

REGULAR PIQUA CITY COMMISSION MEETING
TUESDAY, NOVEMBER 1, 2016
7:30 PM
COMMISSION CHAMBER – 2nd FLOOR
201 WEST WATER STREET
PIQUA, OHIO 45356

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

ANNOUNCEMENTS:

REGULAR CITY COMMISSION MEETING

CONSENT AGENDA

1. APPROVAL OF MINUTES

Approval of the minutes from the October 4, 2016 Regular City Commission Meeting

NEW BUSINESS

2. RES. NO. R-118-16

An Emergency Resolution authorizing the City Manager to enter into a contract with Aclara Technologies LLC to install an Advanced Meter Infrastructure for the Water, Wastewater and Electric Utilities

3. RES. NO. R-119-16

An Emergency Resolution authorizing a Purchase Order to Mueller Systems, LLC for the purchase of water meters for the City of Piqua

4. RES. NO. R-120-16

An Emergency Resolution authorizing a Purchase Order to Everett J. Prescott, Inc. for the purchase of water meters for the City of Piqua

5. RES. NO. R-121-16

An Emergency Resolution acquiring the services of Power System Engineering, Inc. to provide professional services for the City of Piqua

6. RES. NO. R-122-16

A Resolution to enter into a contract with EMH & T for the development of the Underground Utilities GIS Pilot project

7. RES. NO. R-123-16

A Resolution authorizing the transfer and conveyance of Miami and Erie Canal lands to the City of Piqua

8. RES. NO. R-124-16

A Resolution authorizing purchase orders to Chemical Services Inc., Greer Lime Company, Air Products and Chemicals, Inc., Kemira Water Solutions, Inc., Sterling Water Technologies, LLC, Univar USA Inc., and the City of Dayton for the 2017 purchase of various Water Treatment Chemicals

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 TO EXECUTIVE SESSION

EXECUTIVE SESSION

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

ADJOURNMENT

**MINUTES
PIQUA CITY COMMISSION
Tuesday, October 4, 2016 7:30 P.M.**

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

Moved by Commissioner Vogt, seconded by Commissioner Vogt, seconded by Commissioner Martin, to excuse Commissioner Terry from the October 4, 2016 Piqua City Commission Meeting. Voice vote, Aye: Martin, Hinds, Vogt, and Wilson. Nay: None. Motion carried unanimously.

ANNOUNCEMENTS

No one came forward at this time.

RESIDENCE PRIDE AWARDS:

Terry & Brenda Felts	1622 Broadway
James & Melody Shively	321 E. Greene Street
Mark & Shannon Gambill	531 W. Greene Street
Terry & Teresa Reynolds	1009 Park Avenue
Thomas Stahl	457 Staunton Street

Mayor Hinds thanked all of the Residence Pride Award winners for taking pride in their homes.

REGULAR CITY COMMISSION MEETING

Consent Agenda

Approval of Minutes

Approval of the minutes from the Regular Piqua City Commission Meeting of September 20 2016.

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

OLD BUSINESS

ORD. NO. 13-16 (3rd Reading)

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

Law Director Stacy Wall provided the Staff Report.

This is the third reading of Ordinance No.13-16. 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 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.

Public Comment

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

Moved by Commissioner Martin, seconded by Commissioner Vogt, that Ordinance No. 13-16 be adopted. Roll call vote, Aye: Martin, Wilson, Hinds, and Vogt. Nay: None. Motion carried unanimously

NEW BUSINESS

RES. NO. R-111-16

A Resolution requesting authorization to increase the initial purchase order amount for the City of Dayton for the purchase of quicklime

Water Plant Superintendent, Don Freisthler provided the Staff Report.

The City of Dayton has a surplus of lime this year and is offering more loads than originally anticipated. The Commission previously passed Resolution No. R-167-15 authorizing the Water Department to purchase lime from the Dayton for up to \$50,000. Currently the City of Piqua has exceeded that amount by \$724 and would like to increase that amount by \$17,000 to continue getting shipments of lime and cover the overage of the original purchase order, stated Mr. Freisthler.

Public Comment

No one came forward to speak for or against Resolution No. R-112-16 at this time.

Moved by Commissioner Martin, seconded by Commissioner Vogt, that Resolution No. R-111-16 be adopted. Roll call, Aye: Vogt, Wilson, Hinds, and Martin. Nay: None. Motion carried unanimously. Mayor Hinds then declared Resolution No. R-111-16 adopted.

RES. NO. 112-16

An Emergency Resolution to award a contract to Chicago Bridge and Iron Company (CB & I) for the new Central Water Tower project

Water Plant Superintendent, Don Freisthler provided the Staff Report.

The New Central Water Tower Project will allow for the construction of a new one million gallon water tower located at 316 Fox Drive. This project also includes the demolition of the water towers on Spring, and South Main Streets. Four bids were received and CB & I was the low bidder, a 13% contingency is also included for the project bringing the amount to \$3,300,000. Resolution No. R-100-16 was passed awarding preliminary consent to award the contract to CB & I pending loan approvals, stated Mr. Freisthler. On September 29, 2016 the City was approved for a loan from Water Supply Revolving Loan Account (WSRLA). This is an emergency Resolution due to the construction timelines and the possibility of losing current bids for the project. A 30 day extension to the hold the current bid has already been granted, explained Mr. Freisthler.

Commissioners asked several questions, which were answered by Mr. Friesthler.

Law Director Stacy Wall stated the next four resolutions are also emergency resolutions.

Public Comment

No one came forward to speak for or against Resolution R-112-16 at this time.

Moved by Commissioner Martin, seconded by Commissioner Vogt, that Resolution No. R-112-16 be adopted. Roll call vote, Aye: Hinds, Wilson, Terry, Vogt, and Martin. Nay: None. Motion carried unanimously. Mayor Hinds then declared Resolution No. R-112-16 adopted.

RES. NO. R-113-16

An Emergency Resolution to award a contract to GM Pipeline, Inc. for the Drake Road Water Main extension as part of the new Central Water Tower Project

Water Plant Superintendent, Don Freisthler provided the Staff Report.

The Drake Road Water Main Extension is part of the New Central Water Tower Project and allows for the installation of a 12" water main along Drake Road and through an easement on the property of Paul Sherry. This main will tie the new water tower into the current distribution system, stated Mr. Freisthler. Nine bids were received and GM Pipeline, Inc. was the low bidder at \$642,464.50 with a 13% contingency for a total of \$726,000. The City Commission approved Resolution No. R-101-16 awarding preliminary consent to award the contract to GM Pipeline, Inc. pending loan approval, and on September 29, 2016 the City was approved for a loan from the Water Supply Revolving Loan Account (WSRLA). This is an emergency Resolution due to construction timelines and the possibility of losing current bids for the project. A 30 day extension has already been granted to hold the current bid, stated Mr. Freisthler.

PUBLIC COMMENT

No one came forward to speak for or against Resolution R-113-16 at this time.

Moved by Commissioner Wilson, seconded by Commissioner Martin, that Resolution No. R-113-16 be adopted. Roll call vote, Aye: Vogt, Hinds, Martin, and Wilson. Nay: None. Motion carried unanimously. Mayor Hinds then declared Resolution No. R-113-16 adopted.

RES. NO. R-114-16

An Emergency Resolution to award a contract to Strand Associates, Inc. for the construction administration and resident project representation for the new Central Water Tower project

Water Plant Superintendent, Don Freisthler provided the Staff Report.

In June of 2013, Strand Associates, Inc. was contracted by the City of Piqua to engineer and design a new water tower for the City of Piqua Central Zone. Along with the tower, a water main extension was needed to connect the tower to the existing water distribution system. In July of 2016 the plans for the new tower and water main project were finalized and approved by the Ohio EPA. In July of 2016 bids were received for the construction of the New Central Water Tower Project, and Chicago Bridge and Iron was awarded the contract. This Resolution will allow Strand Associates, Inc. to oversee all aspects of the construction and ensure that it follows the plans as designed. The contract includes a 15% contingency which brings the total to a total of \$178,000. The City Commission passed Ordinance No. R-103-16 in August of 2016 awarding a preliminary consent to award the contract to Strand Associates pending loan approval. On September 29, 2016 the city was approved for a loan from Water Supply Revolving Loan Account (WSRLA). This is an emergency Resolution due to construction timelines and the possibility of losing current bids for the project. A 30 day extension has already been granted to hold the current bid, stated Mr. Freisthler.

PUBLIC COMMENT

No one came forward to speak for or against Resolution R-114-16 at this time.

Moved by Commissioner Vogt, seconded by Commissioner Martin, that Resolution No. R-114-16 be adopted. Roll call vote, Aye: Hinds, Martin, Wilson, and Vogt. Nay: None. Motion carried unanimously. Mayor Hinds then declared Resolution No. R-114-16 adopted.

RES. NO. R-115-16

An Emergency Resolution to award a contract to Strand Associates, Inc. for the construction administration and resident project representation for the Drake Road water main extension as part of the new Central Water Tower project

Water Plant Superintendent, Don Freisthler provided the Staff Report.

In June of 2013, Strand Associates, Inc. was contracted by the City of Piqua to engineer and

design a new water tower for the City of Piqua Central Zone. Along with the tower, a water main extension was needed to connect the tower to the existing water distribution system. In July of 2016 the plans for the new tower and water main project were finalized and approved by the Ohio EPA. In July of 2016 bids were received for the construction of the New Central Water Tower Project, and Chicago Bridge and Iron was awarded the contract. This Resolution will allow Strand Associates, Inc. to oversee all aspects of the construction and ensure that it follows the plans as designed. The contract includes a 10% contingency which brings the total to a total of \$82,000. The City Commission passed Ordinance No. R-102-16 in August of 2016 awarding a preliminary consent to award the contract to Strand Associates pending loan approval. On September 29, 2016 the city was approved for a loan from Water Supply Revolving Loan Account (WSRLA). This is an emergency Resolution due to construction timelines and the possibility of losing current bids for the project. A 30 day extension has already been granted to hold the current bid, stated Mr. Freisthler.

PUBLIC COMMENT

No one came forward to speak for or against Resolution R-115-16 at this time.

Moved by Commissioner Wilson, seconded by Commissioner Vogt, that Resolution No. R-115-16 be adopted. Roll call vote, Aye: Martin, Wilson, Vogt, and Hinds. Nay: None. Motion carried unanimously. Mayor Hinds then declared Resolution No. R-115-16 adopted.

RES. NO. R-116-16

A Resolution authorizing the City Manager to enter into a lease agreement to permit the usage of Fountain Park, including use of Hance Pavillion and the Dining Hall to Mainstreet Piqua and the Piqua Arts Council

Mainstreet Piqua Executive Director, Lorna Swisher provided the Staff Report. Jordan Knepper, Executive Director of the Piqua Arts Council also provided additional information regarding the request to use the City facilities.

The final Rock Piqua Riverfront Concert was cancelled due to severe weather on August 20, 2016. The organizers of the concert series would like to reschedule the concert for October 22, 2016 at Hance Pavilion. They are requesting permission to use the venue and to sell beer and wine at the event. They are promoting the event as Rock Piqua Tailgate Party and along with two different live musical performers, and they plan to have a large screen with the Ohio State vs Penn State game being shown. They plan to start the music at 6:00 P.M. and end at 10:00 P.M. A snow fence will be erected around Hance Pavilion which will be the designated area for alcohol and would also include food trucks, pop sales, etc. Additionally they are requesting the use of the dining hall (if available) as a Green Room for the bands and select volunteers.

Commissioners asked several questions regarding the sale of alcohol and being able to control the area, the type of music. All questions were answered.

PUBLIC COMMENT

No one came forward to speak for or against Resolution R-116-16 at this time.

Moved by Commissioner Wilson, seconded by Commissioner Martin, to amend Resolution No. R-116-16, under Section 1, the second line, to correct a misprint of the date from October 20, 2016 to October 22, 2016. Voice vote, Aye: Martin, Wilson, Vogt, and Hinds. Nay, None. Motion carried unanimously.

Moved by Commissioner Martin, seconded by Commissioner Vogt, that Resolution No. R-116-16 be adopted. Voice vote, Aye: Vogt, Wilson, Martin, and Hinds. Nay: None. Motion carried unanimously. Mayor Hinds then declared Resolution No. R-116-16 adopted, as amended.

RES. NO. R-117-16

A Resolution authorizing the City Manager to contract with the Miami County Public Defender Commission

Law Director Stacy Wall provided the Staff Report.

Each year the City of Piqua contracts with the Miami County Public Defender Commission to provide legal services to indigents charged with loss-of-liberty offenses under the Piqua Code. There have been no changes or any increase in the cost from last year. The contract begins January 1, 2017 thru December 31, 2017.

PUBLIC COMMENT

No one came forward to speak for or against Resolution R-117-16 at this time.

Moved by Commissioner Wilson, seconded by Commissioner Martin, that Resolution No. R-117-16 be adopted. Voice vote, Aye: Wilson, Martin, Vogt, and Hinds. Nay: None. Motion carried unanimously. Mayor Hinds then declared Resolution No. R-117-16 adopted.

PUBLIC COMMENT

Nick Alexander, S. Roosevelt, came forward and voiced his concern over his recent City of Piqua Utility bill and the shut-off dates.

Ruth Koon, Park Avenue, came forward and voiced her opinion on the city's approval of a contract for a consultant to redesign Lock 9 Park and the Riverfront. Mrs. Koon is al president of the Friends of the Piqua Parks, and suggested purchasing a portable stage like the City of Troy has instead of building an amphitheater.

Jordan Knepper, Executive Director Piqua Arts Council came forward and announced the Professional Workshop on Oil Painting to be held October 4-7, 2016, at 509 N. Main Street.

Lorna Swisher, Executive Director Mainstreet Piqua, announced the Groovy Gourd Ride will take place on Saturday October 8, 2016 and will begin at the Municipal Government Complex at 8:00A.M. and encouraged citizens to participate.

Ms. Swisher also announced the Annual Chocolate Walk will take place on Friday October 7th, 2016 in Downtown Piqua.

CITY MANAGER'S REPORT

Law Director Stacy Wall announced September is National Preparedness Month.

Law Director Stacy Wall stated they City is still working on information regarding Medical Marijuana and is waiting to see what the State does before taking any local action.

Assistant City Manager Justin Sommer announced the City of Piqua, Grow Piqua Now, and Mainstreet Piqua, hosted the Business Walk on Tuesday, October 4 th in downtown visiting over forty businesses and getting their input. Mr. Sommer thanked all of the business for taking time to visit with them and providing their input, also thanked Lorna Swisher for organizing and putting together the Business Walk.

Mr. Sommer also announced Friday, October 7, is Manufacturing Day, and several of the manufacturing businesses in the City would be participating. Also stated there are a lot of signs around town advertising for help in the manufacturing business if anyone is interested in a job.

Mr. Sommer stated the City of Piqua is putting together a Parks Master Plan, and the Historic East Piqua Campus and has held several public meetings asking for public input on both of these projects. Further stating the City appreciates the valuable input received from the citizens on both of these projects.

COMMISSIONERS COMMENT

Mayor Hinds stated she attended several Ribbon Cuttings for new or remodeled businesses recently in the City of Piqua and congratulated them.

Mayor Hinds stated the last Walk with the Mayor was held recently in the 5th Ward, and that she plans to start the walks again in the Spring. Mayor Hinds thanked all who participated in all of the Walks with the Mayor.

Moved by Commissioner Vogt, seconded by Commissioner Martin, to adjourn from the Regular City Commission Meeting at 8:15 P.M. Voice vote, Aye: Martin, Vogt, Wilson, and Hinds. Nay: None.

KATHRYN B. HINDS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

RESOLUTION NO. R-118-16

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH ACLARA TECHNOLOGIES LLC TO INSTALL AN ADVANCED METER INFRASTRUCTURE FOR THE WATER, WASTEWATER AND ELECTRIC UTILITIES

WHEREAS, the City of Piqua competitively procured proposals from qualified firms to install an advanced meter infrastructure for the water, wastewater and electric utilities; and

WHEREAS, the City of Piqua has retained Power System Engineering, Inc. to review all submitted proposals; and

WHEREAS, on November 11, 2015, the City of Piqua was awarded a PY 2015 CDBG Community Development Program Grant to install water meters and purchase and install water modules in the Southview Neighborhood (Phase 1A); and

WHEREAS, it was determined by the City and Power System Engineering, Inc. that Aclara Technologies LLC was the most responsive proposal in the interests of the City,

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

SEC. 1: The City Manager is hereby authorized to enter into all necessary agreements with Aclara Technologies LLC to install an advanced meter infrastructure;

SEC. 2: The contract is shown in Exhibit A; however, the exhibits referenced in the contract are proprietary and not included herein;

SEC. 3: The Finance Director certifies that the funds are available or in the process of collection and is hereby authorized to draw her warrants from time to time on the appropriate accounts of the city treasury in payment according to contract terms, not exceeding a total of \$4,030,436, with amounts being paid in 2016-2018;

SEC. 4: Aclara Technologies LLC is authorized to proceed with all necessary steps to proceed with the project.

SEC. 5: This Resolution is declared an emergency for immediate preservation of the public peace, health or safety in the City of Piqua for said reason that the advanced meter infrastructure needs to begin implementation immediately and shall take effect and be in force from and after passage.

