rate or fare other than herein provided. Upon being found guilty of violating any of the terms of this chapter the operator shall be fined not less than \$20 nor more than \$100 for the first offense; and not less than \$50 nor more than \$500 for the second offense; and upon the second conviction of any operator of any one taxicab company, the City Manager shall revoke the license of the taxicab company employing such convicted operator.~~

#### 110.05 INSPECTIONS.

Annually and at those other times as the Chief of Police may direct and request, the ~~Chief of Police,~~ individually or through members of the Police Department a third party at the taxicab company's expense, shall inspect all taxicabs being operated within the city to determine whether or not the vehicles are in a safe operating condition, and to determine whether or not the vehicles are in a clean and sanitary condition.

#### § 110.06 DISCHARGING OF PASSENGERS.

Operators of taxicabs shall not receive or discharge passengers in the roadway but shall pull up to the right hand sidewalk or curb as nearly as possible, or in the absence of a sidewalk or curb shall pull to the extreme right-hand side of the road and there receive or discharge passengers unless it is impossible to do so because of obstructions in the roadway.

#### § 110.07 FRANCHISE LICENSE REQUIRED.

No taxicab company, person, firm or corporation shall operate or drive any motor vehicle (except buses, and limousines and ~~CAC~~ vehicles) to transfer or convey for hire one or more persons by request within the city, in violation of or without a duly approved franchise license. The City shall issue a yearly license to the taxicab company with proof of satisfactory insurance and a satisfactory inspection of each vehicle. Every vehicle shall display a copy of the issued license. The yearly license for a company or sole proprietor shall be \$100, including one vehicle and \$25 for each vehicle thereafter.

#### § 110.08 OPERATORS; REQUIREMENTS.

No taxicab company shall permit any of its employees to operate a taxicab without a valid Ohio driver's license, nor shall any taxicab company permit any of its employees to operate a taxicab before receiving a Police Department report on the driving record of the employee. Prior to operation of a taxicab, all companies shall submit to the Police Department the information contained in Ohio Revised Code 4925.04(A), or as amended, on each operator.

Each taxicab shall display signage in the interior of the vehicle with the name of the taxicab company, the driver's name and photo identification and city license number. The taxicab signage shall be posted so that it is clearly visible to passengers and shall be capable of being illuminated in low visibility or at night.

The operator shall have photo identification on his person at all times showing he is employed by the taxicab company.

§110.09 TRANSPORTATION NETWORK COMPANIES

Transportation network companies shall be governed by Ohio Revised Code Chapter 4925 or as amended. Operators of transportation network companies shall follow all traffic rules and Section 110.06 of this Chapter.

§ 110.99 PENALTY.

(A) Whoever violates any section of this chapter for which no other penalty is provided shall be subject to the terms of §10.99.

(B) Whoever violates §§ 110.06 through 110.08 shall be fined not less than \$40 50 nor more than \$100.

SECTION 2. All other sections of Chapter 110 of the Piqua Municipal Code not amended herein shall remain in effect as is.

SECTION 3. This Ordinance shall take effect at the earliest period allowed by City Charter.

**1<sup>st</sup> Reading 9-6-2016**

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

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

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

RESOLUTION NO. R-108-16

A RESOLUTION OF APPRECIATION FOR THE  
PUBLIC SERVICE OF ROGER WEHRMAN  
AS A CITY EMPLOYEE

WHEREAS, Roger Wehrman has retired as Substation and Generation Manager with the Power System Department; and

WHEREAS, his retirement follows over 30 years of faithful and dedicated service to the City and its citizens;

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

SEC. 1: In recognition and appreciation of the public service of Roger Wehrman as Substation and Generation Manager with the Power System Department, this Commission tenders its unanimous and respectful tribute by this Resolution, which shall be a matter of public and permanent record.

