CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PROCLAMATION – MOTORCYCLE AWARENESS MONTH

REGULAR CITY COMMISSION MEETING

CONSENT AGENDA

1. APPROVAL OF MINUTES
   Approval of the minutes from the March 17, 2015 Regular Piqua City Commission Meeting

2. RES. NO. R-60-15
   A Resolution of Appreciation for the Public Service of Kenneth C. Watson, Jr. as a City Employee

3. RES. NO. R-61-15
   A Resolution of Appreciation for the Public Service of David A. Short as a City Employee

OLD BUSINESS

4. ORD. NO. 4-15 (3rd Reading)
   An Ordinance amending Section 94.21 of the Piqua Code, relating to fees for use of Park Facilities

5. RES. NO. R-33-15 (Tabled 3-3-2015)
   A Resolution authorizing a purchase order to the KE Rose Company for purchase and installation of specialized equipment in Police Vehicles

NEW BUSINESS

6. RES. NO. R-62-15
   A Resolution authorizing the City Manager to enter into a Lease Agreement to permit the usage of a portion of Lock Nine Park and Linear Park to Mainstreet Piqua

7. RES. NO. R-63-15
   A Resolution authorizing a three year lease with Piqua Youth Baseball and Softball Association (PYBSA)

8. RES. NO. R-64-15
   A Resolution awarding a contract to Consolidated Fabricators for the purchase of an exhaust and inlet system for #9 gas turbine

9. RES. NO. R-65-15
   A Resolution authorizing a purchase order to Franklin Equipment LLC for the purchase of a new Wheel Loader for the Public Works Department
10. RES. NO. R-66-15
   A Resolution repealing Resolutions No.’s R-110-07 and R-65-09 establishing a naming policy for City Streets and Facilities

11. RES. NO. R-67-15
   A Resolution awarding a contract to Grissom Construction, LLC for the Sidewalk ADA Compliance Program

12. RES. NO. R-68-15
   A Resolution requesting final legislation to enter into an agreement with the Ohio Department of Transportation (ODOT) for the CR 25A Phase III Reconstruction project

13. RES. NO. R-69-15
   A Resolution awarding a contract to Barrett Paving Materials, Inc. for the 2015 Street Resurfacing Program

14. RES. NO. R-70-15
   A Resolution granting a utility easement to the City of Piqua

15. RES. NO. R-71-15
   A Resolution authorizing the City Manager to enter into a Lease Agreement to permit the usage of a portion of Lock Nine Park and Linear Park to Mainstreet Piqua and Piqua Arts Council

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

CITY MANAGER’S REPORT

COMMISSIONERS COMMENT

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


Mayor Fess acknowledged Cub Scout Troup 365 from Troy, Ohio who were in attendance after taking a tour of the City Government Offices. Mayor Fess asked each member to give their name.

Moved by Commissioner Wilson, seconded by Commissioner Martin, to remove the Amended Minutes of the March 3, 2015 from the table and include in the Consent Agenda.

REGULAR CITY COMMISSION MEETING

Consent Agenda

Approval of Minutes

Approval of the minutes from the February 17, 2015 Regular Piqua City Commission Meeting.

Approval of the minutes from the March 3, 2015 Regular Piqua City Commission Meeting.

RES. NO. R-37-15
A Resolution of Appreciation for the Public Service of William J. Collins as a City Employee

RES. NO. R-38-15
A Resolution reappointing a member to the Miami Valley Regional Planning Commission

RES. NO. R-39-15
A Resolution reappointing an alternate member to the Miami Valley Regional Planning Commission

RES. NO. R-40-15
A Resolution reappointing an alternate member to the Miami Valley Regional Planning Commission

RES. NO. R-41-15
A Resolution reappointing a member to the Downtown District Design Review Board

RES. NO. R-42-15
A Resolution reappointing a member to the Energy Board

RES. NO. R-43-15
A Resolution reappointing a member to the Golf Advisory Board

RES. NO. R-44-15
A Resolution reappointing a member to the Golf Advisory Board
RES. NO. R-45-15
A Resolution appointing a member to the Park Board

RES. NO. R-46-15
A Resolution appointing a member to the Park Board

RES. NO. R-47-15
A Resolution appointing a member to the Stormwater Utility Board

RES. NO. R-48-15
A Resolution appointing a member to the Tree Committee

RES. NO. R-49-15
A Resolution appointing a member to the Tree Committee

RES. NO. R-50-15
A Resolution reappointing a member to the Planning Commission

RES. NO. R-51-15
A Resolution appointing a member to the Planning Commission

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

OLD BUSINESS

ORD. No. 4-15
An Ordinance amending Section 94.21 of the Piqua Code, relating to fees for use of Park Facilities

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

The Park Board members unanimously approved raising the fees relating to the use of Park Facilities. The last time the fees for Park Facilities were raised was in 2009, stated Mr. Brookhart. The increase in fees will help offset the operating cost and maintenance on the buildings. The proposed increases provides a discounted rate to those who live within the Piqua corporation limits. There was discussion on the rental on the house located in Hollow Park. Law Director Stacy Wall stated she is still waiting on additional information regarding the house lease.