KATHRYN B. HINDS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	November 1, 2016		
REPORT TITLE	AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH ACLARA TECHNOLOGIES LLC TO INSTALL AN ADVANCED METER INFRASTRUCTURE FOR THE WATER, WASTEWATER AND ELECTRIC UTILITIES		
SUBMITTED BY	Name & Title: Nick Berger, Asst. Power System Director		
	Department: Power System		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution
			<input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input checked="" type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input checked="" type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> Department Director; Ed Krieger		<input checked="" type="checkbox"/> Other: Energy Board
BACKGROUND	<p>On November 11, 2015, the City of Piqua was awarded a PY 2015 CDBG Community Development Program Grant to install water meters in the Southview Neighborhood as part of an Advanced Meter Infrastructure (AMI). The City saw this as an opportunity to expand the project to include Electric and consider meter replacement for the entire city over the next several years. AMI is a project the City utilities have been considering for several years.</p> <p>The City acquired the professional services of Power System Engineering, Inc. (PSE) to assist in the procurement process. On May 11, 2016, the City received seven (7) responses to the City's AMI request for proposals. PSE and the City used a list of 139 AMI requirements and a weighted scoring matrix to narrow the responses down to three (3) vendors: Aclara, Eaton (Cooper), and EJP (Sensus). The three (3) vendors prepared a one-day presentation to showcase their solution and provide additional details on their proposal. Based on the raw scores, the on-site presentation, the RFP responses, and reference checks, Aclara was the clear top choice to best fit Piqua's current and future needs.</p> <p>The Water Department decided to seek alternative water meter bids for the project. The alternative bid details are presented in Resolution R-119-16 and R-120-16. In addition, the City requests the professional services of Power</p>		

	<p>System Engineering, Inc. to assist in project management support services during the implementation of Aclara's AMI system as shown in Resolution R-121-16.</p> <p>The AMI project will include the following Resolutions: R-118-16: Aclara AMI system R-119-16: Mueller Systems - Water Meters – Residential R-120-16: EJP - Water Meters – Commercial R-121-16: PSE Project Management</p>	
<p>BUDGETING AND FINANCIAL IMPACT</p>	<p>Budgeted \$:</p>	<p>\$4,030,436 in 2016 – 2018 with contingency</p>
	<p>Expenditure \$:</p>	<p>\$4,030,436 in 2016 – 2018 with contingency</p>
	<p>Source of Funds:</p>	<p>Electric \$1,756,222 Water \$947,295 Wastewater \$551,919 Grant funds \$387,352 Contingency up to \$775,000 - to be shared between Electric, Water, and Wastewater if needed and will be determined as project progresses from 2016 through 2018.</p>
	<p>Narrative:</p>	<p>We have budgeted a portion of \$4,030,436 for this purchase in the 2016 City Budget and will need to include funds in the 2017 -2018 City Budgets also.</p>
<p>OPTIONS</p>	<p>1.</p>	<p>Approve Resolution No. R-118-16 authorizing the City Manager to enter into a contract with Aclara Technologies LLC to install an Advanced Meter Infrastructure for the water, wastewater and electric utilities.</p>
	<p>2.</p>	<p>Do not approve the Resolution and provide staff with further direction</p>
<p>PROJECT TIMELINE</p>	<p>November, 2016 through December, 2018</p>	
<p>STAFF RECOMMENDATION</p>	<p>Approve Resolution No. R-118-16 authorizing the City Manager to enter into a contract with Aclara Technologies LLC to install an Advanced Meter Infrastructure for the water, wastewater and electric utilities</p>	
<p>ATTACHMENTS</p>	<p>Exhibit A – Contract with Aclara Technologies LLC Exhibit B – Pricing Schedule for Phase 1A Exhibit C – Pricing Schedule for Phase II & Phase 1B</p>	

" EXHIBIT A "

AMI System Master Agreement between
Utility and
Supplier

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1 AMI System Master Agreement

This AMI System Master Agreement (hereinafter "Agreement") for delivery of Advanced Metering Infrastructure ("AMI") related products and services is entered into effective _____, 2016 by and between City of Piqua (Piqua), a charter municipality containing an electric and water municipal power utility organized and existing under the laws of the State of Ohio, (hereinafter referred to as "Purchaser" or "Utility") whose general office is located at 201 W. Water Street, Piqua Ohio 45356 and Aclara Technologies LLC, an Ohio Limited Liability Company, having a place of business at 945 Hornet Dr., Hazelwood, MO 63042 (hereinafter referred to as "Supplier").

1.1 RECITALS

- A. City of Piqua Utility System (Piqua) is a municipal distribution utility organized and existing under the laws of the State of Ohio providing electric power and water services to its members in the State of Ohio;
- B. This contract is the result of a competitive proposal process under the laws of the State of Ohio where Supplier was the best proposer;
- C. This contract is entered into based upon the authority granted by the Piqua City Commission approving Resolution No. R-118-16 on November 1, 2016;
- D. On November 11, 2015, the City of Piqua was awarded a program year 2015 CDBG Community Development Program Grant to install water meters and purchase and install water modules in the Southview Neighborhood (Phase 1A);
- E. Piqua desires to purchase and obtain from Supplier, and Supplier desires to provide to Piqua, a Synergize™ RF Network Technology System (or "System") and associated maintenance services for the System as more fully described below.

For and in consideration of the foregoing Recitals and the mutual promises, terms, conditions and warranties, set forth herein, Utility and Supplier, hereby agree as follows:

2 Terms and Conditions

2.1 Term

This Agreement is effective for a period of fifteen (15) years from the Effective Date ("Term"). Thereafter, the term shall automatically renew from year to year (each year, a "Renewal Term"), unless terminated as follows: (i) by either Party providing prior written notice to the other Party at least sixty (60) days before expiration of the Term or a given Renewal Term; or (ii) in accordance with Section 2.26 "Termination" herein.

2.2 Definitions

The terms listed below are defined as follows:

The term “Agreement” means this AMI System Master Agreement, including any and all attachments and exhibits, which is by and between Purchaser and Supplier.

The term “Collector” means the Supplier two-way radio base station that transmits data between the Meters, Routers and the data center.

The term “Consultant” shall include Power System Engineering, Inc., acting as advisor, agent, and consultant to Purchaser on engineering matters relating to this Agreement.

The term “Coverage Commitment” shall mean network communications to 99.5% of installed Aclara AMI enabled water and electric endpoints – and billing reads from 100% of communicating Aclara AMI-enabled water and electric endpoints over a 3-day period, excluding non-reporting meter/modules found to be in failure due to Purchaser-side problems (such as meter tampering, a damaged meter, a damaged transformer, or other Purchaser-related or non-AMI related problems).

The term “Coverage Commitment Term” shall mean the warranty period of the Aclara system components (i.e. DCU, Water MTU, Electric Meter, Electric Meter Module) as set forth in the Aclara Warranties document.

The term “Endpoint” means a sensory-type device, including, but not limited to, electric meter, water meter, gas meter, distribution automation (DA) device, and/or load control switch, that is equipped with an AMI module.

The term “Equipment” means Network Equipment, Endpoints and/or hardware that Purchaser purchases from Supplier.

The term “Field Tools” means the Supplier proprietary field tools.

The term “Firmware” means software embedded in and provided with the Equipment.

The term “Meter” means a device that measures the supply of electricity or water provided by Purchaser to Purchaser’s consumers.

The term “Network Equipment” means the Collectors, Routers, and radios that are in these devices for radio frequency (RF) that are, or will be, under this Agreement physically deployed in the Purchaser service territory. The term does not include the System backhaul, the network operations center, any system equipment that is not located in the Purchaser service territory, Meters, or any aspect or component of the system components that is not used by Purchaser.

The term “Project Manager” for the Purchaser shall mean Purchaser or Purchaser’s designate, acting as agent and consultant to the Purchaser on matters relating to this Agreement. As a representative of the Purchaser, the designate would be acting only on the Purchaser’s behalf and has no responsibility to the Supplier to direct, oversee, or supervise any of the Work to be

performed and delivered by the Supplier under this Agreement. "Project Manager" for the Supplier shall mean the person designated by Supplier to act on behalf of the Supplier to oversee the performance of the services set forth in the Statement of Work.

The term "Purchaser" refers to City of Piqua Utility System for purposes of this Agreement only as it is recognized that the City of Piqua Utility System is not a separate legal entity from the City of Piqua and has no ability to be sued, liable or negligent apart from the City of Piqua as a whole. The legal entity entering the agreement is the City of Piqua.

The term "Router" means Supplier-furnished Network Equipment that provides intermediate communication and data processing between Endpoints and Collectors. Routers may also communicate with other Routers.

The term "Software" means computer application and programs in any form that Purchaser licenses from Supplier.

The term "Services" means project management services, training, project delivery services, commissioning services, and/or other services set forth in Exhibit A, Statement of Work and that are priced as described in Exhibit B, Pricing Schedule.

The term "Subcontractor" refers to a person, persons, partnership, association, company, or corporation engaged by Supplier to furnish any portion of the Work, as defined below, to Supplier.

The term "Supplier" in this Agreement refers to Aclara Technologies LLC. Supplier is the provider of the software, modules and the electric meters. Supplier will be subcontracting with Smart Grid Solutions, LLC ("SGS") as the installer of the water meters and modules and the installer of the electric meters and modules.

The term "System" means Supplier's Equipment, Hardware, Firmware, Field Tools, and Software as may be necessary to complete the Agreement as herein defined, to include (but not limited to) Collectors, Endpoints, Meters, Network Equipment, Routers, and Take-Out Points, as herein defined, whether or not fully detailed on drawings (if any) or listed in detail in this Agreement.

The phrase AMI "Take-Out Point" shall mean the location at the end of the Supplier's AMI transport System. Third-party or commercial communications equipment coordinated by the Purchaser will be required to transport the AMI data from the Take-Out Point to Purchaser's data center.

The term "Work" includes any and all parts of such labor (including the services of all trades), methods, training, documentation, facilities, transportation, and other services as may be necessary to complete the Agreement as herein defined in the Statement of Work..

The address of Utility's General Office is:

City of Piqua
Attn: Cynthia Holtzapple
201 W. Water Street
Piqua Ohio 45356

2.3 Cost

The Parties have agreed upon pricing for the System and the Work as set forth in Exhibits A & B and as otherwise described herein.

All hardware and equipment prices shall be fixed from the date of the first purchase order through **December 31, 2018**. After **January 1, 2019**, should Purchaser desire to purchase additional hardware and equipment, such equipment will be sold at Supplier's then current list price.

2.4 Tax Exempt

Supplier shall invoice to Purchaser any applicable state, county or local sales or use taxes applicable to the Work. If Purchaser should determine that all or part of the Work is not subject to such taxes, then in such case, Purchaser shall provide to Supplier a Sales and Use Tax Exemption Certificate.

2.5 General Scope of AMI System to be Purchased

Supplier shall ensure that the System achieves Advanced Metering Infrastructure ("AMI") access to all of Purchaser's electric and water meters within Purchaser's service territory in accordance with the Coverage Commitments contained herein.

The responsibilities of the Supplier and functionality of its AMI System shall also be comprised of all Requirements, Responsibility Matrix, and all materials including product specifications attached hereto as Exhibit A, and also including all Work performed by Supplier.

2.6 Entire Agreement

This Agreement and the exhibits and documents attached hereto or referenced herein, including Aclara's response to the RFP attached hereto as Exhibit G, and hereby expressly incorporated by this reference, when fully executed by both Supplier and Purchaser, shall be deemed to include the entire Agreement between the Parties and shall supersede all other previous and contemporaneous understandings, commitments or representations, whether oral or written, and all subsequent oral agreements concerning the subject matter hereof. Neither the Supplier nor the Purchaser shall claim any modification resulting from any representation or promise made at any time, by an officer, agent, the Consultant, or employee of Purchaser or by any other person. Each Party acknowledges that the other Party has not made any representations other than those that are contained herein.

2.7 General Statement of Responsibility of the Supplier

The Supplier shall perform the Work in accordance with the terms of this Agreement. The obligation of the Supplier shall be deemed to carry with it the obligation to incur all items of necessary expense to perform the Work.

The Supplier shall have complete and undivided responsibility for complying with the Agreement, including sole discretion for the means by which the Work is to be performed. Without any qualification of such undivided responsibility, the Supplier shall have the right to enter into such subcontracts, purchase orders, and other commitments with third parties for the performance of any part of the Work, as may, in the Supplier's opinion, be advantageous or necessary for the proper and expeditious or economical prosecution of the Work. Notwithstanding the foregoing, the Supplier shall remain primarily responsible for completion of the Work, provision of the System and performance of the Subcontractors. Supplier shall ensure that all Subcontractors comply with the terms and conditions of this Agreement, when applicable. The Supplier may not assign this Agreement or any of his duties or responsibilities herein without prior written approval from Piqua. It is understood that SGS will perform the installation.

The parties have agreed that when extra work needs performed by a licensed plumber or a licensed electrician, Supplier shall subcontract the work to a licensed plumber or licensed electrician as identified by the City of Piqua if the City of Piqua is not able to perform the work. However, prior to the work being subcontracted, the work must be identified on the pre-approved list as identified and agreed to by the parties. While the work is being performed by a subcontractor, a field supervisor from Supplier shall stay on-site or be available until the work is completed.

2.8 Independent Contractor

The relationship between Purchaser and Supplier shall be that of contracting party to independent contractor. Accordingly, subject to the specific terms of the Agreement, neither Party shall have any general right to prescribe the means by which the other Party shall meet its obligations under the Agreement. This Agreement is not intended to create nor shall it be construed to create any partnership, joint venture, employment or agency relationship between Supplier and Purchaser, nor shall either Party have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party. No Party shall be liable for the payment or performance of any debts, obligations, or liabilities of the other Party, unless expressly assumed in writing herein or otherwise. Each Party retains full control over the employment, direction, compensation and discharge of its employees, and will be solely responsible for all compensation of such employees, including social security, withholding and worker's compensation responsibilities.

2.9 Purchaser Review and Approval

Unless otherwise agreed to by express written statement in the Agreement, Purchaser's review and/or approval of the specifications, drawings, and related documents developed by the Supplier as part of its Response to the Request for Proposal for Advanced Metering Infrastructure issued by Purchaser (the "RFP") or pursuant to this Agreement shall in no way or manner relieve or lessen the Supplier's responsibility under this Agreement for the professional quality, technical accuracy, and completeness of such documents.

2.10 Supplier Representations

Supplier makes the following representations and warranties:

1. Supplier has examined and carefully studied this Agreement, including all exhibits hereto and information provided in the original RFP as well as any addendums;
2. Supplier has fully acquainted itself with the site, including without limitation, design, availability of materials, existing facilities, general topography, accessibility, soil structure, subsurface conditions, obstructions and all other conditions pertaining to this Agreement and made all investigations essential to a full understanding of the difficulties which may be encountered in performing the Work and providing the System, and Supplier assumes full and complete responsibility for any such conditions pertaining to this Agreement, the performance site of the Agreement or its surroundings and all risks in connection therewith;
3. Supplier is fully qualified to complete the Work in accordance with the terms of this Agreement within the time specified in the Statement of Work;
4. Supplier, its employees, agents and any subcontractors have or will obtain all licenses timely or prior to commencing any work, permits, qualifications, and approvals that are legally required to practice their respective professions and to complete the Work in accordance with the terms of this Agreement.
5. Supplier is familiar with and is in compliance with all federal, state, and local statutes, laws, rules, and regulations including but not limited to OSHA, NEC, and NESC, regulations that may affect cost, progress, and performance of the Work. Supplier further agrees to indemnify, defend and save Purchaser harmless from any loss, damage, fine, penalty, or expense whatsoever that Purchaser may suffer as a result of Supplier's failure to comply with this certification. Supplier is required to submit all documents necessary for Davis-Bacon federal grant prevailing wages, HUD 4010 Federal Labor Standards, and all other applicable documents required for Phase I A.
6. The contractor shall pay all those working on Phase I A of this project a prevailing rate of wage as determined by Davis-Bacon Wage Rates.

2.11 Change-Orders

Changes to the System to be provided under this Agreement, the Work, the sums to be paid, or the time permitted for performance of the Work under this Agreement can only be made by a written change-order signed by duly authorized representatives of both the Purchaser and Supplier following the procedure and requirements described below. No other verbal or written communication or action or failure to act on the part of the Purchaser or any of the Purchaser's representatives including its consultants, can substitute for a written change-order signed by a duly authorized representative of the Purchaser.

The change-order shall identify all affected items in the Agreement including technical matters (i.e. functions, performance, reliability, etc.), cost, schedule, process and all other factors affected. Only items specifically identified in a written change-order as modified are affected.

The Purchaser may request a change by providing a written-change order as described above to the Supplier as a legal notice under this Agreement or as the Parties may otherwise agree in advance and in writing. The Supplier agrees it will make all reasonable efforts to meet the request for a change in the Work, and shall promptly respond regarding its ability to meet the request.

The Supplier may request a change by providing a written change-order as described above to the Purchaser as a legal notice under this Agreement or as the Parties may otherwise agree in advance and in writing. Supplier must secure prior City of Piqua approval for all change orders. The Purchaser shall respond within ten (10) business days to either accept or deny the change-order as written, provided that if no response is made, the Purchaser's silence shall be deemed a denial of the change-order.

If the terms of a change-order are agreed to, the requesting Party shall provide two executed copies to the other Party for signature. The Party accepting the request shall sign both copies and return one original copy of the signed change-order to the requesting Party.

When invoicing for change-order items, the Supplier shall reference the change-order and itemize it separately.

2.12 Right to Use the System

Upon completion of the System Acceptance Test ("SAT"), Purchaser shall have the right to use System that has been installed. Use of System during the period after completion of the SAT and the completion of the full System deployment shall not result in any waiver of any Purchaser rights under this Agreement. Upon full System deployment, Purchaser shall have the right to use, modify, and adapt the System in any manner it desires as long as it is in accordance with the terms and conditions of this Agreement. Any modifications made to the System equipment, hardware or software will void the warranties set forth in Exhibit E, Aclara Equipment Warranties Document unless the modification was approved by Supplier.

2.13 Defective Work and System (Warranty)

Notwithstanding the acceptance of the System by the Purchaser or the provision of any certificate with respect to delivery or acceptance of the System, if during completion of the Work that is part of this Agreement, or within such longer period as the System or any part may be guaranteed by the Supplier as provided in this Agreement, Supplier warrants the System or any component thereof, including software, hardware, equipment and other components in accordance with the Aclara Equipment Warranties document attached hereto as Exhibit E.

2.14 System Life Expectancy

Supplier represents and warrants that the Work, System and AMI equipment purchased from Supplier shall be supported for a minimum of ten (10) years from the date of completion of Phase II, said term being the Life Expectancy. The Supplier shall make available for purchase spare parts or functionally equivalent items for all equipment ordered under this Agreement and corrections for any software ordered for the Life Expectancy of the System in accordance with the Maintenance Agreement attached hereto as Exhibit D.

2.15 Deployment Plan

The deployment shall occur in two phases. Phase I and Phase II deployment plan shall be set forth in the Statement of Work.

2.16 Payment to Supplier

Supplier will issue invoices to Purchaser for all amounts owed to Supplier hereunder as follows:

A. Equipment. Aclara shall invoice for the Hardware listed on Exhibit B at the prices on Exhibit B upon Delivery

B. Services. Aclara shall invoice for the Services listed on Exhibit B at the prices listed on Exhibit B as follows:

1) Professional Services shall be invoiced upon execution of this Agreement and as stated in Exhibit A.

2) Maintenance and Supplemental Services Fees shall be invoiced annually in advance. Rates are subject to annual adjustment upon the renewal date.

3) All other Services will be invoiced as stated on Exhibit B.

Purchaser will pay Supplier by no later than thirty (30) days from receipt of invoice statement with a late fee of one and one-half percent (1.5%) of the invoiced amount if not paid in the thirty (30) day period.

2.17 Equipment Forecasts

Within thirty (30) days after the Effective Date of this Agreement, Purchaser shall supply to Supplier a written forecast of total anticipated Supplier Equipment needs by month. Any changes to the Equipment forecast should also be furnished to Supplier. Purchaser's failure to provide an accurate forecast, within reason, may negate the stated Supplier Equipment lead times and may adversely impact delivery of product to Purchaser.