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

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

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

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

**RESOLUTION NO. R-109 -16**

**A RESOLUTION AUTHORIZING A CONTRACT WITH GAMBLE ASSOCIATES ARCHITECTURE + URBAN PLANNING TO PERFORM PROFESSIONAL DESIGN SERVICES FOR A DOWNTOWN PUBLIC PARK SPACE**

WHEREAS, the redevelopment of the downtown riverfront area has been identified as a community priority in the Plan It Piqua 2007 Comprehensive Plan Update; and,

WHEREAS, the redesign of the Lock Nine park area to be a signature public space is identified as a key catalytic action in the Piqua Riverfront District Development Strategy; and

WHEREAS, the Riverfront Park and Downtown Placemaking Initiative documents provide the level of design detail necessary to understand the general design intent for the downtown public park space improvements; and,

WHEREAS, professional design services are needed to prepare construction drawings and specifications that provide the level of detail necessary to understand the specific design and construction intent for the proposed downtown public park space improvements; and

WHEREAS, Gamble Associates Architecture + Urban Planning completed the initial phase of the design development process for the redevelopment of the downtown riverfront park area and has extensive knowledge and understanding of the proposed downtown public park space improvements; and,

WHEREAS, Gamble Associates Architecture + Urban Planning has provided a proposal to perform the professional design services necessary to complete the first phase of preparing the construction drawings and specifications for the proposed downtown public park space improvements; and,

WHEREAS, the proposal has been reviewed for conformance with the City of Piqua professional services procurement policies, and the City Manager deems it in the best interest of the City to hire Gamble Associates Architecture + Urban Planning to prepare the construction drawings and specifications for the proposed downtown public park space improvements.

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

SEC. 1: The City Manager is authorized to enter into a contract with Gamble Associates Architecture + Urban Planning to perform Professional Design Services for the first phase of preparing the construction drawings and specifications for the proposed downtown public park space improvements in substantial compliance with the proposed contract included herewith as Exhibit 'A'.

SEC. 2: The cost of the services is not to exceed \$124,500.

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

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

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

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

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



# Commission Agenda Staff Report

Item # 4

<b>MEETING DATE</b>	September 20, 2016		
<b>REPORT TITLE</b>	A RESOLUTION AUTHORIZING A CONTRACT WITH GAMBLE ASSOCIATES ARCHITECTURE + URBAN PLANNING TO PERFORM PROFESSIONAL DESIGN SERVICES FOR A DOWNTOWN PUBLIC PARK SPACE		
<b>SUBMITTED BY</b>	Chris Schmiesing, City Planner		
	Development Department		
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
<b>APPROVALS/REVIEWS</b>	<input checked="" type="checkbox"/> City Manager		<input checked="" type="checkbox"/> Asst. City Manager/Finance
	<input checked="" type="checkbox"/> Asst. City Manager/Development		<input checked="" type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> City Planner		<input type="checkbox"/> Planning Commission
<b>BACKGROUND</b>	<p>The redesign of the Lock Nine park area to be a signature public space is identified as a key catalytic action in the Piqua Riverfront District Development Strategy.</p> <p>Gamble Associates Architecture + Urban Planning completed the initial phase of the design development process for the redevelopment of the downtown riverfront park area and has extensive knowledge and understanding of the proposed downtown public park space improvements. Gamble Associates has provided a proposal that will build on the successes of the design development phase and move the project design into the construction document phase.</p>		
	Budgeted \$:	124,500	
	Expenditure \$:	124,500	
	Source of Funds:	Development Department; Planning	
	Narrative:	Approving the resolution will allow for the preparation of the phase I construction documents that are necessary to advance the downtown public park space improvements.	
<b>OPTIONS</b>	1.	Adopt the resolution to authorize the contract for professional services.	
	2.	Defeat the resolution to deny authorization of the contract for professional services.	

<b>PROJECT TIMELINE</b>	September 20, 2016 – City Commission September 21, 2016 – Begin Work February 2016 – Complete Phase I of Construction Documents
<b>STAFF RECOMMENDATION</b>	Approve the proposed resolution.
<b>ATTACHMENTS</b>	Copy of proposed contract agreement

Exhibit 'A'

AGREEMENT \_\_\_\_\_ - 2016

This Agreement is hereby entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2016 between the City of Piqua, a municipal corporation in the State of Ohio ("City") and Gamble Associates, Architecture + Urban Planning ("Contractor") for the services as agreed to herein.