Mayor Fess stated this is the second reading of Ordinance No. 4-15.

Ordinance No. 4-15 was given a second reading.

NEW BUSINESS

RES. NO. R-52-15
A Resolution authorizing the City Manager to apply for, accept, and enter into a supplemental Water Pollution Control Loan Fund agreement on behalf of the City of Piqua for Planning, Design and/or Construction of Wastewater Facilities; and designation a dedicated repayment source for the loan

Dave Davis, Wastewater Plant Superintendent provided the Staff Report
The amended facility plan calls for a new and approved liquid treatment trail that will handle all projected flows. This information was presented to the City Commission at the February Work Session, and is also approved by the OEPA. The amended plan requires the City perform detailed design but the original loan amount requested will not cover the cost for this option. The City will submit a supplemental loan application to WPCLF-DEFA for the additional funds needed, stated Mr. Davis.

There was discussion on how the funds would be paid back, at what rate, and the total amount to be borrowed at this time.

Mr. Davis provided the information.

**Public Comment**

No one came forward to speak for or against Resolution No. R-52-15.


**RES. NO. R-53-15**

A Resolution amending the agreement with LJB, Inc. for the right-of-way acquisition services for the Garnsey Street/Commercial Street Corridor Neighborhood Connector Project

Amy Havenar, City Engineer, provided the Staff Report.

In September of 2014 the City Commission approved the agreement with LJB for the Right-of-Way Acquisition Services for the Garnsey Street/Commercial Street Corridor Neighborhood Connector Project. Since LJB began their extensive research into the right-of-way for this project, this prompted the Miami County Tax Map Department to make revisions to the county map records, which significantly impacted the project, stated Ms. Havenar.

As a result additional research will be necessary to be able to adequately identify the ownership of the parcels along Commercial Street, as well as have LJB, Inc. draw up the right-of-way plans and complete title searches & reports, appraisals, acquisitions, and title updates & closing as part of the right-of-way acquisition process.

There was discussion and questions regarding the quiet titles and what they are, if any of the property owners would lose or gain additional footage to their properties, and how the bike path would be affected. Ms. Havenar and Dan Hoying of LJB provided information to questions and concerns.

**PUBLIC COMMENT**

No one came forward to speak for or against Resolution No. R-53-15.


**RES. NO. R-54-15**

A Resolution authorizing a three year lease with the Piqua Youth Football Association

**RES. NO. R-55-15**

A Resolution authorizing a three year lease with the Piqua Youth Soccer Association (PYSA)

Law Director Stacy Wall provided the Staff Report for both Resolution R-54-15 and R-55-15.
Ms. Wall stated both of these are three-year renewal of previous contract and have had long term agreements with both the Soccer Association, and the Youth Football Association. There are no changes to either of the contracts at this time.

**Public Comment**

No one came forward to speak for or against Resolution No. R-54-15


**RES. NO. R-56-15**

A Resolution authorizing a purchase order to Bobcat Company for the purchase of an excavator, attachments and utility vehicle

Todd Brandenburg, Underground Utilities Superintendent, provided the Staff Report.

The Bobcat E63 excavator will replace the department’s aging backhoe with newer technology, compact size, and the versatility to perform various tasks. This piece of equipment was demonstrated by the Underground Utilities Staff and they determined it to be the best piece of equipment to replace the existing backhoe. The excavator portion of the purchase will be through the State of Ohio Cooperative Purchasing Program, and will total $88,062.85 including the attachments. This resolution also includes the purchase of a Bobcat 3400 Utility Vehicle also on the State of Ohio Cooperative Purchasing Program totaling $20,489.68 and will include a road package allowing staff to utilize this piece of equipment for various maintenance tasks, stated Mr. Brandenburg.

**Public Comment**

No one came forward to speak for or against Resolution No. R-56-15


Mayor Fess stated the Law Director has asked the Commission to permanently table Resolutions R-57-15, R-58-15, and R-59-15 stating they have received the necessary signatures and do not need the Resolutions.