2.18 Purchase Orders

Purchases shall be authorized by Purchaser's issuance of a written Purchase Order ("Purchase Order") to Supplier by electronic mail to AclaraOrders@aclara.com. Supplier may accept Purchaser's Purchase Order by signing it, acknowledging it, using facsimile or electronic mail, or by delivering the System which Purchaser ordered. Notwithstanding any other provision herein, Purchaser's Purchase Order will be accepted solely for purposes of establishing the items and quantities ordered and the desired shipment dates and shipment method. Purchaser's desired shipment dates shall take into account Supplier's current lead times at the time of the Purchase Order. Lead times will be provided to Purchaser by a Supplier representative and are defined as the cycle time from acknowledgement of Purchase Order to fulfillment of Purchase Order. It is acknowledged by the Parties that all instruments and documents issued or delivered pursuant to this Agreement, including any and all Purchase Orders, Purchase Order acceptance, Purchase Order acknowledgements, invoices and other instruments ("Purchase Order Documents") shall incorporate by reference the terms and conditions of this Agreement, irrespective of whether any such Purchase Order Document expressly references this Agreement, and shall be subject to the terms and conditions contained in this Agreement. In the event of a conflict as between the terms and conditions of any and all Purchase Order Documents and this Agreement, this Agreement controls. Any terms and conditions contained in a Purchase Order Document now or hereafter delivered by a Party pursuant to this Agreement other than quantities, service description and other required details and shipping instructions, will not apply and each Party hereby waives and rejects all such terms and conditions. Any modification to this written agreement or any of the attachments must be in writing, mutually agreed to and executed by both parties.

2.19 Major Module Failure

If during the initial warranty period as set forth in the Exhibit E, a major Supplier confirmed failure due to manufacturing or manufacturers issue occurs with the modules provided by the Supplier (with "major" being defined as five percent (5%) of the installed base within any rolling twelve (12) month period), the Supplier shall provide Purchaser replacement modules as needed at no cost and pay for shipping. Module failures will be tracked by the Purchaser and reported to Supplier on a mutually agreed schedule.

2.20 Coverage Commitment

Supplier agrees to satisfy the Coverage Commitment as defined herein for the duration of the Coverage Commitment Term. Calculation of coverage shall exclude non-reporting meter/modules found to be in failure due to Purchaser-side problems such as meter tampering, a damaged meter, a damaged transformer, or other Purchaser-related or non-AMI related problem. Both Purchaser and Supplier will work together to determine an acceptable strategy to achieve the Coverage Commitment within ten (10) days after the Purchaser notifies the Supplier that the Coverage Commitment is not being met. Once a strategy is identified, Supplier and Purchaser commit to resolve the source of the failure in a timely manner.

Regardless of the number of towers or collectors quoted in the pricing schedule, the Supplier must achieve the Coverage Commitment. In the event the Coverage Commitment is not met, the costs of additional equipment, including additional collectors, repeaters, base stations, higher towers/poles, etc., will be the responsibility of the Supplier.

The Purchaser shall calculate the meter read rate monthly and summarize the information according to categories agreed upon by both the Purchaser and Supplier. Purchaser shall make the summary information available to the Supplier.

Purchaser will investigate any meter read rates less than required above within ten (10) days and report Purchaser's findings to the Supplier in writing according to the Supplier's instructions. Both Purchaser and Supplier will work together to determine an acceptable strategy to resolve the problem within ten (10) days after the Purchaser notifies the Supplier of the problem. Once a strategy is identified, Supplier and Purchaser commit to resolve the source of the failure in a timely manner.

2.21 Tests and Inspections

The equipment furnished pursuant to the Specifications shall be in compliance with all of the standard commercial inspections and tests normally performed by the Supplier and its Subcontractors or other suppliers. The Supplier shall furnish the Purchaser with such certified information and test certificates as are normally made available to customers of Supplier's manufacturing divisions and subsidiaries and other manufacturers of equipment specified within. Purchaser or its agent has the right to witness all factory and/or site tests and inspections. The Purchaser shall not be required to accept any equipment until the equipment has undergone and successfully met such tests and inspections. All test results shall be kept for a period of two years from the date of the test.

2.22 System Acceptance Test

The Supplier and Purchaser will complete a System Acceptance Test ("SAT") to validate the completion of the initial deployment of System by Supplier, in accordance with the requirements specified in this Agreement and the Functional Testing and System Acceptance Testing Criteria set forth in the attached Exhibit F.

If all testing meets the pass criteria as set forth in Exhibit F, the SAT will be considered successful. Purchaser will indicate in writing its acceptance of satisfactory completion of the SAT, which acceptance shall be provided within 10 days of the successful completion of the SAT.

In the event pass criteria cannot be met or a defined functionality requirement cannot be remedied as part of the testing, the Supplier shall notify the Purchaser in writing as soon as is practicable and suggest alternate remedies to resolve the problem without further costs to the Purchaser. In all such cases, the Purchaser, reserves the right to accept or reject any and all remedies proposed by the Supplier and treat this as a breach of contract.

2.23 Applicable Laws and Courts

Supplier will comply with all applicable federal, state, and local statutes, laws, rules, codes, and regulations.

This Agreement and the City of Piqua will be governed by, and construed and enforced in accordance with the laws of the State of Ohio without regard to its conflicts of law principles. Venue of any legal proceedings arising from or concerning this Agreement shall be in the District Court for the City of Piqua, Ohio.

Any term or condition in this Agreement found to be in violation of federal or state law will be void and have no force and effect.

These rights survive this Agreement.

2.24 Licenses

The Supplier shall provide to Purchaser all necessary licenses (i.e., software and others as may apply) for the System and the Work in accordance with the Software License Agreement attached hereto as Exhibit C.

Supplier shall submit application for the Federal Communications Commission license needed for the System on Purchaser's behalf.

Purchaser agrees to complete and submit all necessary documents needed for Supplier to complete the application.

2.25 Insurance

As additional security for Purchaser and as separate obligation of Supplier not in conjunction with any other provisions of this Agreement, Supplier agrees to carry and maintain the during the term of this Agreement (including all warranty periods) occurrence-based liability insurance with coverages and limits of liability not less than those shown herein. Each of Supplier's subcontractors, if any, shall also provide and maintain during the term of their respective agreements the insurance coverages specified as follows, with limits of liability determined appropriate by Supplier. In the event work is performed by a subcontractor, Supplier shall be

primarily responsible for any liability arising directly or indirectly out of the Services performed that is not otherwise covered by any subcontractor's insurance. All such insurance shall be primary with respect to any other insurance or self-insurance programs afforded to or maintained by or for the benefit of Purchaser, and shall not require the exhaustion of any other coverage.

Supplier shall procure at its expense, and maintain, and shall require all of its subcontractors, if any, to procure and maintain in full force during the full term of this Agreement, insurance policies, from an insurer, or insurers, licensed to do business in the State of Ohio where the work hereunder is to be performed, and each of which insurers shall be satisfactory to Purchaser; and the said policies shall provide insurance of the type and, at a minimum, in the amounts below indicated:

1. Workers' Compensation Insurance (including Occupational Disease Coverage) and Employer's Liability coverage shall be provided covering liability arising out of Supplier's employment of workers and anyone for whom Supplier may be liable for workers' compensation claims. Workers' compensation insurance is required, and no "alternative" forms of insurance shall be permitted.
2. Employers Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$1,000,000 per disease/each employee.
3. Commercial General Liability Insurance under an occurrence policy form insuring the indemnity agreements set forth in this Agreement with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including endorsements for Premises/Operations, Personal Injury Liability, Products/Completed Operations, Blanket Contractual Liability assumed in the Agreement, including indemnification liability, and Completed Operations Coverage (completion of the Agreement). Coverage shall also be included for any construction or work on or within 50 feet of a railroad. CGL coverage shall be obtained on as least as broad as Insurance Services Office (ISO) Form 0001.
4. Business Automobile Liability Insurance covering liability arising out of any auto (owned, hired and non-owned) with a combined single limit of at least \$1,000,000.
5. Professional Liability (Engineer's Errors and Omissions) Insurance, in the event Supplier is performing design, engineering or other professional services, with limits of at least \$1,000,000 each claim and \$1,000,000 in the aggregate.
6. Umbrella Insurance (Excess Liability) with minimum limits of \$10,000,000 per occurrence.

Proof of Insurance: The insurance required hereunder shall be maintained in effect during the entire duration of this Agreement. A certificate or certificates evidencing compliance with the foregoing requirements shall be delivered to Purchaser prior to the commencement of any work. Supplier shall ensure that its and the subcontractor's certificate of insurance name the City of Piqua, its elected officials, officers, employees and agents as additional insureds for the term of the Agreement. Replacement certificates of insurance evidencing continuation of such coverage shall be furnished to Purchaser prior to the expiration of the current policies. Supplier shall promptly (but in no event less than 20 days prior to any cancellation or material change) provide Purchaser written notice of any cancellation or material change in the insurance. Replacement

certificates of insurance evidencing continuation of such coverage shall be furnished to Purchaser prior to the expiration of the current policies. Purchaser's receipt of or failure to object to any insurance certificates or policies submitted by Supplier or its subcontractors does not release or diminish in any manner the liability or obligations of Supplier or its subcontractors or constitute a waiver of any of the insurance requirements under this Agreement. Should Supplier or any subcontractor at any time neglect, refuse to provide or cancel the insurance required herein, Purchaser shall have the right to terminate this Agreement or pursue any remedy available at law. It is the responsibility of Supplier to ensure that all necessary endorsements are obtained to satisfy the required coverage.

2.26 Settlement Preferred

Purchaser and Supplier will attempt to settle any claim or controversy arising from this Agreement (except for a claim relating to intellectual property) through consultation and negotiation in good faith and a spirit of mutual cooperation. It is anticipated that the respective Project Managers will confer and attempt to settle a dispute when appropriate before escalating the dispute to appropriate higher-level managers of the Parties, if necessary. Unresolved disputes may either be litigated or, with the mutual consent of the Parties, arbitrated on such terms and conditions as the Parties may mutually agree.

2.27 Indemnification

1. Supplier shall indemnify, defend and hold harmless Purchaser, Purchaser's officers, directors, partners, employees, consultants, and agents ("Purchaser Parties") from and against and in respect to any and all third party claims, actions, suits, proceedings, demands, assessments, judgments, expenses, costs, losses and damages and fees (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of personal injury, death, or damage to tangible or intangible property, including the loss of use thereof, hereinafter referred to as "Liabilities" to the extent that such Liabilities were caused in whole or in part by the negligent or willful acts, errors or omissions of Supplier, its agents, employees, Subcontractors or others for whom it is responsible arising out of, in connection with, or as a result of the performance and furnishings of the Work or other services performed by Supplier under this Agreement .
2. Purchaser agrees that it will give prompt written notice to Supplier of any Liabilities asserted against Supplier for which Purchaser believes Supplier is responsible for indemnification, in whole or in part. Upon receipt of such written notice, Supplier shall have the sole right to conduct the defense of such claim of Liabilities or settle such claim of Liabilities without any liability attributed to Purchaser. Supplier shall defend at its own expense, with counsel of its choosing, but reasonably acceptable to Purchaser, and suit or action brought against Purchaser Parties based upon such Liabilities..
3. Supplier agrees that it maintains Insurance ("Insurance") for purposes of insuring against loss as a result of Liabilities caused in whole or in part by Supplier's negligence; such insurance coverage is acknowledged to comply with the requirements as designated in Section 2.25 Supplier understands and agrees and further warrants and represents to Purchaser that,

notwithstanding any other provision to the contrary herein contained, Supplier's Liability for any and all losses, whether to Purchaser or to third parties, resulting from any Liabilities caused in whole or in part by Supplier's negligence shall not be limited to the amount of any insurance proceeds payable to or on behalf of Supplier under such Insurance, and Supplier agrees to immediately indemnify and hold Purchaser harmless for any and all such Liability in excess of such insurance proceeds. Supplier shall furnish written proof of such insurance upon execution of this Agreement, and at least annually to Purchaser with Purchaser as additional named insured as defined in Section 2.25.

4. Supplier's obligations under this Section 2.27 shall be reduced to the extent of the negligence, gross negligence or willful misconduct of Purchaser Parties.

2.28 Transportation and Risk of Loss

1. Supplier shall be responsible for the proper packaging of equipment, materials, items and components of the System and Work provided or purchased hereunder and shall exercise every precaution to adequately protect all shipments against damage in transit. The method of transportation and routing shall be at the option of the Supplier for delivery to the destination designated by the Purchaser. Supplier shall deliver Equipment to Purchaser FCA Supplier's facility or warehouse (Incoterms 2010) Purchaser shall pay all delivery costs and charges or pay Supplier's standard material, handling and freight charges. Partial deliveries are permitted. Supplier may deliver Equipment in advance of the delivery schedule. Delivery times are approximate and are dependent upon prompt receipt by Supplier of all information necessary to proceed with the work without interruption. If the Equipment delivered does not correspond in quantity, type or price to those itemized in the shipping invoice or documentation, Purchaser shall so notify Supplier within ten (10) days after receipt. Risk of loss shall pass to Purchaser upon delivery pursuant to this Section 2.28 (1), except that for export shipments from the U.S., risk of loss shall transfer to Purchaser upon title passage. However, any time the Equipment is being stored prior to delivery, Supplier or Supplier's subcontractor shall provide adequate insurance to replace any loss of or damage to the equipment that is not a result of force majeure.
2. All material and workmanship shall be subject to inspection and testing at reasonable times and places by Purchaser before, during, and after performance and delivery. If any loss of or damage to the Work or System or component thereof occurs prior to delivery to Purchaser, Purchaser requires that Supplier promptly make all repairs or replacements at no cost to Purchaser as necessary to place the Work and System in the condition required by this Agreement.
3. Purchaser's failure to inspect or test does not relieve Supplier of any responsibility to perform according to the terms of this Agreement. Acceptance of the System and Work comprised of goods by Purchaser shall not constitute acceptance as to latent or hidden defects not subject to discovery upon reasonable inspection or testing. Any such claims shall be handled pursuant the warranties set forth in Exhibit E.

4. The Supplier shall notify Purchaser in writing when any material, equipment, item or component is ready for shipment. In addition to the preceding, a complete packing list of every individual item in each box, crate, or other shipping enclosure shall be sent to Purchaser with a duplicate enclosed with each box, crate or other shipping container.

2.29 Confidential and Proprietary Information

The following language shall supersede any prior Non-Disclosure Agreement (a.k.a., "Confidentiality Agreement") entered into by the Parties relating to this AMI Procurement Project ("Project") upon the execution of this Agreement:

In the course of performing the Work covered by this Agreement, both Parties may disclose certain confidential and proprietary information to the other. Confidential or proprietary information must be of such a nature that it would reasonably be concluded to be of a confidential nature or be clearly marked as confidential or proprietary and may include but is not limited to all data, materials, products, technology, computer programs, designs, drawings, specifications, manuals, business plans, marketing plans, and financial information ("Confidential Information"). Both Parties agree to maintain the confidential and proprietary nature of this information, along with any information developed under this Agreement, and shall disclose it only to its officers, directors, agents, consultants or employees with a specific need to know in the performance of this Agreement so long as such officers, directors, agents, consultants or employees are bound by confidentiality obligations at least as restrictive as those set forth herein. However, in no event shall the Purchaser disclose to an agent or consultant that is deemed a competitor of Supplier without Supplier written consent. Neither Party shall publish, distribute or disclose the existence or subject matter of Confidential Information to any third party without prior written consent of the Party providing Confidential Information. Confidential Information shall not include material which: (i) at the time of disclosure is in the public domain or which, after disclosure, becomes part of the public domain by publication or otherwise; or (ii) is information which Purchaser can show was in its possession at the time of disclosure and was not acquired directly or indirectly from the Supplier; or (iii) is information received by the Purchaser from a third entity having legal right to transmit the same; or (iv) upon which has been determined by Purchaser's legal representative to be public information. In the case of section (iv), when Purchaser determines the information is not confidential, it shall notify Supplier in writing prior to release of the information. Supplier shall then notify Purchaser if it disagrees with the determination the information is public and that Supplier will seek a final determination as to the status of the information by a court of law. In the case where notice has been given, the information shall not be released until a final court order has been issued.

Each Party may disclose the other Party's Confidential Information if and to the extent that such disclosure is required by applicable law or legal process, provided that the receiving Party shall, prior to making such a disclosure, notify the disclosing Party of such requirements (as allowed by law) to afford the disclosing Party the opportunity to seek, at the disclosing Party's sole cost and expense, a protective order or other remedy.

Upon request, either Party shall return to the other Party any Confidential Information given to it by the other Party, except that information provided by the Supplier to Purchaser for the operation and use of the Work or provisioning the System made part of this Agreement, shall

remain with Purchaser as long as Purchaser continues to have the associated software licenses. The Party returning Confidential Information shall destroy or provide to the other Party any documents or other media it created that contains Confidential Information. The Party returning Confidential Information shall certify in writing that such documents or other media it created are destroyed if such is requested.

Disclosure of Confidential Information beyond what is outlined above shall be approved in writing by the other Party in advance of such disclosure.

These rights survive this Agreement.

2.30 Safety and Compliance with Codes and Other Laws

The Supplier shall at all times be solely responsible for complying with all applicable federal, state, and local laws, ordinances, regulations, and codes in connection with the Work, including those relating to the safety of all persons and property. This shall include obtaining all licenses and permits required for the Work. Supplier understands that the obligations of the Parties hereunder are subject to the applicable regulations and orders of governmental agencies having jurisdiction in the matters.

Should at any point the Supplier find any unsafe or hazardous areas or conditions, the Supplier will immediately report the said condition to the Purchaser.

No obligations shall be imposed upon the Purchaser, Purchaser's officers, directors, partners, employees, consultants, and agents to review or supervise the Supplier's compliance with any safety measures, laws, ordinances, regulations, or codes. The Supplier is solely responsible for its acts, errors, and omissions and the acts, errors, and omissions of any Subcontractor, of any Supplier, or of any other individual or entity performing any of the Work.

These rights survive this Agreement.

2.31 Site, Supervision, and Safety

The Site (all equipment staging areas and field work locations) will be furnished to the Supplier by the Purchaser in its presently existing condition, and the Supplier shall leave the Site in the same condition as it was received, except as otherwise provided herein. Supplier shall be responsible for the security of the Equipment while at the Site.

The Supplier shall be responsible for furnishing proper protection for the health and life of personnel, for the public, for the Work and all materials, machinery, equipment, tools, and supplies used in the performance thereof, and for the property of others.