**WHEREAS**, Gamble Associates Architecture + Urban Planning completed the initial phase of the design development process for the redevelopment of the downtown riverfront park area and has extensive knowledge and understanding of the proposed downtown public park space improvements; and,

**WHEREAS**, Gamble Associates Architecture + Urban Planning has provided a proposal to perform the professional design services necessary to complete the First Phase of preparing the Construction Drawings and Specifications for the proposed Downtown Public Park Space Improvements ("Project"); and,

**WHEREAS**, the proposal has been reviewed for conformance with the City of Piqua professional services procurement policies, and the City Manager deems it in the best interest of the City to hire Gamble Associates Architecture + Urban Planning to prepare the construction drawings and specifications for the proposed downtown public park space improvements.

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

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

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

**I. PARTIES**

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

**II. SCOPE OF SERVICES**

See Proposal for Design Services Phase I Construction Documents Scope of Work document included herewith.

Exhibit 'A'

**III. COMPENSATION**

Total lump sum not to exceed amount (including all travel and incidental expenses) shall be \$124,500

**IV. LAW AND TERMS OF AGREEMENT**

1. Subcontracting:

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

2. Compliance With Laws and Policies:

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

3. Law to Govern and Forum:

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

4. Amendment:

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

5. Entirety:

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

6. Waiver:

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

7. Hold Harmless and Indemnification:

The Contractor shall protect, defend, indemnify and hold harmless the City of Piqua, its officers, agents, elected officials, employees, elected officials and volunteers, from any and all loss, claims, expenses, actions, causes of action, damages and obligations, financial or otherwise, including attorney fees and legal expenses, arising from any and all acts of the Contractor, its agents,

Exhibit 'A'

employees, licensees, or invitees, that result in injury to persons or damage to property.

8. Insurance:

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

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

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

9. Notice:

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

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

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

10. Independent Contractor:

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

11. Audit:

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

## Exhibit 'A'

### 12. Assignment:

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

### 13. Default:

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

### 14. Termination:

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

### 15. Term:

The term of this Agreement shall be for the 6 month period, beginning from the date of execution of this Agreement. Said term is non-renewing.

### 16. Conflict of Interest:

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

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

### 17. Waiver:

A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other

Exhibit 'A'

provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

18. Proprietary Materials:

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

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

19. Ownership of Property:

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

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

20. Warranty:

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

**V. SIGNATURE**

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

CITY OF PIQUA  
By:

GAMBLE ASSOCIATES  
By:

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

\_\_\_\_\_  
David Gambill, Principal

Exhibit 'A'

Witness:

\_\_\_\_\_

Witness:

\_\_\_\_\_

Approved as to form:

Approved as to funding:

\_\_\_\_\_  
Stacy M. Wall, Law Director

\_\_\_\_\_  
Cynthia A. Holtzapple, Finance Director



Exhibit 'A'

architecture  
urban design  
678 Massachusetts Avenue Suite 502  
Cambridge, MA 02139

**GAMBLE  
ASSOCIATES**

August 15, 2016  
*Revised September 5, 2016*

Chris Schmiesing, City Planner  
Development Department  
201 W. Water Street  
Piqua, OH 45356  
CC: Booker Design Collaborative

**PROPOSAL FOR DESIGN SERVICES  
PHASE 1 CONSTRUCTION DOCUMENTS  
Piqua Ohio Lock Nine Park**

Dear Chris,  
We are pleased to submit this proposal for Design Services for Construction Documents for Lock Nine Park. The final design and construction of this important civic space downtown will demonstrate the city's commitment to better connect to its riverfront and advance the thoughtful economic and planning work accomplished to date. Working together with you and your team, we are committed to developing a memorable, affordable and durable civic space that is highly tailored to your community's needs. This work will be done in collaboration with Booker Design Collaborative - our collaborator on the Piqua Placemaking Initiative.

**SCOPE OF WORK**

In order to maintain momentum begun with the design development drawings and initiate the construction documents, we propose a four-phase process.