**RES. NO. R-57-15**

A Resolution to authorize the commencement of the appropriation of right-of-way on 1712 Park Avenue, Piqua, Miami County, Ohio in the Common Pleas Court of Miami County, Ohio for public purposes

**RES. NO. R-58-15**

A Resolution to authorize the commencement of the appropriation of right-of-way on 230 W. High Street, Piqua, Miami County, Ohio in the Common Pleas Court of Miami County, Ohio for public purposes

**RES. NO. R-59-15**

A Resolution to authorize the commencement of the appropriation of right-of-way on 1846 Park Avenue, Piqua, Miami County, Ohio in the Common Pleas Court of Miami County, Ohio for public purposes

MONTHLY REPORTS - JANUARY 2015

Monthly Reports were accepted.

Public Comment

No one came forward to speak at this time.

City Manager’s Report

City Manager Huff stated the bids are out for paving services this year and they plan to start earlier this year.

Also the Public Works Department has made paving and patching a top priority this year, and will begin working soon.

City Manager Huff announced the Joint Local Government Innovations Grant has been approved with the Miami County Parks District, Covington, Bradford, and the Johnston Farm to extend the Trail System to the east, west, and north.

City Manager Huff also stated there are many special events taking place this year, these events bring a lot of visitors to the City of Piqua. The St. Patrick’s Day Race started today at 6:30 P.M. and there were hundreds of visitors in town attending the race and eating in the restaurants. City Manager Huff further stated he is looking forward to all of the events this year that are going to fill the stores and restaurants with visitors.

Commissioners Comments

Commissioner Martin inquired about paving in the Shawnee neighborhood, and if some top coat could be put on until the paving can be done. City Manager Huff stated they will continue to do work on the streets, and plan to get the street by the Pump Station completed this year.

Commissioner Terry stated she has received complaints about drivers making rolling stops at the intersection of High and College Street, and asked if it would be possible to have police presence in that area from time to time to observe the traffic.

Commissioner Terry also mention she has had complaints about the five green houses located in the area of High and College Street. It seems there is a large amount of trash sitting on one of the porches of one of the homes, and would like to have someone address the trash issue if possible.

Commissioner Wilson congratulated Bill Collins on his retirement and his twenty-five years of service to the Piqua Police Department, and the citizens of Piqua.

Mayor Fess read Officer Bill Collins Resolution of Appreciation in full and presented it Police Chief Jamison and Deputy Chief Grove asking they see that Mr. Collins receives the resolution.

Mayor Fess stated she has spoken with Chris Schmiesing and plans for the Rock Piqua Concerts are moving forward, and she is excited. The concert series was so well accepted last year, and there are a lot of people looking forward to the concerts again this year.

Mayor Fess stated on behalf of the City Commission she wanted to extend their deepest sympathy to Assistant City Manager/Finance Director Cynthia Holtzapple and her family on the loss of her mother.
Moved by Commissioner Martin, seconded by Commissioner Wilson, to adjourn from the Regular Commission Meeting at 8:10 P.M. Voice vote, Aye: Martin, Wilson, and Terry. Nay: None.

PASSED: ______________________

ATTEST: _______________________

REBECCA J. COOL
CLERK OF COMMISSION

LUCINDA L. FESS, MAYOR
RESOLUTION NO. R-60-15

A RESOLUTION OF APPRECIATION FOR THE PUBLIC SERVICE OF KENNETH C. WATSON, JR. AS A CITY EMPLOYEE

WHEREAS, Kenneth C. Watson, Jr. has retired as Journeyman Line Crew Leader with the Power Department; and

WHEREAS, his retirement follows 27 years of faithful and dedicated service to the City and its citizens;

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

SEC. 1: In recognition and appreciation of the public service of Kenneth C. Watson, Jr. as Journeyman Line Crew Leader with the Power Department, this Commission tenders its unanimous and respectful tribute by this Resolution, which shall be a matter of public and permanent record.

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

________________________________________
LUCINDA L. FESS, MAYOR

PASSED: ____________________________

ATTEST: ____________________________
REBECCA J. COOL
CLERK OF COMMISSION
RESOLUTION NO. R-61-15

A RESOLUTION OF APPRECIATION FOR THE
PUBLIC SERVICE OF DAVID A. SHORT
AS A CITY EMPLOYEE

WHEREAS, David A. Short has retired as Police Officer with the Police Department; and

WHEREAS, his retirement follows 21 years of faithful and dedicated service to the City and its citizens;

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

SEC. 1: In recognition and appreciation of the public service of David A. Short as Police Officer with the Police Department, this Commission tenders its unanimous and respectful tribute by this Resolution, which shall be a matter of public and permanent record.