The Supplier shall make sure its personnel are informed of dangers associated with the electric distribution systems, line facilities, and communications facilities and know how to exercise proper precautions and follow appropriate safety procedures. The Supplier shall provide regular and appropriate safety briefings for its personnel and others involved in the Work.

If applicable, the Supplier shall cause the construction work on the Project to receive constant supervision by a competent superintendent (hereinafter called the "Superintendent") who shall be present at all times during working hours where construction is being carried on. The Supplier shall also employ, in connection with the construction of the Project, capable, experienced and reliable foremen and such skilled workers as may be required for the various classes of work to be performed. Directions and instructions given to the Superintendent shall be binding upon those doing the Work.

The Supplier shall at all times take all reasonable precautions for the safety of employees on the work and of the public, and shall comply with all applicable provisions of federal, state, and municipal safety laws and building and construction codes, as well as the safety rules and regulations of the Purchaser. All machinery and equipment and other physical hazards shall be guarded in accordance with the most current version of "Manual of Accident Prevention in Construction" of the Associated General Suppliers of America unless such instructions are incompatible with federal, state, or municipal laws or regulations.

The following provisions shall not limit the generality of the above requirements:

1. The Supplier shall at no time and under no circumstances cause or permit any employee of the Supplier to perform any work upon energized lines, or upon poles carrying energized lines, unless otherwise specified or agreed to in writing.
2. The Supplier shall so conduct the construction of the Project as to cause the least possible obstruction of public highways.
3. The Supplier shall provide and maintain all such guard lights and other protection for the public as may be required by applicable statutes, ordinances and regulations or by local conditions.

2.32 Time is of the Essence

Time is of the essence and shall remain a material element of this Agreement, and no acts of Purchaser, , shall constitute waiver of this provision. SUPPLIER SHALL BE LIABLE AND SOLELY RESPONSIBLE FOR ANY AND ALL CLAIMS OR DIRECT DAMAGES PURCHASER MAY INCUR DUE TO SUPPLIER'S FAILURE TO PROVIDE TIMELY PERFORMANCE WITH THIS AGREEMENT. Purchaser also reserves the right to refuse or return at Supplier's risk and expense shipments made in advance of required schedules, except when Purchaser has been notified and agreed to the early delivery of a shipment, or to defer payment on advance deliveries until scheduled delivery dates. Supplier shall notify Purchaser in writing immediately of any actual or potential delay to the performance of this Agreement and such notice shall include a revised schedule and shall not constitute a waiver to Purchaser's rights and remedies hereunder.

2.33 No Implied Waiver

Either Party's failure to insist upon strict performance by the other Party of any of the terms of this Agreement shall not be construed as a waiver of terms of this Agreement. No waiver shall be

deemed a continuing waiver or waiver in respect of any subsequent breach or default, either of a similar or dissimilar nature, unless expressly so stated in writing by a duly authorized representative of Supplier.

2.34 Liquidated Damages and Remedies

1. Purchaser shall assess liquidated damages solely for Supplier's delay in performing the work. If the Supplier fails to complete any Milestones for Phase 1 A, Phase 1 B, and the SAT, and/or the Phase II Full Deployment, through no fault of Purchaser within project schedule as set forth in the Statement of Work and Purchaser actually suffer an economic loss and the delay is solely caused by Supplier, the Supplier shall be assessed liquidated damages of two hundred fifty dollars (\$250) per each calendar day the Supplier is late in completing performance until such time as affected Milestones referenced above are completed, but not to exceed ten thousand dollars (\$10,000). However, should Supplier cause Purchaser to lose part or all of its grant funding for Phase IA of the Project, Supplier shall be liable for the amount of the grant lost by Purchaser and any consequential damages as a result of Phase IA not being completed on schedule. Any assessment of liquidated damages may be deducted from the next payment(s) due the Seller or Seller shall promptly pay liquidated damages to Purchaser in the event liquidated damages exceed the remaining amount otherwise due Seller. Notwithstanding the foregoing, this clause shall not apply to a delay caused under Section 2.40.

2. Notwithstanding anything contained herein to the contrary, the total aggregate liability of Supplier to the Purchaser for any and all liability arising out of or in connection with this Agreement, including the Software License Agreement shall not exceed \$5,000,000.

3. The rights of both Parties hereunder shall be in addition to the Parties' rights and remedies at law or in equity. UNLESS DIRECT OR REASONABLY FORESEEABLE, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR, OR ENTITLED TO RECOVER, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUES, LOSS OF USE OF ANY PROPERTY, PARTS OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF PURCHASED POWER OR REPLACEMENT POWER, DOWNTIME COSTS OR CLAIMS OF CUSTOMERS, UNLESS IT IS THE RESULT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT..

2.35 Termination

The Purchaser may terminate this Agreement, in whole or in part, at any time upon thirty (30) days written notice to the Supplier. In such an event, the Purchaser shall pay the Supplier for all labor and material costs incurred prior to such termination notice and reasonable and normal overhead and profit, less salvage value, unless termination is for non-performance or default by Supplier. In the event that the termination is for Supplier's non-performance or default, Purchaser shall provide Supplier written notice specifying the non-performance or default by

Supplier and allow Supplier the opportunity to cure such non-performance or default within thirty (30) days from the date of its receipt of such notice

Upon receipt of a notice of termination of some or all of the System, the Supplier shall discontinue the provisioning of the System and make every effort to cancel all subcontracts, orders and other agreements, or portions thereof that involve the terminated System. If the Purchaser specifically requests, the Supplier shall attempt to transfer subcontracts to the Purchaser. Purchaser shall not be liable for any damage to any subcontractor in case of termination.

The Supplier will also make every effort to preserve the terminated portion of the System regardless of location, assist with inventory of the terminated System, identify outstanding orders and subcontracts, The Purchaser may decline title to any portion of the System.

The Supplier shall not be entitled to damages resulting from termination of any Work or provisioning of the System, including loss of anticipated revenue or costs such as idle personnel or equipment.

If the Supplier defaults in the performance of the System, the Purchaser may at its option, finish the Work by any method possible, including contracting with another supplier.

Supplier may terminate this Agreement:

- 1) for a material breach or default by Purchaser upon notice in writing to Purchaser, specifying the breach or default by Purchaser, and Purchaser's failure to cure such breach or default within 30 days from the date of its receipt of such notice;
- 2) upon Purchaser's ceasing to do business;
- 3) upon the dissolution of Purchaser;
- 4) upon the filing of any petition for declaration of bankruptcy or insolvency by or against Purchaser which is not withdrawn or dismissed within 30 days; or upon the appointment of a receiver for Purchaser

The Parties' obligations under the warranty, indemnification, insurance, and confidentiality provisions of this Agreement shall survive any termination of this Agreement.

2.36 Intellectual Property Infringement

Supplier shall indemnify, defend and hold harmless Purchaser, Purchaser's officers, directors, partners, employees, consultants, and agents from and against and in respect to any and all claims, actions, suits, proceedings, demands, assessments, judgments, expenses, costs, losses and damages and fees (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising from any and all claims, suits, and proceedings for the infringement of any third party intellectual property right by any software, intellectual property, equipment, materials, supplies, or installation methods used in the Work or the System or the use thereof by Purchaser ;

provided that: (a) Purchaser promptly, and in any event, within ten (10) days of becoming aware of the claim, notifies Supplier of such claims, (b) Purchaser fully cooperates with Supplier in assisting in the defense or settlement of such claims and (c) the Supplier shall have the sole right, at its own cost (and Purchaser agrees to permit Supplier to do so) and at no cost to Purchaser, to defend or settle any suits, which may be instituted by any Party against the Purchaser for alleged infringement of intellectual property rights relating to the Supplier's performance hereunder.

In the event that any component of the Work, the System, or use of any Work or the System is held in such suit to be infringing or misappropriating or their use by Purchaser is enjoined or limited in any manner, or Supplier believes that such holding or enjoining is likely, Supplier shall at its expense: (a) procure for Purchaser the right to continue use of such component of the Work or System or (b) replace or modify the same with an equivalent non-infringing product with functionality substantially similar to the product it is replacing. Notwithstanding the foregoing, Supplier shall not be liable for any claim based on the combination or use of the Work or System component with any other equipment or software not supplied or authorized by Supplier, or any claim based on Purchaser's possession or use of any altered version of a System Component or the Work unless such alteration has been performed or expressly authorized by Supplier.

2.37 Legal Notices

Any legal notice required or permitted by this Agreement or given in connection with it shall be in writing and shall be given to the appropriate Party by personal delivery, certified mail, or other recognized delivery service that confirms delivery. All notices required, permitted, or desired to be given hereunder shall be deemed duly given and effective (i) when received after being sent by confirmed facsimile transmission or delivered by hand or (ii) five (5) days after being deposited with the United States Postal Service, properly addressed, sent by registered or certified mail, return receipt requested, postage prepaid. Any Party may change its address for the purpose of this Paragraph by giving written notice of such change to the other Parties in the manner provided in this Paragraph.

Legal notices to the City of Piqua Utility System shall be sent to:

City of Piqua
Attn: Law Department
201 West Water Street
Piqua, OH 45356

Legal notices to the Supplier shall be sent to:

Aclara Technologies LLC
Attn: Legal Department
945 Hornet Dr.
St. Louis, MO 63042
Facsimile: 314-895-7373

2.38 No Construction Against Drafter

This Agreement has been negotiated and prepared by the Purchaser and Supplier and the Parties' respective attorneys and, should any provision of this Agreement require judicial interpretation, the court interpreting or construing such provision shall not apply the rule of construction that a document is to be construed more strictly against one Party.

2.39 Force Majeure

Neither the Purchaser nor Supplier shall be considered in default in the performance of its obligations under this Agreement to the extent that the performance of its obligations is prevented or delayed by any cause beyond the Party's control, including without limitation: acts of God; acts or omissions of governmental authorities; acts of public enemy; wars; blockades; riots; civil disturbances; floods; hurricanes; tornadoes; and any other similar events, acts, or conditions (individually and collectively referred to as "Force Majeure").

In the event that Supplier considers Supplier's performance is prevented or delayed by a cause beyond its control, the Supplier shall inform the Purchaser in writing within five (5) days after the Supplier knows or by reasonable diligence should know of the event causing or likely to impact Supplier's performance.

2.40 Conflict

Except as the Parties may otherwise explicitly agree, pursuant to the terms of this Agreement pertaining to any changes to the Work or amendments to this Agreement, the following rules of conflict shall apply:

1. In the event of a conflict between this agreement and the terms or conditions of any exhibits to this agreement, the terms and conditions of this agreement shall control.
2. In the event of a conflict between this Agreement and a purchase order and/or commitment, including any specifications attached thereto, this Agreement shall control.

In the event of an ambiguity in the specifications, drawings, or other requirements of this Agreement, Supplier must, before proceeding, consult Purchaser whose written interpretation shall be final.

2.41 Severability

Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Purchaser and the Supplier who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

These rights survive this Agreement.

2.42 Section Titles

The section and subsection names in this Agreement are only provided for convenience. In no way do the section and subsection names restrict the applicability of the requirements to the topic area given in the section or subsection name. For example, it is possible requirements under a section labeled "hardware" could actually include software requirements unrelated to the section or subsection title. Furthermore, it is possible that requirements listed under a particular section or subsection name are not all the requirements for that topic within this Agreement, as requirements on that topic may be listed in other sections, subsections or Exhibits.

2.43 Survival

The rights and obligations of the Parties under this Agreement that would by their nature survive the expiration or termination of this Agreement, including but not limited to those pertaining to further assurances, confidentiality, indemnities and limitations of liability, or where expressly indicated herein, shall survive the expiration or termination of this Agreement.

In witness whereof, the Parties have, by their duly authorized representatives, executed this Agreement on the date(s) indicated below.

City of Piqua

Aclara Technologies LLC (Supplier)

By: _____

By: _____

Print Name: _____

Print Name: Kurt R. Bruening

Title: _____

Title: CFO

Date: _____

Date: _____

Exhibits

It is hereby mutually agreed by the Parties that the following list documents are to be included as part of this Agreement and herein incorporated by reference for all purposes:

NOTE: Some documents were provided by Supplier in response to a request for proposals; therefore, references to "Exhibits" set forth within these documents refer to "Exhibits" provided by Supplier with its proposal, not Exhibits to this Agreement.

Exhibit A_ Statement of Work

Exhibit B_ Pricing Schedule

Exhibit C_ Software License Agreement

Exhibit D_ Maintenance Agreement

Exhibit E_ Aclara SYNERGIZE™ RF Warranties

Exhibit F_ System Acceptance Test Plan

Exhibit G_ Supplier Proposal dated May 11, 2016

NOTE: Exhibit G is specifically incorporated by reference but not physically attached to this Agreement due to its extensive volume.

Exhibit B - Pricing Schedule

Aclara Technologies LLC to City of Piqua, Ohio AMI Infrastructure Project

Phase 1A

<u>Description</u>	<u>Quantity</u>	<u>Extended Price</u>
Aclara Water MTU, Single Port Encoder, 12' wire	2,247	\$ 168,525
Installation Services (Residential Water Meters & Modules)	2,247	\$ 186,568
Expansion Wheel for Water Meters	1,058	\$ 17,288
Contingency		<u>\$ 25,000</u>
Grand Total		\$ 397,381

Exhibit C - Pricing Schedule

Aclara Technologies LLC to City of Piqua, Ohio AMI Infrastructure Project

Phase II & Phase 1B

<u>Description</u>	<u>Extended Price</u>
Aclara Water MTU	\$ 498,273
Aclara Electric meters, MTU	\$ 1,327,718
Installation Services (Water & Electric)	\$ 634,191
Aclara System Software, Licenses & Training	\$ 422,873
Contingency	<u>\$ 750,000</u>
Grand Total	\$ 3,633,055

RESOLUTION NO. R-119-16

**AN EMERGENCY RESOLUTION AUTHORIZING A
PURCHASE ORDER TO MUELLER SYSTEMS, LLC FOR THE
PURCHASE OF WATER METERS FOR THE CITY OF PIQUA**

WHEREAS, the City of Piqua requires the purchase of residential composite water meters to utilize with their new advanced metering system for the citizens of the City of Piqua, and;

WHEREAS, the City of Piqua has budgeted for replacement of approximately 8,258 water meters, and;

WHEREAS, on November 11, 2015, the City of Piqua was awarded a PY 2015 CDBG Community Development Program Grant to install water meters and purchase and install water modules in the Southview Neighborhood (Phase 1A); and

WHEREAS, the City of Piqua properly bid and advertised for this purchase from Mueller Systems, LLC for the purchase of these composite water meters;

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

SEC. 1: A purchase order is hereby authorized to Mueller Systems, LLC for purchase of composite water meters not to exceed \$647,000.00.

SEC. 2: The Finance Director certifies funds are available or in the process of collection and is hereby authorized to draw her warrant on the appropriate accounts of the City treasury in payment for said equipment purchase with amounts being paid 2016-2018.

SEC. 3: This Resolution is declared an emergency for immediate preservation of the public peace, health or safety in the City of Piqua for said reason that the advanced meter infrastructure needs to begin implementation immediately and shall take effect and be in force from and after passage.

KATHRYN B. HINDS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	November 1, 2016			
REPORT TITLE	AN EMERGENCY RESOLUTION AUTHORIZING A PURCHASE ORDER TO MUELLER SYSTEMS, LLC FOR THE PURCHASE OF WATER METERS FOR THE CITY OF PIQUA			
SUBMITTED BY	Name & Title: Don Freisthler, Water Plant Superintendent Shane Johnson, Underground Utilities Superintendent Dave Davis, Wastewater Superintendent			
	Department: Water, Underground Utilities & Wastewater Departments			
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input checked="" type="checkbox"/> Asst. City Manager/Finance	
	<input type="checkbox"/> Asst. City Manager/Development		<input checked="" type="checkbox"/> Law Director	
	<input checked="" type="checkbox"/> Department Director		<input type="checkbox"/> Other:	
BACKGROUND	<p>The City of Piqua is requesting authorization for the purchase of residential composite water meters to work with the new advanced automated meter reading system. We have properly bid and advertised for these meters. In total, 6 bids were received and the bid tabulation is attached as "Exhibit A." Mueller Systems, LLC provided us with a bid for Hersey composite water meters that have been guaranteed to work with our new Aclara software. Their water meters are made with stainless steel threads which assure a minor amount of problems during the initial installations and when a replacement needs done in the future. Mueller Systems, LLC has agreed to hold our water meter pricing firm through the 2018 year to allow for all water meters to be purchased by that time.</p> <p>On November 11, 2015, the City of Piqua was awarded a PY 2015 CDBG Community Development Program Grant to install water meters and purchase and install water modules in the Southview Neighborhood (Phase 1A area). Our first phase (Phase 1A) will include approximately 2,247 water meters and those will be ordered and installed as soon as possible. We do have grant funds available for a portion of this purchase which will include the water meters (and installation costs through Aclara) for the Southview Neighborhood (Phase 1A area).</p>			

BUDGETING AND FINANCIAL IMPACT	Budgeted \$:	\$647,000.00 in 2016 - 2018
	Expenditure \$:	\$647,000.00 (Our resolution includes a 10% contingency.)
	Source of Funds:	<p>Grant Fund: 122-144-878-7553 up to \$340,000 total; allocated portion for installation & water meters in the Phase 1A area (installation costs will be paid to Aclara)</p> <p>Grant Fund: 130-110-875-7560 up to \$47,352 total; allocated portion for installation & water meters in the Phase 1A area (installation costs will be paid to Aclara)</p> <p>Water Fund: 403-308-676-7204 up to \$329,970 total; allocated portion for installation & water meters (installation costs will be paid to Aclara)</p> <p>Wastewater Fund: 404-402-701-7204 up to \$317,030 total; allocated portion for installation & water meters (installation costs will be paid to Aclara)</p>
	Narrative:	We have budgeted a portion of the \$647,000.00 for this purchase in the 2016 City Budget and will need to include funds in the 2017 & 2018 City Budgets also.
OPTIONS	1.	Approve the Resolution R-119-16 as presented
	2.	Approve the Resolution R-119-16 with changes.
	3.	Deny the resolution and provide staff direction on how to proceed.
PROJECT TIMELINE	Delivery within 30-45 days of placing order	
STAFF RECOMMENDATION	Approve the expenditure by passing this Resolution.	
ATTACHMENTS	"Exhibit A" is the bid tabulation	

"Exhibit A"