- Phase 1      35% CD set / preliminary cost estimate (September - January 2016)
- Phase 2      67% CD set / refined cost estimate (February – May 2017)
- Phase 3      100% CD set and final specifications / final estimate (June – September 2017)
- Phase 4      Bidding and Construction Administration (2017-2018)

PIQUA OHIO

September 5, 2016

LOCK NINE PARK

## Exhibit 'A'

**Phase 1** will focus on Lock Nine Park - the area south of Water Street and east of Main Street to the Great Miami River. The area of work includes a portion of the concrete revetment wall that is proposed for reconstruction. There are a variety of site conditions that need to be addressed in order to ready the property for construction, including demolition of the existing brick "history wall" and mining of Lock Nine fragments, site regrading and coordination with utility companies for the relocation of the existing site infrastructure. This work includes coordination with MDC on a portion of the revetment wall redesign. The primary goal of this Phase of Work will be to identify and resolve the necessary utility relocations for the site preparation and establish a framework for new infrastructure that is needed for the full design and set and construction. It is anticipated that the utility relocations will occur in 2017-2018. Preliminary construction details for all major design features of the park and pavilion will be developed and a palette of materials (paving, lighting, street furniture, etc.) established for all public realm improvements of Lock Nine Park. Note: this palette will continue along the Canal Corridor.

In addition, our team will:

- We will prepare 35% complete Construction Documents for Lock Nine Park.
- Review of historical documents of canal corridor.
- Coordinate relocation of all underground utilities.
- Coordinate with civil engineer to evaluate site grading and soil conditions.
- Coordinate with landscape architect on planting and species selection.
- Coordinate with town historian on location of new historical signage/wayfinding.
- Work with Piqua event planners to ensure the park meets the needs of the community for large scale events and performances.
- Establish material palette for all spaces and performance pavilion.
- Establish site lighting plan for major public events and everyday park use.
- Advance initial design on Lock Nine water feature(s).
- Coordinate with adjacent property owners on the interface with the park.
- Prepare presentation materials for public meeting(s).
- Refine computer 3d model for presentation purposes and create a physical 1/8" = 1' physical model of the park and adjoining properties.

### **SCHEDULE**

We are prepared to begin work the week of September 19<sup>th</sup>. The time frame for Phase 1 is estimated between 20-24 weeks, depending on the time necessary for coordination with the city and utility companies. Phase 1 work is estimated to conclude by early February 2017 and can advance immediately to Phase 2. We envision monthly meetings in Piqua for project planning and coordination augmented with bi-weekly conference calls.

## Exhibit 'A'

### **DELIVERABLES** (Phase 1 35% CD complete)

#### Site Development Submittal

A0.00	Cover Sheet
ABB.1	Abbreviations and Notes
EC.1	On-the-Ground Survey
EC.2	Existing Conditions Overlay
C.1	Site Demolition Phase 1
C.2	Site Demolition Phase 2
C.3	Site Utility Demolition/Relocation
C.4	Revetment Wall Layout Plan
C.5	Site Layout Master Plan
C.6	Drainage & Grading Plan
C.7	Site Utility Plan
C.8	Erosion & Flooding Control Plan
D.1	Site Details I
D.2	Site Details II
D.3	Site Details III

#### Landscape Submittal

L1.01	Layout & Materials Plan
L1.02	Plantings Plan
L1.03	Grading Plan
L1.04	Irrigation Plan
L1.05	Fountain/Water Feature Plan
L1.06	Site Furnishings Plan
L2.01	Landscape Sections
L3.01	Landscape Details I
L3.02	Landscape Details II
L3.03	Landscape Details III
L3.04	Landscape Details IV

#### Architectural Submittal

A1.01	Site Plan
A1.11	Pavilion Plan
A1.12	Pavilion Roof Plan
A2.1	Pavilion Elevations
A3.1	Pavilion Sections
A4.1	Pavilion Details I
A4.2	Pavilion Details II

## Exhibit 'A'

### FEE

There are four phases of work for the completion of the construction documents and construction administration (See Lock Nine Park Preliminary Cost Estimate). The cost associated with Phase 1 is \$112,500 (one hundred twelve thousand five hundred dollars) plus estimated reimbursable expenses of \$12,000. **Therefore, the Total Contract for this phase of work is Not-To-Exceed \$124,500 (one hundred twenty-four thousand five dollars).** This fee includes our sub-consultant in landscape architecture. We have arrived at this fee in the following manner: Total construction budget for Lock Nine Park (\$4,500,000). Design fee = (.10) x \$4,500,00 = \$450,000. Phase 1 work = (\$450,000) x .25 = \$112,500.