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

LUCINDA L. FESS, MAYOR

PASSED: ______________________

ATTEST: ______________________

REBECCA J. COOL
CLERK OF COMMISSION
ORDINANCE NO. 4-15

AN ORDINANCE AMENDING SECTION 94.21
OF THE PIQUA CODE, RELATING TO FEES FOR
USE OF PARK FACILITIES

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

SEC. 1: Section 94.21 (Fees for Use of Park Facilities), of the Piqua Code is
hereby amended per Exhibit “A” attached hereto:

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

1st Reading 3-3-2015
2nd Reading 3-17-2015

_____________________________
LUCINDA L. FESS, MAYOR

PASSED: ______________________

ATTEST: ______________________
REBECCA J. COOL
CLERK OF COMMISSION
### Commission Agenda

**Staff Report**

| MEETING DATE                  | March 3, 2015  
<table>
<thead>
<tr>
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<tbody>
<tr>
<td></td>
<td>March 17, 2015</td>
</tr>
<tr>
<td>REPORT TITLE</td>
<td>An ordinance amending Section 94.21 of the Piqua Code, Relating to fees for use of Park Facilities</td>
</tr>
<tr>
<td>(Should match resolution/ordinance title)</td>
<td></td>
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</tbody>
</table>
| SUBMITTED BY                | Name & Title: Brian Brookhart Assistant Public Works Director  
|                             | Department: Public Works |
| AGENDA CLASSIFICATION        | ☐ Consent   
|                             | ☐ Ordinance  
|                             | ☐ Resolution  
|                             | ☐ Regular  |
| APPROVALS/REVIEWS           | ☐ City Manager  
|                             | ☐ Asst. City Manager/Finance  
|                             | ☐ Asst. City Manager/Development  
|                             | ☐ Law Director  
|                             | ☐ Department Director;  
|                             | ☐ Other:  |
| BACKGROUND (Includes description, background, and justification) | In the February Park Board meeting, board members unanimously approved raising the fees relating to use of Park Facilities. The last time Fees for the Park Facilities were raised was 2009. The increase in Fees will help offset the operating cost and maintenance on the buildings. Attached you will find Exhibit B shows the current Rental Fees and Exhibit C shows the proposed Rental Fees. City Residents will receive a discounted rate.  |
| BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources) | Budgeted $:  
|                             | Expenditure $:  
|                             | Source of Funds:  
|                             | Narrative:  |
| OPTIONS (Include Deny/Approval Option) | 1. Approve the Ordinance to amend Section 94.21 for a fee increase for Park Rental Facilities  
|                             | 2. Do not approve the ordinance and keep the current fees for Park Rental Facilities  
|                             | 3.  
|                             | 4.  |
| PROJECT TIMELINE            | The new Rental Fees will apply after commission has approved the ordinance.  |
| STAFF RECOMMENDATION        | Approve the ordinance to allow for an increase in the Park Facility Fees  |
| ATTACHMENTS |  |
Memorandum

To: Gary Huff, City Manager

Re: Request for Commission Authorization to Amend Section 94.21 of the Piqua Code Relating to Fees for the Use of Park Facilities

At its most recent meeting, the Park Board voted unanimously to recommend to the City Commission raising the fees at the Public Park Facilities. Attached you will see the current rental fees and proposed changes. The proposed increases provide a discounted rate to those who live within Piqua corporation limits.

The public park facilities for which we charge a fee require substantial maintenance and utility costs. The fees will still not recover the entire cost of operating these facilities but will reduce the amount of support required from the general fund.

Please let me know if I can provide any additional information pertaining to this matter.

Respectfully submitted,

Brian Brookhart

Assistant Public Works Director
Exhibit “A”

§ 94.20 FEES FOR USE OF PARK FACILITIES

The Parks Department shall charge the following fees for the use of Mote Park, Hollow Park and Fountain Park facilities:

(A) Mote Park.

(1) Use of the Community Center: $75 $100 per day for Monday-Thursday, and $110.00 $150.00 Friday-Sunday and holidays.

(2) Use of Piqua Players: $600 annually.

(3) Use of softball fields for softball tournaments: $150.00 for full day, $75.00 for evenings.

(4) The above charges may be waived or reduced by the City Manager Public Works Director or designee, for community service organizations, where the waiver or reduction of fees would be in the best interest of our community.

(B) Fountain Park.

(1) Use of dining hall & kitchen: $75.00 $100.00 per day for Monday-Thursday, and $100.00 $125.00 for Friday-Sunday and holidays.

(2) Use of Fountain Park Pavilion: $75.00 $100.00 per day for Monday-Thursday, and $120.00 $150.00 Friday-Sunday and holidays.