Approx. Qty	Mueller Systems, LLC Cleveland, NC		Mueller Systems, LLC Cleveland, NC		Everett J. Prescott, Inc. West Carrollton, OH		Buckeye State Pipe & Supply Co., Inc. Chillicothe, OH		Buckeye State Pipe & Supply Co., Inc. Chillicothe, OH		Utility Technologies, LLC Lebanon, OH	
	Price Each	Extended	Price Each	Extended	Price Each	Extended	Price Each	Extended	Price Each	Extended	Price Each	Extended
7,578	\$ 68.30	\$ 517,577.40	\$ 71.34	\$ 540,614.52	\$ 65.00	\$ 492,570.00	\$ 75.70	\$ 573,654.60	\$ 103.40	\$ 783,565.20	\$ 90.00	\$ 682,020.00
10	\$ 85.95	\$ 859.50	\$ 89.10	\$ 891.00	\$ 94.00	\$ 940.00	\$ 78.81	\$ 788.10	\$ 160.90	\$ 1,609.00	\$ 120.00	\$ 1,200.00
55	\$ 132.75	\$ 7,301.25	\$ 135.90	\$ 7,474.50	\$ 135.00	\$ 7,315.00	\$ 121.63	\$ 6,689.65	\$ 142.00	\$ 7,910.00	\$ 220.00	\$ 12,100.00
10	\$ 334.66	\$ 3,346.60	\$ 338.72	\$ 3,387.20	\$ 426.00	\$ 4,260.00	\$ 342.00	\$ 3,420.00	\$ 420.50	\$ 4,205.00	\$ 390.00	\$ 3,900.00
15	\$ 375.84	\$ 5,637.60	\$ 381.06	\$ 5,715.90	\$ 600.00	\$ 9,000.00	\$ 487.70	\$ 7,315.50	\$ 566.10	\$ 8,491.50	\$ 520.00	\$ 7,800.00
430	\$ 68.30	\$ 29,369.00	\$ 71.34	\$ 30,676.20	\$ 65.00	\$ 27,950.00	\$ 75.70	\$ 32,551.00	\$ 103.40	\$ 44,462.00	\$ 90.00	\$ 38,700.00
25	\$ 85.95	\$ 2,148.75	\$ 89.10	\$ 2,227.50	\$ 94.00	\$ 2,350.00	\$ 78.81	\$ 1,970.25	\$ 160.90	\$ 4,022.50	\$ 120.00	\$ 3,000.00
115	\$ 132.75	\$ 15,266.25	\$ 135.90	\$ 15,628.50	\$ 133.00	\$ 15,295.00	\$ 121.63	\$ 13,987.45	\$ 142.00	\$ 16,390.00	\$ 220.00	\$ 25,300.00
20	\$ 334.66	\$ 6,693.20	\$ 338.72	\$ 6,774.40	\$ 999.00	\$ 19,980.00	\$ 342.00	\$ 6,840.00	\$ 420.50	\$ 8,410.00	\$ 390.00	\$ 7,800.00
Subtotal		\$ 8,258		\$ 613,389.72		\$ 579,650.00		\$ 647,216.55		\$ 878,905.20		\$ 781,820.00

Badger
 Quota for bids \$115,062

Badger
 Quota for bids \$115,062

Sensus

Hersey

Hersey

Kamstrup & Seimens

RESOLUTION NO. R-120-16

**AN EMERGENCY RESOLUTION AUTHORIZING A PURCHASE
ORDER TO EVERETT J. PRESCOTT, INC. FOR THE
PURCHASE OF WATER METERS FOR THE CITY OF PIQUA**

WHEREAS, the City of Piqua requires the purchase of commercial water meters to utilize with their new advanced metering system for the citizens of the City of Piqua, and;

WHEREAS, the City of Piqua has budgeted for replacement of approximately 242 meters, and;

WHEREAS, the City of Piqua properly bid and advertised for this purchase from Everett J. Prescott, Inc. for the purchase of these water meters;

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

SEC. 1: A purchase order is hereby authorized to Everett J. Prescott, Inc. for purchase of water meters not to exceed \$439,000.00.

SEC. 2: The Finance Director certifies funds are available or in the process of collection and is hereby authorized to draw her warrant on the appropriate accounts of the City treasury in payment for said equipment purchase with amounts being paid 2016-2018.

SEC. 3: This Resolution is declared an emergency for immediate preservation of the public peace, health or safety in the City of Piqua for said reason that the advanced meter infrastructure needs to begin implementation immediately and shall take effect and be in force from and after passage.

KATHRYN B. HINDS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	November 1, 2016		
REPORT TITLE	AN EMERGENCY RESOLUTION AUTHORIZING A PURCHASE ORDER TO EVERETT J. PRESCOTT, INC. FOR THE PURCHASE OF WATER METERS FOR THE CITY OF PIQUA		
SUBMITTED BY	Name & Title: Don Freisthler, Water Plant Superintendent Shane Johnson, Underground Utilities Superintendent Dave Davis, Wastewater Superintendent		
	Department: Water, Underground Utilities & Wastewater Departments		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input checked="" type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input checked="" type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> Department Director;		<input type="checkbox"/> Other:
BACKGROUND	<p>The City of Piqua is requesting authorization for the purchase of ductile iron, epoxy coated, lead free compliant water meters to work with the new advanced automated meter reading system. We have properly bid and advertised for these meters. In total, 7 bids were received and the bid tabulation is attached as "Exhibit A." Everett J. Prescott, Inc. provided us with a bid for Sensus meters that have been guaranteed to work with our new Aclara software. The advantage of the Sensus Omni C2 meter is that it is the only meter with the capability of picking up ¼ gallon of usage with tremendous accuracy. We confirmed with Hersey and Badger that their mechanical water meters cannot compare to the accuracy of the Sensus Omni C2. We are recommending Sensus meters as the best fit for the City.</p>		
BUDGETING AND FINANCIAL IMPACT	Budgeted \$:	\$439,000.00 in 2016 - 2018	
	Expenditure \$:	\$439,000.00 (Our resolution includes a 10% contingency.)	
	Source of Funds:	<p>403-308-676-7204 up to \$223,890 total; allocated portion for water meters (installation costs will be paid to Aclara)</p> <p>404-402-701-7204 up to \$215,110 total; allocated portion for water meters (installation costs will be paid to Aclara)</p>	
	Narrative:	We have budgeted a portion of \$439,000.00 for this purchase in the 2016 City Budget and will need to include funds in the 2017 -2018 City Budgets also.	

OPTIONS	1.	Approve the Resolution R-120-16 as presented
	2.	Approve the Resolution R-120-16 with changes.
	3.	Deny the resolution and provide staff direction on how to proceed.
PROJECT TIMELINE	Delivery within 4 weeks of placing order	
STAFF RECOMMENDATION	Approve the expenditure by passing this Resolution.	
ATTACHMENTS	"Exhibit A" is the bid tabulation	

"Exhibit A"

	Mueller Systems, LLC Cleveland, NC	Mueller Systems, LLC Cleveland, NC	Everett J. Prescott, Inc. West Carrollton, OH	Buckeye State Pipe & Supply Co., Inc. Chillicothe, OH	Buckeye State Pipe & Supply Co., Inc. Chillicothe, OH	Utility Technologies, LLC Lebanon, OH	Utility Sales Agency Clyden, OH
C3/ 2"	156 \$ 375.84 \$ 58,631.04	\$ 381.05 \$ 59,445.35	\$ 1,173.00 \$ 182,988.00	\$ 487.70 \$ 76,081.20	\$ 865.10 \$ 81,120.00		
C3/ 3"	74 \$ 1,809.00 \$ 43,415.00	\$ 1,809.00 \$ 43,415.00	\$ 1,456.00 \$ 35,184.00	\$ 1,602.00 \$ 38,445.00	\$ 1,602.00 \$ 38,445.00		
C3/ 4"	50 \$ 2,096.50 \$ 104,825.00	\$ 2,096.50 \$ 104,825.00	\$ 2,593.40 \$ 129,770.00	\$ 2,593.40 \$ 119,770.00	\$ 2,593.40 \$ 119,770.00		
C3/ 6"	12 \$ 42,885.00 \$ 42,885.00	\$ 42,885.00 \$ 42,885.00	\$ 4,593.00 \$ 4,593.00	\$ 3,444.90 \$ 41,338.80	\$ 3,444.90 \$ 41,338.80		
Subtotal	242 \$ 249,760.04	\$ 250,574.36	\$ 399,218.00	\$ 275,638.00	\$ 287,866.40	\$ 453,520.00	\$ 217,829.02

Badger
 Quote for bids #115,082

Sensis

Hersey

Hersey

Kamstrup & Selmens

Zimmer

RESOLUTION NO. R-121-16

AN EMERGENCY RESOLUTION ACQUIRING THE SERVICES OF
POWER SYSTEM ENGINEERING, INC. TO PROVIDE
PROFESSIONAL SERVICES FOR THE CITY OF PIQUA

WHEREAS, it is deemed advisable for the City to retain the services of Power System Engineering, Inc. as a professional firm to provide professional services for the City; and

WHEREAS, Power System Engineering, Inc. will provide professional services for the implementation of and transition to an automated meter system, for which the solicitation of proposals would, in the City Manager's judgment, be of no material benefit.

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: Power System Engineering, Inc. is hereby retained by the City of Piqua as a professional firm;

SEC. 2: The Finance Director certifies that funds are available or in the process of collection and is hereby authorized to draw her warrant from time to time on the appropriate accounts of the city treasury according to contract terms, not to exceed \$65,000;

SEC. 3: It is found and determined that all formal actions of this Commission concerning and relating to the adoption of this resolution were adopted in an open meeting of this Commission, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements;

SEC. 4: This Resolution is declared an emergency for immediate preservation of the public peace, health or safety in the City of Piqua for said reason that the advanced meter infrastructure needs to begin implementation immediately and shall take effect and be in force from and after passage.

KATHRYN B. HINDS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	November 1, 2016		
REPORT TITLE	AN EMERGENCY RESOLUTION ACQUIRING THE SERVICES OF POWER SYSTEM ENGINEERING, INC. TO PROVIDE PROFESSIONAL SERVICES FOR THE CITY OF PIQUA		
SUBMITTED BY	Name & Title: Nick Berger, Asst. Power System Director		
	Department: Power System		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input checked="" type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input checked="" type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> Department Director, Ed Krieger		<input checked="" type="checkbox"/> Other: Energy Board
BACKGROUND	<p>As part of our Advanced Meter Infrastructure (AMI) project, the City would like to retain the professional services of Power System Engineering, Inc. (PSE) to assist in the implementation and transition to the new Aclara AMI System. PSE was part of the procurement process and has intimate knowledge and understanding of this project. PSE's implementation and project management support services include:</p> <ul style="list-style-type: none"> • Facilitating weekly or bi-weekly calls • Help develop or re-define core business processes that change due to the implementation of the AMI system • Oversee the System Acceptance Test • Master scheduling and task tracking • Compile and maintain a master contacts' list including warranty information <p>PSE's most important role post-procurement is providing deployment support and project management-type services to ease the transition from our current system into a fully functioning, tested, and accepted AMI system.</p>		

BUDGETING AND FINANCIAL IMPACT	Budgeted \$:	\$65,000 for 2016-2018
	Expenditure \$:	\$65,000 for 2016-2018
	Source of Funds:	Power System - \$35,750 Water Department - \$14,950 Waste Water Department - \$14,300
	Narrative:	Includes \$4,000 for travel expenses and \$6,000 for contingency
OPTIONS	1.	Approve Resolution No. R-121-16 acquiring the services of Power System Engineering, Inc. to provide professional services to the City
	2.	Do not approve the Resolution and provide staff with further direction
PROJECT TIMELINE	November, 2016 through December, 2018	
STAFF RECOMMENDATION	Approve Resolution No. R-121-16 acquiring the services of Power System Engineering, Inc. to provide professional engineering services to the City	
ATTACHMENTS	1. PSE Proposal Information	

May 3rd, 2016

Nick Berger (*via email: nberger@piquaoh.org*)
City of Piqua
103 Hemm Rd
Piqua, OH 45356

Subject: PSE's AMI Implementation Support Services

Dear Mr. Berger:

PSE is pleased to offer this brief proposal for post-AMI procurement deployment services. We offer a range of services and levels of project management support depending on your unique needs.

The services described below are provided here as an introduction to roles PSE can play during implementation. Consider this list your menu of choices from which you can select the services you need. Upon review, we are happy to discuss any of these services with you in detail and refine a scope to match your particular situation.

Implementation Project Management Support: PSE's most important role post-procurement is in providing deployment support and project management-type services to ease the transition from AMR into a fully functioning, tested, and accepted AMI system. Multiple utility departments are often involved in the transition, and multiple vendors each have their own schedule and needs – not only the AMI vendor, but potentially also a third-party installation firm, a communications vendor, a meter data management vendor, as well as various existing software vendors that become involved as systems are integrated. PSE will act as a central hub with the resources to keep an eye on your project as whole. In this role, we facilitate weekly meetings with the client and various vendors, manage a master project task list, and maintain availability to troubleshoot and answer questions as they arise. Our level of involvement can vary anywhere from the role of master project manager to an on-call advisor, depending on your needs.

Tasks anticipated to be included in PSE's implementation project management support services include:

1. **Facilitating weekly or bi-weekly calls with notes.** PSE acts as a liaison between the AMI system vendor, AMI installation vendor, the client, and additional vendors with whom software integrations are being performed. During these weekly meetings, PSE facilitates updates from each vendor on topics such as:
 - Installation progress for AMI equipment and meters.
 - Status of equipment orders and delivery.

- Status of software installation and integrations.
 - Identifying action items for troubleshooting.
 - Clearly identifying ownership of follow-up tasks.
2. **Core Business Process Change:** A new AMI system presents opportunities to change some of the core business processes which will quickly become outdated. To maximize the cost savings of AMI, the utility must implement process changes. We can help by developing or re-visiting use cases that define the business process steps for each process affected by AMI. And we can provide onsite training to ensure that these processes are followed.

This support would include high-level flowcharts for the most significant, high-value work tasks:

- Handling a high-bill complaint
 - Blink vs. outage vs. customer-side outage process
 - Move-in/move-out
 - Remote disconnect for non-pay
 - Voltage complaints (high/low, sag/swell)
3. **Oversee System Acceptance Testing (SAT) Onsite:** To ensure that your important investments are deployed properly, a thorough SAT process is key. PSE will plan to oversee System Acceptance Testing (SAT) for AMI. This oversight includes an AMI subject matter expert from PSE being onsite during the testing to witness that tests are being performed properly and that the AMI system successfully passes testing.
4. **Master Scheduling and Task Tracking:** The AMI vendor is ultimately responsible for project management of the AMI system and will maintain ownership of their own project schedule. However, PSE will maintain a master scheduling and task tracking spreadsheet that takes the big-picture view, including all the various tasks that may not show up on the AMI vendor's list, such as tasks associated with the meter/module installation firm, site-ready communications work, and meetings as needed with multiple software vendors.

PSE will track major milestones for all parties involved, ensuring that important items are not overlooked. This includes:

- AMI Software Installation and Integrations: including admin logins, CSR logins, and the completion of integrations to other existing systems (billing, OMS, MDMS, etc.)
 - AMI Infrastructure Installation for Phase I and Full Deployment, including installation and readiness of the AMI backhaul communications, as well as ensuring locations of collectors, repeaters, and base stations are correctly recorded.
5. **PSE will ensure that adequate AMI software training is delivered** by the AMI system vendor and the installation firm, and we will track the progress of all training items,

including AMI system reporting, system troubleshooting (field and office), system installation/maintenance, field tool training, and processes and procedures associated with outages, disconnect/reconnects, and blinks. We will ensure that you receive adequate training in gathering engineering data, such as bellwether meters, voltages, etc., and that CSR training is thoroughly completed, including how to manage day-to-day processes such as high bills and no-lights calls. At the conclusion of training, you should feel confident in using your new AMI system and in making the appropriate process changes within the utility in order to capture the greatest return on investment.

6. **Compile and Maintain a Master Contacts List.** PSE will coordinate with selected vendor(s) and all other needed contacts involved with the initial and post deployment. It is sometimes not always clear who to contact when there is a question, a concern, a specific need, or a troubleshooting calls. All contact information will be collected and communicated to ensure you have all the support needed and, importantly, a way to get that support. Some examples are:

- AMI Project Manager (PM)
- Meter Install PM
- Meter/Module Returns/Warranty
- AMI Equipment Returns/Warranty
- Technical Support (during and after business hours)
- General Billing/Accounting Contact
- Equipment order placement and shipping

Why PSE?

Beyond the available services and level of support described above, consider that although the selected vendors are qualified to manage the implementation of their respective systems, there are often many vendors and individuals involved in the project deployment at once. Each team is attempting to get its own system completed, sometimes without a full consideration of the big picture. PSE's sole task is to look out for the best interest of the utility, keeping vendors accountable and on-track.

PSE's Proposed Costs

We anticipate that our involvement will last about twelve (12) months. Previous experience has shown that we will be more heavily involved during the first few months of the project in which we will serve in a proactive project management leadership role, but we will be less heavily involved during the final few months as weekly calls become unnecessary, and PSE's role shifts toward that of technical advising as needed.

However, this timeframe is simply an estimate, and PSE can be flexible as tasks, needs, and responsibilities shift. PSE would then discuss any change orders before making a mutually agreeable shift in our scope.

Assuming a twelve-month timeframe, PSE’s proposed costs are \$55,000. To break this down a little further, the pricing is roughly 7 hours per week, although some weeks may be loaded more heavily than others.

Estimated Costs During Deployment	Costs
First 180 days	\$37,000
Remaining Deployment	\$18,000
Total	\$55,000

Travel and living expenses are not included in the estimated costs shown above and would be passed through at cost. It is estimated there will be at least 2 onsite trips for the City of Piqua, but more or less can be negotiated as needed.

For reference and in the event that additional time and materials consulting services are requested beyond this scope, PSE’s hourly rates for the key staff involved in this project are:

PSE Staff	2016 Hourly Rate
Kyle Kopczyk, Utility Automation Consultant	\$140
Cynthia Studner, Project Coordinator	\$120

Conclusion

We look forward to talking with you to learn more about how PSE can help make your AMI investment a success.

Sincerely,

Kyle Kopczyk
Utility Automation Consultant

RESOLUTION NO. R-122-16

**A RESOLUTION TO AWARD A CONTRACT TO EMH&T FOR THE
DEVELOPMENT OF THE UNDERGROUND UTILITIES GIS PILOT
PROJECT**

WHEREAS, The City of Piqua acknowledges there is a need for the development of a comprehensive Underground Utilities GIS database for the city; and

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

SEC. 1: A purchase order is hereby authorized to contract with EMH&T for the development of the Underground Utilities GIS Pilot Project.