### EXCLUSION TO SCOPE OF SERVICES

Client shall provide the following information or services as required for performance of the work. Gamble Associates assumes no responsibility for the accuracy of such information or services and shall not be liable for error or omissions therein. Should Gamble Associates be required to provide services in obtaining or coordinating compilation of this information, such services shall be charged as Additional Services.

- A. Topography and boundary services
- B. Legal descriptions of the property
- C. Soil tests and/or existing site engineering and utility base information
- D. Historical survey or archeological site analysis
- E. Structural, civil, MEP and other engineering
- F. Specifications
- G. Irrigation Design
- H. Structures which are part of adjacent buildings (e.g. Piqua Mill/Granite buildings)
- I. Final design engineering of any structures or footings
- J. Attendance at permitting meetings or hearings.

*End of proposal.*

RESOLUTION NO. R-110-16

**A RESOLUTION APPROVING THE TAX RATES FOR  
THE CITY AS DETERMINED BY THE MIAMI COUNTY  
BUDGET COMMISSION**

WHEREAS, on August 30, 2016, the Miami County Budget Commission has, pursuant to general law, certified the following rates of tax to be levied in the City of Piqua for municipal purposes on the general tax duplicate of 2016, subject to any additional levies approved by the electorate; and

WHEREAS, said certified rates of tax require the approval of this Commission;

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

SEC. 1: The rates of tax to be levied as follows in the City of Piqua for municipal purposes on the general tax duplicate of 2016 (subject to any additional levies approved by the electorate) are hereby approved and certified;

<u>FUND</u>	<u>MILLS</u>	<u>AMOUNT</u>
<u>Ten Mill Limitation</u>		
General	3.70	\$1,070,523
Police Pension	.30	86,799
Fire Pension	.30	86,799
<u>No Limitation</u>		
General Conservancy	.26	\$ 75,226

SEC. 2: The Clerk of this Commission is directed to file a certified copy of this Resolution with the Miami County Auditor forthwith;

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>	September 20, 2016		
<b>REPORT TITLE</b>	A resolution approving the tax rates for the city as determined by the Miami County Budget Commission		
<b>SUBMITTED BY</b>	Name & Title: Cynthia Holtzapple, Assistant City Manager, Finance Director Department: Finance		
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
<b>APPROVALS/REVIEWS</b>	<input checked="" type="checkbox"/> City Manager		<input checked="" type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input type="checkbox"/> Department Director;		<input type="checkbox"/> Other:
<b>BACKGROUND</b>	Every year about this time, we request an approval of the certified tax rates which will be used to levy property tax on all general duplicates for 2016 to be collected in 2017. These certified rates require the approval of our Commission and certifications to Miami County before October 1, 2016.		
<b>BUDGETING AND FINANCIAL IMPACT</b>	Budgeted \$:		
	Expenditure \$:		
	Source of Funds:		
	<b>Narrative:</b>	Passage of this will allow the City to continue to receive the collection of property tax revenue from the County. These revenues are vitally important to the General Fund and our day to day operations.	
<b>OPTIONS</b>	1.	Approve Resolution No. R-110-16 for the approval of the tax rates for the City as determined by the Miami County Budget Commission.	
	2.	Do not approve Resolution No. R-110-16 and cause our revenues to drop substantially.	
<b>PROJECT TIMELINE</b>			
<b>STAFF RECOMMENDATION</b>	We are requesting approval of Resolution No. R-110-16 approving the tax rates for the City as determined by the Miami County Commission.		
<b>ATTACHMENTS</b>			