(C) Residents who live within Piqua corporation limits received a 10% discount off of the above rates for Mote Park and Fountain Park Facilities with the exception of (A) (3) (Use of Piqua Players) in accordance with Exhibit C.
(D) *The Hollow Park.*

(1) House rent: $350.00 per month effective January 1, 2009 (payable in monthly installments) per lease agreement.

('97 Code, §97.25) (Ord. 12-69, passed 4-21-69; Am. Ord. 10-82, passed 2-1-82: Am. Ord. 6-90, passed 2-19-90; Am. Ord. 12-98, passed 3-16-98; Am. Ord. 4-02, passed 2-19-02; Am. Ord. 5-05, passed 4-18-05)
Exhibit “B”

City OF Piqua

2014 Park Reservation Fee Sheet

**Fountain Park Dining Hall** – Enclosed Hall with stove, refrigerator, serving area, electricity and restrooms. Available May through October. Seats 125 persons.

<table>
<thead>
<tr>
<th>City Resident Fee</th>
<th>Non-City Resident Fee</th>
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<tbody>
<tr>
<td>$67.50</td>
<td>$75.00</td>
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<tr>
<td></td>
<td><strong>Per day Monday – Thursday</strong></td>
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<tr>
<td>$90.00</td>
<td>$100.00</td>
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<td></td>
<td><strong>Per day Friday – Sunday</strong></td>
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</table>

**Fountain Park Hance Pavilion** – Open air covered entertainment facility, lights for evening activities, stage. Available May through October. Seats over 1,000.

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<td><strong>Per day Friday – Sunday</strong></td>
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**Gazebo in Downtown Square** – Elevated gazebo with lights for evening activities.

**No Charge**

**Hollow Park Dining Hall** – Open shelter with electric and restrooms. Seats 96 persons

**No Charge**

Small Shelters

**No Charge**

*Hollow Park West*  
*Upper Fountain Park*  
*Fountain Park South*  
*Pitsenbarger by the Pool*

**First Come, First Served – No Reservations**
Proposed Park Facility Fee Changes by the Park Board

**Fountain Park Dining Hall** – Enclosed Hall with stove, refrigerator, serving area, electricity and restrooms. Available May through October. Seats 125 persons.

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<tr>
<td>$100.00</td>
<td>$125.00</td>
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</table>

**Mote Park Community Center** Enclosed Hall with stove, refrigerator, electricity and restrooms. Available all year round. Seats 135 persons.

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<tr>
<th>City Resident Fee</th>
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<tr>
<td>$75.00</td>
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**Gazebo in Downtown Square** – Elevated gazebo with lights for evening activities

**No Charge**

**Hollow Park Dining Hall** – Open shelter with electric and restrooms.

**No Charge**

**Small Shelters**

**No Charge**

*Hollow Park West*  
*Upper Fountain Park*  
*Fountain Park South*  
*Pitzenbarger by the Pool*

**First Come, First Served – No Reservations**
RESOLUTION NO. R-33-15
(Tabled 3-3-2015)

A RESOLUTION AUTHORIZING A PURCHASE ORDER TO THE KE ROSE COMPANY FOR PURCHASE AND INSTALLATION OF SPECIALIZED EQUIPMENT IN POLICE VEHICLES

WHEREAS, the City of Piqua Police Department requires the purchase and installation of specialized police vehicle equipment to fulfill their duties to the citizens of the City of Piqua, and;

WHEREAS, the City of Piqua has budgeted for replacement of Police vehicle equipment, and;

WHEREAS, the Piqua Police Department has determined for reasons of standardization to use the KE Rose Company for the purchase, transfer and installation of Police vehicle equipment pursuant to PCO 34.19(C);

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 the KE Rose Company, Huber Heights, Ohio, for purchase, transfer and installation of Police vehicle equipment not to exceed $40,567.

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 equipment purchase.

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

TABLED 3-3-2015

__________________________
LUCINDA L. FESS, MAYOR

PASSED: ________________________

ATTEST: ________________________
REBECCA J. COOL
CLERK OF COMMISSION
A RESOLUTION AUTHORIZING A PURCHASE ORDER TO THE KE ROSE COMPANY FOR PURCHASE AND INSTALLATION OF SPECIALIZED EQUIPMENT IN POLICE VEHICLES

Name & Title: Thomas M. Steiner, Deputy Chief of Police
Department: Police

Resolution R-33-15 was tabled at the March 3, 2015 meeting as a formal bid process was requested. This bid process (IFB #1513) has been completed.