SEC. 2: The Finance Director certifies the funds are available and is hereby authorized to draw her warrants from time to time on the appropriate account of the city treasury in payment according to contract terms, not exceeding a total of \$96,700;

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

MEETING DATE	October 18 th , 2016		
REPORT TITLE (Should match resolution/ordinance title)	A Resolution requesting authorization to enter into a contract with EMH&T for the development of the Underground utilities GIS Pilot Project (Phase 1).		
SUBMITTED BY	Name & Title: Devon Alexander Storm Water Coordinator		
	Department: Under Ground Utilities		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input 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:
BACKGROUND (Includes description, background, and justification)	<p>The Underground Utilities Division for the City is seeking to develop a comprehensive mapping system all the underground utilities that can operate in a cohesive GIS data base. Currently, we already have an established Storm Water Mapping system, but the City is in need of the same layers for Water, Waste Water, and Distribution.</p> <p>The overall project would be phased, but this portion is for a pilot project that will consist of roughly 20 downtown blocks. (North St. to Wood St., and Downing St. to Spring St.</p> <p>The pilot area will consist of all data points collected for all the underground utilities, and the end product will be a fully functional GIS map for that area. Once that is complete, the rest of the City will be phased out into sections for completion of the City wide GIS.</p> <p>The project limits are the corporation limits of the City Of Piqua.</p>		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$96,700	
	Expenditure \$:	\$96,700	
	Source of Funds:	Fund 411 – Storm Water (20%) Fund 403 –Water (40%) Fund 404 – Water Water (40%)	
	Narrative	The City desires to proceed with the Underground Utilities GIS mapping project in the stated Pilot Area. This project will allow the City to have a comprehensive real time mapping system for the utilities. This will also allow for utilization in development and other aspects for the City.	

		Please See Attached Proposal
OPTIONS (Include Deny /Approval Option)	1.	Approve the resolution to enter into an agreement with EMH&T for the purposed GIS Pilot Project.
	2.	Do not approve the resolution; therefore, do not complete the purposed GIS Pilot Project.
PROJECT TIMELINE	The Design and Engineering services should be completed by May 1 st 2017.	
STAFF RECOMMENDATION	Approve the resolution to allow the City to enter into a contract with EMH&T for the purposed GIS Pilot Project.	
ATTACHMENTS	Technical proposal for the GIS Pilot Project.	



Evans, Mechwarl, Hambleton & Tillon, Inc.
Engineers, Surveyors, Planners, Scientists

September 28, 2016

Mr. Devon Alexander
Stormwater Coordinator
City of Piqua
201 W. Water Street
Piqua, OH 45356

Subject: Underground Utility Systems Pilot Area Mapping / GIS

Dear Mr. Alexander,

At your request, EMH&T is pleased to submit this proposal for underground utility system GIS/mapping within the pilot area defined by the City and depicted in Exhibit 1. This proposal reflects an emphasis on developing accurate graphic and detailed non-graphic information which is critical. That can only be accomplished with extensive field data collection, especially given the situation of missing or conflicting office records for the older areas such as the area selected. This will prepare a product that is similar in detail and quality to your existing office records, but will be up-to-date, digital, and cover the water distribution, wastewater collection, and stormwater drainage systems. This will be an excellent foundation for your future work order and asset management goals. Our proposal contains nine (9) tasks summarized as follows:

- Task 1: Project Setup
- Task 2: Source Material Preparation
- Task 3: Field Data Collection
- Task 4: Stormwater Drainage System Layer Development
- Task 5: Wastewater Collection System Layer Development
- Task 6: Water Distribution System Layer Development
- Task 7: Deliverable Preparation
- Task 8: Deliverable Review
- Task 9: Implementation Planning

The remainder of this proposal presents our detailed approach and a description of the proposed deliverables.

SCOPE OF SERVICES

Task 1: Project Setup

Kickoff Meeting - After notice to proceed, a project initiation or "Kickoff" meeting will be held. This meeting will be conducted with key individuals from the City and EMH&T. This meeting will accomplish the following:

- Introduce project staff and define points of contact
- Review and finalize administrative procedures

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- Review project workflow and methodology
- Review and finalize reporting requirements
- Define project milestones and schedule

Project Definition - Establishing the full set of project details up-front is critical to the success of the project. This will lead to the development a procedure manual and geodatabase design. This reduces subjectivity as well as works to eliminate any vague areas of the scope and approach. The complete listing of features and attributes to be collected in the field, and how to load / collect those attributes will be covered in the Procedure Manual. Our geodatabase design will be based on ESRI's local government data model. Water distribution and stormwater drainage systems already have database structures created. These will be validated and incorporated. Some of the critical elements that the manual will address are listed below.

- Numbering for all structures/features to be included in the inventory.
- Source material hierarchy
- Field data collection procedures
- Attributes and other non-graphic/database information – source, collection, loading
- Hardcopy format and layout – including annotation

RMS Deployment - Existing office records are going to be key to finishing the pilot project completely and correctly. EMH&T will configure a Records Management System (RMS) application to allow for the storage and management of related records processed during the course of the pilot. This system will manage access to that source by linking to the final deliverables. This system will also be able to support the project during full-scale development.

PRF Deployment - As the layer development process progresses, it is likely that discrepancies or ambiguities in the records and observations will arise. EMH&T will configure our Problem Resolution Forum (PRF) tracking application and will document those cases to bring them to the attention of the City for clarification and, at times, field verification. Some of these issues will be procedural in nature while others will be related to specific situations. Resolving these situations is an investment by the City, but adds much value to the final system through improved procedures and documented decisions. This system will also be able to support the project during full-scale development.

Task 2: Source Material Preparation

GIS data collection - EMH&T and the City will collect and prepare GIS information such as waterways, parcels, aerial photography, etc. from Miami County Auditor and others. We will work with City staff to incorporate existing City GIS information and institutional knowledge, especially the stormwater drainage system. The water distribution system also has some limited data collected, mainly hydrants. This information will be used as the baseline and backdrop upon which the utility layers are created and presented.

Document / Drawing Scanning / Indexing - EMH&T and the City will identify and collect atlas sheets, plan drawings, tap cards, intersection maps, etc. which are relevant to the pilot area whether they be in

hardcopy or digital format. These will be scanned (if necessary), organized, indexed and loaded into the RMS for subsequent access and utilization.

Office Atlas Creation - EMH&T will use the compiled office records to create an office-based atlas of the existing utility layers. This office atlas will be key during Task 3 to guide the field visits and during layer development tasks by providing attribute information and by being linked to each related GIS feature. This office atlas will be submitted to the City as a deliverable.

Task 3: Field Data Collection

EMH&T will use the product from Task 2 and GPS-locate all known structures within the pilot area as defined in Exhibit 1. Field data collection will proceed as outlined in the procedure manual (created during Task 1) and will include both main line and customer service features. Known structures that are not found will be summarized for City action. During the course of our field activities, EMH&T will look for additional structures within the right of way and add those to the inventory.

Further, EMH&T's Infratechnologies Division will conduct manhole inspections for wastewater and stormwater manholes using a simplified inspection form as depicted in Exhibit 2. These inspections will include photos, depths, pipe sizes, and a basic condition assessment. Electronic copies of inspection reports will be provided to the City. The need for second-level investigative techniques such as CCTV and smoke testing will be noted and reported to the City for consideration to be performed by City forces or as additional services authorized to EMH&T. Manholes are assumed to be accessible to inspection equipment.

Task 4: Stormwater Drainage System Layer Development

EMH&T will utilize the information from Tasks 2 and 3 along with the specification prepared in Task 1, to create a final stormwater drainage system GIS layer and mapping. Each GIS feature will be linked with the associated scanned plan reference. The non-graphic information within the geodatabase will also be loaded using field-collected and other compiled information per the procedure manual. Where information is missing and not able to be assigned, placeholder values will be loaded. Source material conflicts and other exceptions will be logged as PRF issues for further consideration by the City. This may indicate the need for second-level investigative techniques such as CCTV and smoke testing. These will be noted and reported to the City for consideration as additional services.

Task 5: Wastewater Collection system Layer Development

EMH&T will utilize the information from Tasks 2 and 3 along with the specification prepared in Task 1, to create a final wastewater collection system GIS layer and mapping. Each GIS feature will be linked with the associated scanned plan reference. The non-graphic information within the geodatabase will also be loaded using field-collected and other compiled information per the procedure manual. Where information is missing and not able to be assigned, placeholder values will be loaded. Source material conflicts and other exceptions will be logged as PRF issues for further consideration by the City. This may indicate the need for second-level investigative techniques such as CCTV and smoke testing. These will be noted and reported to the City for consideration as additional services.

Task 6: Water Distribution system Layer Development

EMH&T will utilize the information from Tasks 2 and 3 along with the specification prepared in Task 1, to create a final water distribution system GIS layer and mapping. Each GIS feature will be linked with the associated scanned plan reference. The non-graphic information within the geodatabase will also be loaded using field-collected and other compiled information per the procedure manual. Where information is missing and not able to be assigned, placeholder values will be loaded. Source material conflicts and other exceptions will be logged for further consideration by the City.

Task 7: Deliverable Preparation

The deliverables from this project will be both accurate and flexible enough to support the long-term operations and related objectives. They will be prepared using the industry standard ESRI Geodatabase format which will be customized during Task 1 for the City of Piqua to include the desired graphic and non-graphic (attribute) information. Atlas sheets will be prepared as both hardcopy plots (1"=200' sheets) and PDF files to the specification set forth by the City. Manhole inspection reports will be prepared and delivered as PDF files.

EMH&T will also prepare a web GIS viewer to represent the features of the prepared utilities GIS in a digital product. Annotation will be developed to match desired quality and content and will be configured to display at the appropriate view scale. This web GIS viewer will be configured to be accessible through a web browser to act as a proof of concept, but will be limited in functionality. This web GIS example will be hosted by EMH&T and will be available for three (3) months after the submission of final deliverables to allow the City time to consider full-scale development.

Task 8: Deliverable Review

With the completion of Task 7, EMH&T and the City will conduct a deliverable review workshop to go over the prepared products and the process utilized to create them. This team review will give the City the context necessary to understand the strengths and limitations of the approach and allow them to be better positioned to perform the necessary acceptance testing. The team will also assess the existing data for the stormwater drainage system and the water distribution system against the developed pilot data.

The City will conduct some level of acceptance testing. This should be designed to check for completeness and correctness in terms of basic graphic checks as well as spot checks for a sampling of the deliverables. This will enhance the City's ownership and understanding as they prepare for full-scale development.

EMH&T will apply any necessary edits / fixes based on the City review. Special attention will be given to items that may be procedural in nature so that the procedure manual can be updated and those types of problems can be fixed during future development efforts. Affected deliverables will be re-created and re-submitted to the City.

Task 9 - Implementation Planning

EMH&T will use the results of the pilot to develop a full-scale implementation plan. This will be presented as a phased implementation using input from the City to establish the overall timeframe and priorities. It will include all associated costs such as services, hardware, software, staffing, training, etc.

Once completed and submitted, a plan review session will take place to go over the plan in detail and modify it based on discussion. The final implementation plan will then be prepared and submitted to help guide full-scale development.

Deliverables

- Geodatabase design
- Procedure Manual (DRAFT then FINAL)
- RMS application loaded with collected source material
- PRF application loaded with pilot findings
- Office Atlas
- Atlas sheets (hardcopy and PDF)
- Manhole Inspection reports (PDF)
- Web GIS Viewer application
- Implementation plan (DRAFT then FINAL)

Assumptions

- Pilot area extent is represented in Exhibit 1, attached
- Pilot area encompasses approximately 56 acres and 266 parcels
- Up to 700 structures for GPS locates
- GPS quality will be sub-foot accuracy
- Up to 200 manholes (stormwater and wastewater) for inspection
- Manhole inspection details will be as indicated in Exhibit 2, attached
- Up to 5 miles of main for each system
- Atlas plot sets will include two (2) large format 24x36 and two (2) small format (reduced to 11x17) for each system

FEE

Services will be provided as per the fee schedule provided below. Fees for the work described within the Scope of Services, shall not exceed \$96,700 (Ninety-Six Thousand Seven Hundred Dollars and no cents) without prior authorization from the City. Invoices will be submitted monthly, based on the progress of the work and are payable on receipt.

Description	Fee
Task 1: Project Setup	\$15,000
Task 2: Source Material Preparation	\$11,300
Task 3: Field Data Collection	\$23,600
Task 4: Stormwater Drainage System Layer Development	\$7,500
Task 5: Wastewater Collection System Layer Development	\$9,000
Task 6: Water Distribution System Layer Development	\$7,100
Task 7: Deliverable Preparation	\$14,700
Task 8: Deliverable Review	\$2,000
Task 9: Implementation Planning	\$1,500
Expense: Per Diem	\$4,000
Expense: Reimbursable (prints, mileage, phone, supplies, etc.)	\$1,000
TOTAL	\$96,700

If-Authorized Services: Fees, Notes and Assumptions

Field Services	Qty	Unit	Rate / Unit
Smoke Testing (2 Person Crew)	1	Hour	\$120.00
Manhole Inspections (1 Person Crew)	1	Each	\$80.00
CCTV (2 Person Crew)	1	Hour	\$165.00
Per Diem per Person	1	Each	\$156.00

CCTV: The unit rate includes CCTV inspection only no cleaning. We have included an hourly rate and this rate is charged from port-to-port. The following conditions need to be satisfied for this cost proposal:

- This cost includes CCTV inspection of the lines and PACP coding
- By-pass pumping has not been included in this proposal
- Manholes assumed to be accessible to inspection equipment
- Manhole lids assumed not to be welded shut and no restrictions to man-entry
- Costs for maintenance of traffic have been included for standard set-ups. If the City requires additional maintenance of traffic (beyond cones and truck flashers) additional cost will be provided for approval by the client
- Two copies of CCTV logs and DVDs will be provided to the Client

Smoke Testing:

- City of Piqua will provide sections of the City that require smoke testing
- EMH&T will collect information of the defects found during smoke testing. The crews will collect a general GPS location, photos and description of the defects found
- Hourly rate is charged from port-to-port

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Scanning Services	Qty	Unit	Rate / Unit
Large format drawing / plan (> 11 x 17)	1	Each	\$3.00
Small format document / sheet (<= 11 x 17)	1	Each	\$0.50

Scanning services include scanning, organization into sets and indexing. Indexing includes up to three (3) searchable attributes other than document name and sheet number. Expenses are included in the cost and it assumes on-site scanning with EMH&T equipment for the entire archive of at least 3,500 large-format drawings.

We are prepared to begin the work identified in this proposal immediately upon receipt of Notice to Proceed. Upon authorization, EMH&T will submit a project work plan and schedule. If you should have any questions or require additional information, please do not hesitate to call me at (614) 775-4280.

Respectfully submitted,
EVANS, MECHWART, HAMBLETON & TILTON, INC.



Derek M. Mair, MISM
Director of Geospatial Solutions

Acceptance and Authorization to Proceed

Authorized Signature

Print Name and Date

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CITY OF PIQUA, MIAMI COUNTY, OHIO

City of Piqua
Pilot Area
Exhibit 1

SCALE: 1" = 300'

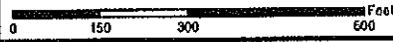


Exhibit 2

Sample Manhole Inspection Form

MANHOLE INSPECTION DATA AND LOCATION	
Inspector	M_Scott
Survey Date	8/7/2014
Weather	Dry
Access Type	Manhole
Surface	Asphalt
Purpose	Routine Assessment
<input type="checkbox"/> Drop Manhole	

COVER	
Cover Shape	Circular
Cover Size	22
Cover Width	0
Cover Material	Cast Iron
Cover Type	Solid
Cover Fit	GOOD
Cover Condition	GOOD

FRAME/RISER	
<input type="checkbox"/> Grade Ring Present	
Frame Material	Cast Iron
Frame Offset	3
Frame Condition	CHIP, CORR, PITTED
Adjustment Ring	0
Ring Material	Cast Iron
Settlement	1
<input type="checkbox"/> Poor Seal <input type="checkbox"/> Cracked Seal <input type="checkbox"/> Loose Seal	

WALL/STEPS	
Wall Diameter	48
Wall Material	Precast Concrete
Wall Lining	
Wall Condition	SOUND
Step Number	5
Step Material	Plastic
Steps Condition	Good (new)

BENCH/CHANNEL	
<input type="checkbox"/> Channel Present <input checked="" type="checkbox"/> Bench Present	
Bench Material	Formed Concrete
Bench Lining	None
Bench Condition	SOUND
Channel Material	Concrete
Channel Type	Formed Concrete
Channel Exposure	Fully Open
Channel Condition	SOUND

INFLOW AND INFILTRATION EVIDENCE	
Cover	
Seal	
Chimney	
Cone	
Wall	
Bench	
Channel	

SUMMARY/RECOMMENDATIONS

Debris Medium

Evidence of Surcharge

Replace Frame/Cover

Replace Steps

Rehab Cone/Wall

Rehab Bench/Channel

Cleaning Required

Replace Seal/Rehab Chimney

PHOTO 1

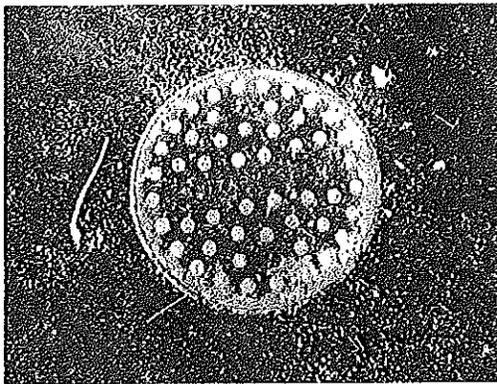


PHOTO 2

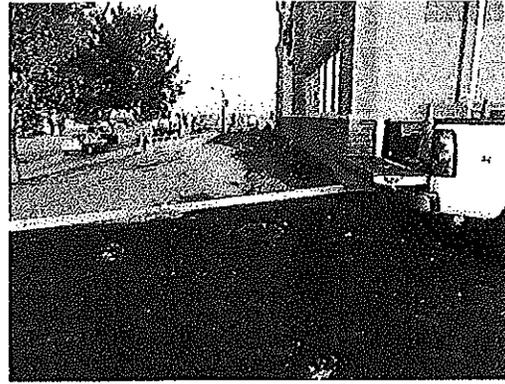


PHOTO 3

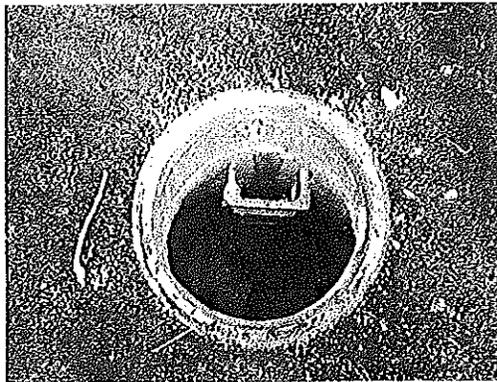
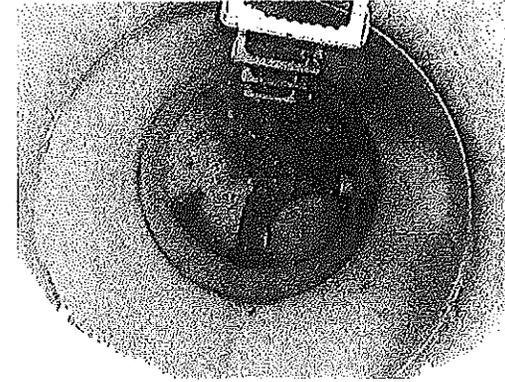


PHOTO 4



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 EMH&T ("Contractor") for the services as agreed to herein.

WHEREAS, The City of Piqua acknowledges there is a need for the development of a comprehensive Underground Utilities GIS database for the city; and

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

SEC. 1: A purchase order is hereby authorized to contract with EMH&T for the development of the Underground Utilities GIS Pilot Project.

SEC. 2: The Finance Director certifies the funds are available and is hereby authorized to draw her warrants from time to time on the appropriate account of the city treasury in payment according to contract terms, not exceeding a total of \$96,700;

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

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 EMH&T, which is the provided of the services contracted for by way of this Agreement.

II. SCOPE OF SERVICES

1. To develop a GIS data base layer for the GIS Pilot area, this portion for the pilot project that will consist of roughly 20 downtown blocks. (North St. to Wood St., and Downing St. to Spring St. The layers developed will consist of Storm Water, Water, Waste Water, and other distribution features per the proposal.

III. COMPENSATION

1. Payment for services will be completed upon completion of the GIS Pilot Project, per the submitted bid.

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

8. 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:
Devon Alexander
Storm Water Department
201 West Water Street
Piqua, Ohio 45356

Contractor: Sandra C. Doyle-Ahren,
Name: Sandra C. Doyle-Ahren
Title: President EMH&T
Street Address: 5500 New Albany Rd.
City, State: Columbus, Ohio 43054

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. Term:

The term of this Agreement shall be completed no later than May 1st, 2017, beginning from the date of execution of this Agreement. Said term is non-renewing.

15. 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.

16. Waiver:

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

17. 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.

18. 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.

19. Warranty:

Services provided by Contractor under this Agreement shall be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession in the region where the services are to be performed, practicing under similar circumstances at the time of performance.

V. SIGNATURE

The parties enter into this Agreement this ____ day of _____, 2015, as executed and witnessed in accordance with the below signatures.

CITY OF PIQUA

CONTRACTOR

By:

By:

City Manager

Witness:

Title:

Title:

Witness:

Approved as to form:

Stacy M. Wall, Law Director

RESOLUTION NO. R-123-16

A RESOLUTION AUTHORIZING THE TRANSFER AND CONVEYANCE OF MIAMI AND ERIE CANAL LANDS TO THE CITY OF PIQUA

WHEREAS, the State of Ohio desires to transfer and convey to the City any portion of the Miami and Erie Canal lands located in the City of Piqua, and Miami County, starting at Canal Station 7743 + 67 and ending at Canal Station 8026 + 22; and

WHEREAS, the City of Piqua desires to support and promote public use of the canal lands, and the reasonable transfer and conveyance of canal lands to private interests when appropriate; and,

WHEREAS, the City of Piqua Master Canal Lease with the State of Ohio is set to expire in 2025 and includes provisions that hinder the sale of property and economic growth and development; and,

WHEREAS, obtaining ownership interest in the subject canal lands will enable the City of Piqua to better facilitate local public and private interests; and,

WHEREAS, the Agreement to Transfer Canal Lands, included herewith, defines the terms and conditions under which the State of Ohio will transfer and convey, and the City of Piqua will accept, the subject canal lands.

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

SECTION 1. The Master Canal Lease entered into March 30, 1926, with the State of Ohio presents a hindrance to the sale of property and economic growth and development, and the Master Canal Lease, included herewith as Exhibit A, shall be terminated upon the transfer and conveyance of the subject canal lands to the City of Piqua.

SECTION 2. The Agreement to Transfer Canal Lands, included herewith as Exhibit B, defines the terms and conditions under which the State of Ohio will transfer and convey, and the City of Piqua will accept, the subject canal lands, and the City Manager is hereby authorized to execute the subject Agreement.

SECTION 3. A certified copy of this Resolution shall be sent to the Ohio Department of Natural Resources.

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

KATHRYN B. HINDS, MAYOR

PASSED: _____

ATTEST: _____

REBECCA J. COOL
CITY COMMISSION CLERK



Commission Agenda Staff Report

Item # 7

MEETING DATE	November 1, 2016		
REPORT TITLE	A RESOLUTION AUTHORIZING THE TRANSFER AND CONVEYANCE OF MIAMI AND ERIE CANAL LANDS TO THE CITY OF PIQUA		
SUBMITTED BY	Chris Schmiesing, City Planner		
	Development Department		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input 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 checked="" type="checkbox"/> Planning Commission
BACKGROUND	<p>The Master Canal Lease granted to the City of Piqua in 1926 by the State of Ohio allows the City to sublease those portions of the canal lands not occupied by public uses and encroached upon by private use interests. As a result of the numerous encroachments along the canal lands the City manages and maintains many sublease records. However, sellers of property affected by canal subleases sometimes fail to recognize the canal sublease in their transactions and as a result the canal sublease interest is never properly conveyed to the buyer. This results in invalid subleases. In addition, the Master Canal Lease provisions do not adequately respond to modern rules and regulations pertaining to the selling and purchasing of real property. This results in the seller having to work through onerous proceedings before they can effectively transfer and convey their property interest.</p> <p>City and ODNR staff has drafted the terms and conditions for an agreement that if authorized, will replace the Master Canal Lease and remedy the concerns presented. The terms of the agreement include transferring the ownership of the canal lands from the State of Ohio to the City of Piqua. Doing so will allow the City to directly control those portions of the canal relevant to public interests; sell off those portions of the canal lands no longer representing a public interest; and, eventually eliminate the need to maintain and manage canal sublease agreements.</p> <p>The Planning Commission discussed the proposed agreement terms and conditions at their October 11, 2016 meeting and expressed support for moving forward with the agreement and taking possession of the subject canal lands.</p>		
	Budgeted \$:	0	

	Expenditure \$:	0
	Source of Funds:	Development Department; Planning
	Narrative:	Approving the resolution will allow for the City Manager to execute an agreement with the State of Ohio to transfer and convey a portion of the Miami & Erie Canal lands to the City of Piqua.
OPTIONS	1.	Adopt the resolution to authorize the contract for professional services.
	2.	Defeat the resolution to reject acceptance of the canal lands.
PROJECT TIMELINE	November 1, 2016 – City Commission 2017 – Receive ownership interests in canal lands	
STAFF RECOMMENDATION	Approve the proposed resolution.	
ATTACHMENTS	Copy of proposed agreement	

County: Miami

AGREEMENT TO TRANSFER CANAL LANDS

This AGREEMENT, made and entered into pursuant to R.C. 1501.01, 1520.02, and 1541.01, by and between the State of Ohio, Department of Natural Resources, the Grantor, whose mailing address is 2045 Morse Road, Building E-2, Columbus, Ohio 43229, and the City of Piqua, whose mailing address is 201 W. Water Street, Piqua, OH 45356, hereinafter individually and collectively referred to as the Grantee.

WITNESSETH, THAT IN CONSIDERATION of the mutual benefits conferred and the mutual promises of the parties herein contained, the Grantor agrees to transfer and convey, and the Grantee agrees to accept, upon and under the provisions, terms, and conditions herein expressed, the following described premises:

Being any portion of the abandoned Miami and Erie Canal lands, that is still under the ownership of the State of Ohio, in the City of Piqua, and Miami County, starting at Canal Station 7743 + 67 and ending at Canal Station 8026 + 22,:

Further reference is made to Miami and Erie Canal Plat Nos. 170 - 175, being a plat of a part of the H.E Whitlock Survey of the Miami and Erie Canal Lands on file in the office of the Ohio Department of Natural Resources, Division of Real Estate and Land Management at Columbus, Ohio.

The Grantee fully understands and agrees that the Grantor, at its sole discretion, may consider this Agreement null and void, with all obligations thereunder ceasing, in the event that the Grantee fails to execute and return this Agreement to the Grantor within forty-five (45) days of the Grantee's receipt of this Agreement.

The Grantee fully understands and agrees that the above referenced corridor shall be used for public recreational purposes. Those portions/parcels of the canal corridor that can't be used for public recreational purposes (due to former sales, loss of connectivity, zoning, and non-conforming usage), the Grantee shall be allowed to sell said parcels. The Grantee will be responsible for selling

the canal parcels according to all State and Local laws and guidelines. Once the sale is completed the State of Ohio shall receive one-third of the gross proceeds of the sale. The proceeds from the sale shall be sent to the address listed below, within forty five days of the sale being completed.

**Ohio Department of Natural Resources
Office of Real Estate – Canal Section
2045 Morse Road, Bldg – E
Columbus OH 43229**

Upon receipt of the executed instrument according to the terms of this Agreement, the Grantor further agrees to convey said land to the Grantee by a properly executed Governor's Deed of Quit Claim. Said deed shall be delivered or mailed by the Auditor of State's Land Office.

The Grantee shall not be liable for the payment of any taxes before the date of transfer of the above-described premises. However, the Grantee shall be responsible for any transfer fees, and the like, as a result of the transfer, and shall save and hold the Grantor harmless for the same. The Grantee shall notify the County Auditor of this transfer as soon as practical after the date of receipt of deed.

Grantee, by signature on this document, certifies that Grantee: (1) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (2) will take no action inconsistent with those laws. The Grantee, understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

Obligations of the Grantor are subject to the provisions of Section 126.07 of the Ohio Revised Code.

County: Miami

This Agreement states the entire agreement between the parties and supersedes and replaces all oral and written representations, bids, agreements, memoranda and correspondence between, by or for the parties relating to the premises, and shall be construed in accordance with and governed by the laws of Ohio. No amendment or modification of this Agreement shall be binding unless made by written instrument of equal formality signed by both Grantor and Grantee. Waiver by either party of performance by the other party of any of the provisions of the Agreement shall not be construed as a waiver of any further right to insist upon full performance of the terms hereof.

This Agreement shall not be assignable by the Grantee without prior written consent of the Grantor.

IN TESTIMONY WHEREOF, the parties have hereunto set their hands this _____ day of _____, 2016.

GRANTEE: City of Piqua

BY: _____

STATE OF OHIO

COUNTY OF _____

Before me, a notary public in and for said County and State, personally appeared the above named _____ representing the City of Piqua, who acknowledged that he/she did sign the foregoing instrument, and that the same is their free act and deed.

In Testimony whereof, I have hereunto set my hand and official seal at _____, Ohio, this _____ day of _____, 2016.

Notary

My Commission Expires: _____

County: Miami

GRANTOR

JAMES ZEHRINGER, Director
Ohio Department of Natural Resources

STATE OF OHIO
COUNTY OF _____

Before me, a notary public in and for said County and State, personally appeared the above named _____, _____, Ohio Department of Natural Resources, who acknowledges that he did sign the foregoing instrument, and that the same is his free act and deed.

In Testimony whereof, I have hereunto set my hand and official seal at _____, Ohio, this ____ day of _____, 2016.

Notary

My Commission Expires: _____

APPROVED:

PAUL BALDRIDGE, Chief
Office of Real Estate

MIKE DeWINE
Ohio Attorney General

DATE

DATE

This instrument prepared by: Gerald E. Dailey, Assistant Attorney General
sales/blankAgr

CANAL LAND LEASE

THIS INDENTURE OF LEASE, made and entered into this 30th day of March 1926, at the city of Columbus, in Franklin County, Ohio by and between the State of Ohio, through its Department of Highways and Public Works and Superintendent of Public Works, as Director of such department, and duly approved by the Governor and Attorney-General, all officers of the State of Ohio, acting for and on behalf of said State, party of the first part, and THE CITY OF PIQUA, Piqua, Ohio, party of the second part; witnesseth:

WHEREAS, The Department of Highways and Public Works by its Director of Highways and Public Works and Superintendent of Public Works has found that the lands hereinafter described are the property of the State of Ohio; and that said land is not under an existing lease, except as hereinafter noted, and that no portion of the same has been set aside for hydraulic purposes; and

WHEREAS, In the opinion of said Director of Highways and Public Works and Superintendent of Public Works, the use of said lands, if leased for the purposes herein stated, will not materially injure or interfere with the maintenance and navigation of any of the canals of this State; and

WHEREAS, The part of the second part has applied to the party of the first part for a lease of the abandoned Miami and Erie Canal lands hereinafter described, in accordance with the terms of the act, found in Vol. 111, Ohio Laws, Page 208, for Railroad Right-of-way, Parking, Street and General Business purposes; and

WHEREAS, The party of the first part, on the 11th day of March, 1926 having considered such application of said second party, duly resolved to lease such lands, for the term of Ninety-nine (99) years, renewable forever, upon the terms, conditions, restrictions and limitations hereinafter set forth; therefore,

The party of the first part hereby leases to the party of the second part, its successors and assigns, the abandoned Miami and Erie Canal lands herein described, together with the right and privilege to said second party, its successors or assigns to occupy and use said lands for Railroad Right-of-Way, Parking, Street

and General Business purposes, for the term of ninety-nine (99) years, renewable forever, under the conditions and restrictions herein provided, to-wit:

Permission to occupy and use for Railroad Right-of-Way, Parking, Street and General Business purposes, that portion of the abandoned Miami and Erie Canal property including the full width of the bed and embankments thereof, located in the City of Piqua, Miami County, Ohio, described as follows:

Beginning at the north corporation line of said city, at or near Station 7779 + 70.4 and extending thence southerly with the lines of said canal property to the south corporation line of said city at or near Station 7911 + 90.

For a more definite description of the above described property, reference is hereby made to plats Nos. 172, 173, and 174, S. A. Buchanan's survey of said canal property, made under the direction of the State Board of Public Works in 1911; said plats being on file at the office of Public Works at Columbus, Ohio.

THIS LEASE IS GRANTED SUBJECT TO THE FOLLOWING CONDITIONS & RESTRICTIONS -

1. This lease is granted with the understanding that it may be cancelled by the Superintendent of Public Works on six (6) months' notice at such time as the State of Ohio or the Federal Government or both, shall require the above described property for canal purposes, as provided in Section 13, of House Bill #162, passed by the 86th General Assembly of Ohio abandoning said lands for canal purposes.

(O.L. 111, P. 208)

2. This lease is granted with the further understanding that the said lands herein leased, shall be subject to a re-appraisalment at the end of each fifteen-year period of this lease, by proper state officials, as provided by House Bill No. 162, passed by the 86th General Assembly of Ohio, abandoning a part of the Miami and Erie Canal for canal purposes.

3. This lease is granted with the further understanding that all existing leases, as shown by the records of the Department of Public Works and as noted in the appraisalment of said lands made by the Board of Appraisers duly appointed

by the Governor of the State of Ohio, may be assigned to said City of Piqua, and thereafter said city is hereby authorized to collect, for its own use, all rentals accruing on said assigned leases from and after the first day of May, 1926.

4. The party of the first part hereto, hereby grants to the said party of the second part, the right to make sub-leases for all or any part of the abandoned canal property herein leased, for any term that does not extend beyond the period of ninety-nine (99) years, for which this lease is granted, but such sub-leases shall, before becoming effective, be approved by the Director of Highways and Superintendent of Public Works, or other state officer discharging the duties of the Superintendent of Public Works at the date of the granting of such sub-leases.

5. Such sub-leases shall be approved in triplicate; one copy of which shall be retained in the files of the Department of Public Works; a second copy shall be placed in the official files of the City of Piqua, while the third copy shall be turned over to the sub-lessee for his personal use.

6. The party of the second part hereto, prior to disposing of or using any portion of the abandoned canal lands herein leased, and not later than six months from date of the approval of the lease by the Governor, shall cause the same to be recorded in the proper volume of the Miami County Lease Records, and when so recorded, said second party shall furnish the Director of Highways, and Public Works with a memorandum showing the page and volume of said Lease Record in which said lease is recorded, with the date thereof; and likewise the sub-leases of any portion of the abandoned canal lands embraced in this lease, shall, within ninety (90) days after the approval of a sub-lease by the Superintendent of Public Works, cause the same to be recorded in a proper record of the Miami County Lease Records, and when so recorded, such sub-leases, shall within thirty (30) days after the recording thereof, furnish the Director of Highways and Superintendent of Public Works, and likewise the proper officials of the City of Piqua, a memorandum showing the volume and page of the Lease Record in which the same has been recorded.

7. All transfers of sub-leases shall be approved by the Director of Highways and Superintendent of Public Works, or his successor having charge of the State Public Works, before the same shall become effective.

8. If for any reasons the City of Piqua refuses or neglects to pay the annual rental herein stipulated as the same becomes due, the Party of the First Part by its proper officer, may cancel this lease after sixty (60) days' notice, but all leases heretofore granted by the State of Ohio, and likewise all sub-leases granted by the City of Piqua, and duly approved by the Superintendent of Public Works, shall continue in full force and effect, subject, however, to all the terms and conditions of this lease, and the party of the first part, by its Superintendent of Public Works or his authorized agent, may without demand or notice to said second party, enter upon and take immediate possession of the portion of said canal property that is not in the actual possession of lessees of the State and which were granted prior to the date of the approval of this lease by the Governor, or that may have been included in sub-leases granted by the said City of Piqua, subsequent to the granting of this lease.

9. In case of such cancellation of this lease for non-payment of the rental, all existing leases in good standing for portions of the abandoned Miami and Erie Canal herein leased that were assigned to the said City of Piqua by the party of the first part hereto, and likewise all sub-leases granted by the said city of Piqua, subsequent to the execution of this lease, and duly approved by the Superintendent of Public Works, shall immediately become and be the property of the State of Ohio, with the right to collect the annual rentals thereon, as the same become due.

10. It is mutually agreed between the respective parties hereto, that this lease is granted subject to all the requirements, restrictions, conditions and limitation of the act heretofore referred to and which are made a part hereof, and said party of the second part hereto, for itself, its successors and assigns, hereby accepts this lease, subject to the terms of said act, the same as if the text thereof were incorporated herein.

11. It is agreed that the party of the first part by its authorized agents, may,

at any time, when necessary, enter upon said lands for the purpose of making such changes and improvements as the Director of Highways and Public Works and Superintendent of Public Works may deem necessary.

12. The party of the second part shall keep removed from the adjacent lands of the state not subject to this lease, any and all earth, cinders, coal, timbers and other material which may be deposited thereon by reason of the use of lands leased herein by said party of the second part, and the party of the first part may, at any time, remove such material at the expense of said party of the second part.