Three new parked patrol vehicles and one unmarked vehicle are being purchased in 2015 by the Police Department as part of the ongoing fleet replacement plan.

The Piqua Police Department previously purchased Ford Crown Victoria Police Interceptor (CVPI) vehicles as marked cruisers prior to this model being discontinued in 2011. Prior to discontinuing the CVPI, nearly all of the barriers, lightbars and other safety equipment and lighting were able to be transferred from an old vehicle into a new vehicle. Much of the equipment from older vehicles would not fit with the new model vehicles, and is outdated or unreliable.

The total life expectancy of vehicles in our current fleet plan is five years, up from the former three or four year plans. Upfitting new vehicles with new light bars, siren controllers, and partitions limits the amount of time vehicles and the related equipment are out of warranty, thereby decreasing maintenance costs.

An open bid (IFB #1513) was put out for upfitting the vehicles in a substantially similar manner as the previous year’s equipment upfit. KE Rose submitted the lowest bid. The Police Department has been very satisfied with the workmanship and service provided by KE Rose on previous vehicles and would recommend awarding this bid to KE Rose. In addition to having the lowest bid, using the same vendor allows for standardization and consistency of equipment which may need to be used by multiple employees in emergency situations.
| **BUDGETING AND FINANCIAL IMPACT**  
(Includes project costs and funding sources) | Budgeted $: $40,567 |
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<tr>
<td>Expenditure $: $29,042.04</td>
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<tr>
<td>Source of Funds: 106-014-821-7168 Cruiser Change-Over</td>
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</tr>
<tr>
<td><strong>Narrative:</strong> When Ford quit producing the CVPI in 2011, it limited the ability to move much of the necessary aftermarket equipment from one vehicle to another. Lightbars and other electronics in specific will fail over time and need costly repairs, which may be minimized by purchasing new units under warranty. Purchasing of new equipment for new vehicles and showing it as a budget resolution allows us to accurately reflect the actual costs of new vehicles. Replacing equipment over time with new vehicles allows upgrades to occur over time and not all at once. The gradual replacement spreads cost out over time instead of large budget items all in one year. The resolution includes a “not-to-exceed” to handle unanticipated costs.</td>
<td></td>
</tr>
</tbody>
</table>

| **OPTIONS**  
(Include Deny/Approval Option) | 1. Approve the resolution to upfit three new marked and one unmarked cruiser with proper mission specific equipment. |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Deny the resolution, delaying implementation of the long-term fleet replacement program.</td>
<td></td>
</tr>
</tbody>
</table>

| **PROJECT TIMELINE** | The new vehicles have already been ordered with an expected May build date. Equipment for the vehicles would be ordered immediately with the intent to have the necessary equipment in stock when the new vehicles arrive. Equipment would be installed within 45 days of both the equipment and vehicles being received by the bidder. |

| **STAFF RECOMMENDATION** | Approve the expenditure by passing this resolution. |

<p>| <strong>ATTACHMENTS</strong> | IFB #1513 Bid Tabulation Worksheet |</p>
<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>ITEM #</th>
<th>Quantity</th>
<th>EACH</th>
<th>TOTAL (1 CARS)</th>
<th>EACH</th>
<th>TOTAL (8 CARS)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tinted 60% dual color LED modules for front/rear headlights (Driver-Red/White, Passenger-Blue/White)</td>
<td>3</td>
<td>$140.00</td>
<td>$420.00</td>
<td>$35.00</td>
<td>$110.00</td>
<td>$440.00</td>
</tr>
<tr>
<td>Hideaway (non-blink) dual color LDRs for rear lights (Driver-Red/White, Passenger-Blue/White)</td>
<td>3</td>
<td>$130.00</td>
<td>$390.00</td>
<td>$35.00</td>
<td>$110.00</td>
<td>$440.00</td>
</tr>
<tr>
<td>Glass surface mount LED reflectors for rear hatch face with mercury switch (Driver-Red, Passenger-Blue)</td>
<td>3</td>
<td>$100.00</td>
<td>$300.00</td>
<td>$20.00</td>
<td>$150.00</td>
<td>$420.00</td>
</tr>
<tr>
<td>Selena aluminized PM500 Push Bumper with front tow hook and rear hitches (Red/White/Blue)</td>
<td>3</td>
<td>$570.00</td>
<td>$1,710.00</td>
<td>$35.00</td>
<td>$1,710.00</td>
<td>$2,736.00</td>
</tr>
<tr>
<td>Selena street/steering guard</td>
<td>2</td>
<td>$200.00</td>
<td>$400.00</td>
<td>$40.00</td>
<td>$40.00</td>
<td>$320.00</td>
</tr>
<tr>
<td>Selena TPO doors panels, covering front door panel, tail gate and side mirror</td>
<td>3</td>
<td>$150.00</td>
<td>$450.00</td>
<td>$45.00</td>
<td>$45.00</td>
<td>$315.00</td>
</tr>
<tr>
<td>Selena dual vertical sunroof with dual 3-way glass, small lock for vocalist and universal lock for driver</td>
<td>2</td>
<td>$200.00</td>
<td>$400.00</td>
<td>$40.00</td>
<td>$40.00</td>
<td>$320.00</td>
</tr>
<tr>
<td>Federal 50” Vetal lightbar package, 2 color, ES2091-A0-10 Platinum 200 watt array system and 1 ES2091-A0-10 trim speaker for push bumper mounting</td>
<td>3</td>
<td>$2,575.00</td>
<td>$7,725.00</td>
<td>$350.00</td>
<td>$350.00</td>
<td>$2,700.00</td>
</tr>
<tr>
<td>Second ES2091-A0-10 wall mount, push bumper mount</td>
<td>1</td>
<td>$100.00</td>
<td>$100.00</td>
<td>$10.00</td>
<td>$10.00</td>
<td>$80.00</td>
</tr>
<tr>
<td>Land tactical console to include faceplate brackets and lifier panel (Harris M7100 radio)</td>
<td>VSS F9L</td>
<td>$400.00</td>
<td>$1,200.00</td>
<td>$15.00</td>
<td>$150.00</td>
<td>$2,400.00</td>
</tr>
<tr>
<td>Bracket for Federal Enhance 320</td>
<td>3</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Land RMS</td>
<td>3</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Land RS</td>
<td>3</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Land magnetic microprobes brackets (2 per vehicle)</td>
<td>3</td>
<td>$60.00</td>
<td>$180.00</td>
<td>$20.00</td>
<td>$20.00</td>
<td>$160.00</td>
</tr>
<tr>
<td>Land swing arm with tilt/zoom</td>
<td>ASM-TELS / VS-1</td>
<td>$250.00</td>
<td>$750.00</td>
<td>$90.00</td>
<td>$90.00</td>
<td>$720.00</td>
</tr>
<tr>
<td>Electronic cover plate to protect items mounted on back of trailer</td>
<td>3</td>
<td>$150.00</td>
<td>$450.00</td>
<td>$50.00</td>
<td>$50.00</td>
<td>$400.00</td>
</tr>
<tr>
<td>Power distribution module</td>
<td>PENF2W</td>
<td>$250.00</td>
<td>$750.00</td>
<td>$90.00</td>
<td>$90.00</td>
<td>$720.00</td>
</tr>
<tr>
<td>Land RSX</td>
<td>3</td>
<td>$50.00</td>
<td>$150.00</td>
<td>$18.00</td>
<td>$18.00</td>
<td>$144.00</td>
</tr>
<tr>
<td>Land RSX</td>
<td>3</td>
<td>$75.00</td>
<td>$225.00</td>
<td>$27.00</td>
<td>$27.00</td>
<td>$216.00</td>
</tr>
<tr>
<td>17” Profiles COX w/RM10 mount for antennas</td>
<td>3</td>
<td>$225.00</td>
<td>$675.00</td>
<td>$80.00</td>
<td>$80.00</td>
<td>$640.00</td>
</tr>
<tr>
<td>Shipping and handling for all items</td>
<td>$480.00</td>
<td>$480.00</td>
<td>$600.00</td>
<td>$75.00</td>
<td>$75.00</td>
<td>$600.00</td>
</tr>
<tr>
<td>Shop material for installation</td>
<td>$375.00</td>
<td>$375.00</td>
<td>$475.00</td>
<td>$59.00</td>
<td>$59.00</td>
<td>$472.00</td>
</tr>
<tr>
<td>The following will be removed by vendor from 3 marked vehicles for reuse: Watchguard DIV-1 in car camera systems; Harris M7100 mobile radios; MPH radar systems with dual antennas; Door mirror strobotic and Pandora keypads; GPS Maglight chargers.</td>
<td>3</td>
<td>$225.00</td>
<td>$675.00</td>
<td>$80.00</td>
<td>$80.00</td>
<td>$640.00</td>
</tr>
<tr>
<td>The following will be produced by Piqua PD for installation in 3 marked vehicles: Watchguard DIV-1 brackets; brass anti theft device; 3 port powered USB hub; Ipad rear seat covers.</td>
<td>$225.00</td>
<td>$225.00</td>
<td>$225.00</td>
<td>$27.00</td>
<td>$27.00</td>
<td>$220.00</td>
</tr>
<tr>
<td>Laptop for installation of Rigid equipment</td>
<td>$4,800.00</td>
<td>$4,800.00</td>
<td>$6,000.00</td>
<td>$750.00</td>
<td>$750.00</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>Laptop to remove items from existing cruisers(s)</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**SUB-TOTAL**