13. The party of the second part for itself, its successors or assigns, hereby agrees to keep the premises herein leased, clean and sanitary, and free from weeds, vines and debris of all kinds, and upon its failure to do so, the Director of Highways and Public Works and Superintendent of Public Works may have the necessary work performed at the expense of said party of the second part.

14. This lease is hereby expressly made subject to all prior leases and grants heretofore made for any portion of the lands, rights or privileges embraced in this lease, and subject to the renewal of such leases and grants during the entire term of this lease.

15. The party of the second part for itself, its successors and assigns, agrees to perpetuate all the State survey markers located on the canal property herein leased and agrees further not to fill up any drains or ditches in the bed of the canal, or in any manner obstruct the flow of water through the same, without first making ample provision for caring for the natural drainage flowing in the bed of said canal.

16. If the party of the second part shall do, or permit to be done, any act or thing herein prohibited, or shall in any respect violate the terms of this agreement, then, and in either case, all the rights and privileges derivable to said second party from this agreement shall, at the option of the party of the first part, cease and determine, and said second party shall be liable for any and all damages consequent upon such violation of this agreement.

17. It is distinctly understood and agreed that the party of the second part, its successors or assigns, shall not permit the same to be used for immoral purposes

nor allow to be sold on the premises hereby leased, any spirituous or intoxicating drinks under penalty of a forfeiture of this lease. It is further understood and agreed, that if any installment of rent agreed to be paid under this lease shall not be paid at the time the same shall fall due, or within ten (10) days thereafter, whether a demand therefor shall, or shall not be made, then this lease shall, at the option of the party of the first part hereto, become and be null and void as against the State of Ohio, and the lessee so in default, its successors or assigns, or any party in possession of the premises leased, shall yield possession of the same to the said party of the first part or its authorized agent; and the said party of the first part or its authorized agent, in case of default of the payment of rent as aforesaid, may at any time, without any demand or notice whatever given the lessee, its successors or assigns, or the party in possession of the premises, enter upon and take possession of the premises herein leased on behalf of the State.

18. It is also further agreed and understood that if said second party fails to comply with any of the conditions of this lease, as herein set forth, then this lease shall, at option of the said party of the first part hereto, become null and void, as to the party of the second part, and it is expressly agreed and understood that the receipt of rental after any act of forfeiture hereof by the party of the second part hereto, shall not be held to be a waiver by the party of the first part of its right to declare such forfeiture and cancel this lease, after the rental so taken has been earned under the terms of this lease, and the party of the first part may enter upon and take possession without notice or other legal process.

19. It is further distinctly understood and agreed that this lease shall not be assigned, transferred or sub-let without the written consent of the party of the first part hereto.

20. In addition to the unoccupied portions of said abandoned Miami and Erie Canal lands embraced in this lease, and likewise any of said lands that are not under an existing lease, but which are occupied without authority of law, the Director of Highways and Superintendent of Public Works of the State of Ohio, as the party of the first part hereto, hereby assigns and transfers to the said City of Fiqua, Ohio, party of the second part, in accordance with the provisions of Section 10 of the act herein above referred to, subject, however, to the approval of the Governor and

Attorney-General of the State of Ohio, the following canal land leases, now in force, for portions of said abandoned Miami and Erie Canal lands within the limits of said City of Piqua, as follows:

SCHEDULE OF LEASES TRANSFERRED

NAMES OF LESSEES	Date of Lease	Term of Lease	Expiration of Lease	Valuation	Annual Rental
J. O. and Mary Bobbs Transferred to Mary B. Bobbs February 25, 1926.	3/26/24	15 years	3/26/1939	\$8333.33	\$500.00
C. D. Fox	4/28/14	15 years	11/1/1928	\$500.00	\$ 30.00
Hemm Bros.	4/19/20	15 years	4/19/1935	\$1083.34	\$ 65.00
Hemm Bros.	12/5/25	15 years	12/5/1940	\$1000.00	\$ 60.00
Hemm Bros.	12/5/25	15 years	12/5/1940	\$ 500.00	\$ 30.00
Division of Highways	"Permit"	15 years	Indefinite	No Valuation	No Rental
Frank and Fred Lange	12/5/25	15 years	12/5/1940	\$ 500.00	\$ 30.00
G. and A. Lange	12/5/25	15 years	12/5/1940	\$ 400.00	\$ 24.00
Ethel McDonald	12/5/25	15 years	12/5/1940	\$2000.00	\$120.00
Piqua Board of Education	4/27/25	15 years	4/27/1940	\$ 400.00	\$ 24.00
Piqua Motor Sales Co.	5/17/24	15 years	5/17/1939	\$1600.00	\$ 96.00
Frank C. Plock	2/26/20	15 years	11/1/1934	\$ 300.00	\$ 18.00
Piqua Milling Company	12/5/25	15 years	12/5/1940	\$ 400.00	\$ 24.00
Piqua Milling Company	2/18/26	15 years	2/18/1941	\$5000.00	\$300.00
Wm. C. Reed	12/12/24	15 years	12/12/1939	\$ 500.00	\$ 30.00
H. C. Richardson	3/29/26	15 years	3/29/1941	\$ 500.00	\$ 30.00
Ray Small	6/25/20	15 years	6/25/1935	\$ 900.00	\$ 54.00
H. E. Sims	9/16/24	15 years	9/16/1939	\$6000.00	\$360.00
Sherer-Bell Company	4/1/24	15 years	4/1/1939	\$8000.00	\$480.00
E. A. Todd	12/12/24	15 years	12/12/1939	\$2400.00	\$144.00
Dayton Power & Light Co.	12/19/18	15 years	12/19/1933	\$ 400.00	\$ 24.00
Dayton Power & Light Co.	"Permit"			\$ 100.00	\$ 6.00
TOTAL				\$40816.67	\$2449.00

(Text Continued on Page 8)

21. The Governor and Attorney-General of the State of Ohio, hereby jointly authorize the Director of Highways and Superintendent of Public Works of said State, to note on the original and triplicate copies of each of the leases, as listed above, and now on file in the Division of Public Works, at Columbus, Ohio, an official assignment, transferring said leaseholds to the said City of Piqua, after this lease has been officially executed on behalf of said City, as herein provided, and thereafter duly approved by said Governor and Attorney-General, and said Director and Superintendent is hereby authorized to deliver to said City of Piqua, the original copy of each of said leases, for its use, and to retain the triplicate copies thereof in the files of the Division of Public Works, at Columbus, Ohio.

22. This lease shall be in full force and effect when the same has been duly executed by the Mayor of said City of Piqua, in accordance with the terms of an ordinance, duly passed by the Council of said City, accepting the terms hereof, and authorizing said Mayor to sign the name of said City of Piqua hereto in his official capacity as Mayor thereof, and after the same has been duly approved by the Governor and Attorney-General of the State of Ohio, as required by the terms of the act herein referred to.

23. As a consideration for the rights and privileges herein granted, the said party of the second part hereto, for itself, its successors and assigns, hereby agrees to pay to the said party of the first part, an annual rental of Two Thousand and Ten and 66/100 (\$2010.66) Dollars, payable in semi-annual installments of One Thousand and Five and 33/100 (\$1005.33) Dollars, in advance, on the first day of May and November of each and every year during the first fifteen year period of this lease, and thereafter, during the continuance of this lease, to pay to said party of the first part an annual rental equal to four (4%) percent of the re-appraised value of the canal property herein leased, for each of the respective fifteen year periods herein arranged, the first payment of rental herein stipulated to be computed from the 1st day of May, 1926, to the 31st Day

of October, 1926.

This lease executed in triplicate.

Witnesses as to signatures of
the Party of the First Part:

R. Hilda (Signed)

D. M. Stoer (Signed)

Witnesses as to signatures of
the Party of the Second Part:

C. B. Upton (Signed)

D. S. Lindsey (Signed)

Approved March 30, 1926

Vic Donahey (Signed)
Governor

Approved March 26, 1926

By Wm. G. Crozier, Mayor (Signed)

PARTY OF THE SECOND PART.

C. C. Crabbe (Signed)
Attorney-General

STATE OF OHIO

Department of Highways and Public Works,

By G. F. Schlesinger (Signed)
Director of Highways and Public Works
and
Superintendent of Public Works

PARTY OF THE FIRST PART.

THE CITY OF FIQUA, OHIO,

RESOLUTION NO. R-124-16

A RESOLUTION AUTHORIZING PURCHASE ORDERS TO CHEMICAL SERVICES INC., GREER LIME COMPANY, AIR PRODUCTS AND CHEMICALS, INC., KEMIRA WATER SOLUTIONS, INC., STERLING WATER TECHNOLOGIES, LLC, UNIVAR USA INC., AND THE CITY OF DAYTON FOR THE 2017 PURCHASE OF VARIOUS WATER TREATMENT CHEMICALS

WHEREAS, the Water Treatment Plant requires the purchase of various water treatment chemicals for the water treatment process; and

WHEREAS, after solicitation of bids, 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: Purchase orders are hereby authorized to:

<u>Company</u>	<u>Product</u>
Chemical Services Inc.	Soda ash at \$.219 per lb.
Chemical Services Inc.	Ferric sulfate at \$.408 per lb.
Kemira Water Solutions, Inc.	Liquid Ferric sulfate at \$1.21 per gal.
Sterling Water Technologies LLC	Sodium Hexametaphosphate at \$.8896 per lb.
Chemical Services Inc.	Activated Carbon at \$.69 per lb.
Univar USA Inc.	Sodium Permanganate at \$8.31 per gal.
Greer Lime Company	Quicklime at \$141.20 per ton
The City of Dayton	Quicklime at \$120 per ton
Chemical Services Inc.	Sodium Hypochlorite \$.769 per gal.
Univar USA Inc.	Hydrofluosilicic Acid \$2.329 per gal.
Air Products and Chemicals, Inc.	Liquid Carbon Dioxide \$.0395 per lb.

SEC. 2: The Finance Director certifies funds are available and is hereby authorized to draw her warrant on the appropriate account of the city treasury in payment for said services rendered.

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

MEETING DATE	Tuesday, November 1, 2016		
REPORT TITLE	A RESOLUTION AUTHORIZING PURCHASE ORDERS TO CHEMICAL SERVICES INC., GREER LIME COMPANY, AIR PRODUCTS AND CHEMICALS, INC., KEMIRA WATER SOLUTIONS, INC., STERLING WATER TECHNOLOGIES, LLC, UNIVAR USA INC., AND THE CITY OF DAYTON FOR THE 2017 PURCHASE OF VARIOUS WATER TREATMENT CHEMICALS		
SUBMITTED BY	Name & Title: Don Freisthler, Water Plant Superintendent		
	Department: Water Department		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> Department Director		<input type="checkbox"/> Other:
BACKGROUND	<p>Bids were taken on October 12, 2016 and 17 bids in total were received for the purchase of sodium hexametaphosphate, sodium permanganate, sodium hypochlorite, hydrofluosilicic acid, liquid carbon dioxide, activated carbon, potassium permanganate, ferric sulfate, liquid ferric sulfate, soda ash and quicklime. The best and lowest bids are being recommended for award with the bid tabulation attached for your reference.</p> <p>We will purchase as much Quicklime as possible from the City of Dayton because they will charge us a lower price. However, they do not always have the supply available when we need it which is why we like to have a secondary company approved in case we need it.</p> <p>For the purposes of the bid, the chemicals needed for the new water plant have been estimated by the project engineers.</p>		
BUDGETING AND FINANCIAL IMPACT	Budgeted \$:	In total \$369,713 is budgeted for 2017	
	Source of Funds:	403-305-641-7151, 403-305-641-7155, 403-305-641-7157, 403-305-641-7159, 403-305-641-7161, 403-305-641-7163, 403-305-641-7164, 403-305-641-7154, 403-305-614-7156, 403-305-641-7158, 403-305-641-7165	

	Narrative:	Each chemical has its own budget line item.
OPTIONS	1.	Approve Resolution authorizing the purchase of water treatment chemicals for 2017.
	2.	Do not approve the Resolution and risk the safety of the drinking water supply for the citizens of Piqua.
PROJECT TIMELINE	These purchases would not occur until 2017, but they do continue throughout the entire year as needed.	
STAFF RECOMMENDATION	We budget for these chemicals each year as a necessary commodity for the normal operation of our Water Treatment Plant. These purchases allow the community to continue to enjoy safe drinking water. The EPA has stringent regulations and we must purchase these chemicals in order to meet and exceed their standards. Our Water Department staff has done an excellent job of providing safe drinking water to the public over the years. This Resolution will allow them to continue with their normal process of ordering chemicals as needed throughout the year.	
ATTACHMENTS	IFB # 1635 Bid Tabulation	

Exhibit "A"

CITY OF PIQUA - BID TABULATION

2016 Chemicals for Water Treatment

Reference No.: IFB 1635

Opened 10/12/16 @ 2:00 p.m.

DESCRIPTION	UNIT	1 Greer Industries		2 Shannon Chemical		3 Air Products		4 Univar USA		5 Carus Corporation		6 Hawkins Inc		7 Water Solutions Unlimited	
		BID:		BID:		BID:		BID:		BID:		BID:		BID:	
1 Sodium Hexametaphosphate	10,000 LBS	NB		.9037/LB		NB		1.02/LB		.914/LB		NB		.96/LB	
				\$ 9,037.00				\$ 10,200.00		\$ 9,140.00				\$ 9,600.00	
2 Activated Carbon	11,000 LBS	NB		NB		NB		1.99/LB		NB		NB		1.2/LB	
								\$ 21,390.00						\$ 13,200.00	
3 Liquid Sodium Permanganate	2,500 GAL	NB		8.67/GAL		NB		8.31/GAL		NB		8.99/GAL		11.5/GAL	
				\$ 21,675.00				\$ 20,775.00				\$ 22,475.00		\$ 28,750.00	
4 Ferric Sulfate	30,000 LBS	NB		NB		NB		.62/LB		NB		NB		NB	
								\$ 18,600.00							
5 Liquid Ferric Sulfate	40,000 GAL	NB		NB		NB		NB		NB		NB		NB	
6 Soda Ash	10,000 LBS	NB		NB		NB		.27/LB		NB		NB		NB	
								\$ 2,700.00							
7 Quicklime	920 TONS	141.20/TON		NB		NB		NB		NB		NB		NB	
		\$ 129,904.00													
8 Hydrofluosilicic Acid	4,000 GAL	NB		NB		NB		2.329/GAL		NB		3.1465/GAL		3.5875/GAL	
								\$ 9,316.00				\$ 12,586.00		\$ 14,350.00	
9 Liquid Carbon Dioxide	200,000 LBS	NB		NB		.0395/LB		NB		NB		NB		NB	
						\$ 7,900.00									
10 Sodium Hypochlorite	30,000 GAL	NB		NB		NB		.80/GAL		NB		NB		NB	
								\$ 24,000.00							

CITY OF PIQUA - BID TABULATION

2016 Chemicals for Water Treatment

Reference No.: IFB 1635

Opened 10/12/16 @ 2:00 p.m.

DESCRIPTION	UNIT	BIDDER No.:		8	9	10	11		
		NAME:	CITY: STATE & ZIP:						
1 Sodium Hexametaphosphate	10,000 LBS	SAL Chemical	Weirton WV 26062	Connection Chemical	Newtown PA	Carneuse Lime, Inc.	Pittsburgh PA 15222	Chemical Services, Inc.	Dayton OH 45414
		BID:		BID:		BID:		BID:	
		\$	9,600.00	\$	9,330.00			\$	9,450.00
2 Activated Carbon	11,000 LBS		.83/LB		NB				.69/LB
		\$	9,130.00					\$	7,590.00
3 Liquid Sodium Permanganate	2,500 GAL		9.094/GAL		NB				9.74/GAL
		\$	22,735.00					\$	24,350.00
4 Ferric Sulfate	30,000 LBS		.47/LB		NB				.408/LB
		\$	14,100.00					\$	12,240.00
5 Liquid Ferric Sulfate	40,000 GAL		1.45/GAL		NB				NB
		\$	58,000.00						
6 Soda Ash	10,000 LBS		.29/LB		NB				.219/LB
		\$	2,900.00					\$	2,190.00
7 Quicklime	920 TONS		NB		NB				NB
									162.50/TON
									\$ 149,500.00
8 Hydrofluosilicic Acid	4,000 GAL		NB		NB				2.95/GAL
									\$ 11,800.00
9 Liquid Carbon Dioxide	200,000 LBS		NB		NB				NB
10 Sodium Hypochlorite	30,000 GAL		.96/GAL		NB				.769/GAL
		\$	28,800.00					\$	23,070.00

Alternate #2
 .81/LB \$ 8,910.00
 Alternate #10
 .739/GAL \$ 22,170.00

CITY OF PIQUA - BID TABULATION

2016 Chemicals for Water Treatment

Reference No.: IFB 1635
 Opened 10/12/16 @ 2:00 p.m.

DESCRIPTION	UNIT	12 Sterling Water Tech.		13 PVS Notwood Chemicals, Inc.		14 Mississippi Lime Company		15 Kemira Water Solution		16 Chemtrade		17 F2 Industries	
		CITY: Croydon PA 19021	STATE & ZIP:	MI 48213	MI 48213	St. Louis MO 63127	St. Louis MO 63127	St. Louis MO 63127	St. Louis MO 63127	St. Louis MO 63127	St. Louis MO 63127	St. Louis MO 63127	St. Louis MO 63127
		BID:	BID:	BID:	BID:	BID:	BID:	BID:	BID:	BID:	BID:	BID:	BID:
1 Sodium Hexametaphosphate	10,000 LBS	.8896/LB \$ 8,896.00		1.03/LB \$ 10,300.00		NB		NB		NB		.946/LB \$ 9,460.00	
2 Activated Carbon	11,000 LBS	NB		NB		NB		NB		NB		NB	
3 Liquid Sodium Permanganate	2,500 GAL	NB		49.50/GAL \$ 123,750.00		NB		NB		NB		NB	
4 Ferric Sulfate	30,000 LBS	NB		NB		NB		NB		NB		NB	
5 Liquid Ferric Sulfate	40,000 GAL	NB		NB		NB		1.21/GAL \$ 48,400.00		1.725/GAL \$ 69,000.00		NB	
6 Soda Ash	10,000 LBS	NB		.32/LB \$ 3,200.00		NB		NB		NB		NB	
7 Quicklime	920 TONS	NB		NB		144.38/TON \$ 132,829.60		NB		NB		NB	
8 Hydrofluosilicic Acid	4,000 GAL	NB		NB		NB		NB		NB		NB	
9 Liquid Carbon Dioxide	200,000 LBS	NB		NB		NB		NB		NB		NB	
10 Sodium Hypochlorite	30,000 GAL	NB		NB		NB		NB		NB		NB	