| TOTAL | $28,988.79 | $29,800.00 |

<table>
<thead>
<tr>
<th>BELOW FOR ONE UNMARKED FORD POLICE INTERCEPTOR SEDAN</th>
<th>Quantity</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land armrest</td>
<td>ND-ARM-5</td>
<td>1</td>
</tr>
<tr>
<td>Land dual external mount cup holder</td>
<td>425-6405</td>
<td>1</td>
</tr>
<tr>
<td>Land RMD 10' profile radar antenna</td>
<td>3</td>
<td>$35.00</td>
</tr>
<tr>
<td>Magnetic no mount (1)</td>
<td>3</td>
<td>$50.00</td>
</tr>
<tr>
<td>17” Profiles COX w/RM10 mount for antennas</td>
<td>1</td>
<td>$90.00</td>
</tr>
<tr>
<td>Shipping and handling for all items</td>
<td>$15.00</td>
<td>$15.00</td>
</tr>
<tr>
<td>Shop material for installation</td>
<td>$30.00</td>
<td>$30.00</td>
</tr>
<tr>
<td>Laptop to remove items from existing cruiser</td>
<td>$275.00</td>
<td>$275.00</td>
</tr>
<tr>
<td>Laptop for installation of Rigid equipment</td>
<td>$500.00</td>
<td>$500.00</td>
</tr>
</tbody>
</table>

**SUB-TOTAL**

| TOTAL | $631.25 | $962.50 |

**GRAND TOTAL FOR ALL WORK**

| TOTAL | $29,543.74 | $34,762.21 |

Number of days to complete work: 35
RESOLUTION NO. R-62-15

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT TO PERMIT THE USAGE OF A PORTION OF LOCK NINE PARK AND LINEAR PARK TO MAINSTREET PIQUA

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 permit Mainstreet Piqua on August 22, 2015 to use Lock Nine Park and Linear Park as the location of the Down a River Down a Beer – Recreational Trail Celebration Event, upon the condition that Mainstreet Piqua obtains liability insurance satisfactory to the City Manager at a minimum coverage of $1,000,000 and complies with the terms of the attached Lease Agreement. The rental fee for this lease shall be $1.00 and other valuable consideration.

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

____________________________
LUCINDA L. FESS, MAYOR

PASSED: ________________________

ATTEST: ________________________
REBECCA J. COOL
CLERK OF COMMISSION
### MEETING DATE
March 12, 2015

### REPORT TITLE
A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT TO PERMIT THE USAGE OF A PORTION OF LOCK NINE PARK AND LINEAR PARK TO MAINSTREET PIQUA

### SUBMITTED BY
Chris Schmiesing, City Planner
Development Department

### AGENDA CLASSIFICATION
- [ ] Consent
- [ ] Ordinance
- [x] Resolution
- [ ] Regular

### APPROVALS/REVIEWS
- [x] City Manager
- [x] Asst. City Manager/Finance
- [x] Asst. City Manager/Development
- [x] Law Director
- [x] City Planner
- [ ] Planning Commission

### BACKGROUND
The Down a River Down a Beer – Recreational Trial Celebration is an event that aims to…

- Attract people to the riverfront area to raise the profile of the water trail and the recreational trail system.
- Offer samplings of a variety of beer and food, with the food product highlighting local restaurants.
- Includes a musical performer that adds to the quality of the experience.
- Raises funds to support the maintenance and promotion of the river corridor and the recreational trail system.

The event organizers will collaborate with local supporters to organize and provide a high quality outdoor beer and food tasting event that also offers attendees an opportunity to experience and or witness canoeing, kayaking, and stand up paddle boarding on the Great Miami River water trail, and the demonstration of cycling equipment on the recreational trail.

The event organizers will be responsible for the general coordination of the event and solicitation of sponsorships and volunteer support. Mainstreet Piqua and the Piqua Arts Council will serve as the contracting/fiduciary agent and be compensated for their expenses and receive recognition as part of the promotion, production, and execution of the event. Any monetary gain from the event will directed to a predetermined item or cause in support of the maintenance and promotion of river corridor and the recreational trail system.

### BUDGET/FINANCIAL IMPACT
- Budgeted $: 0
- Expenditure $: 0
<table>
<thead>
<tr>
<th>Source of Funds:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Narrative:</td>
<td>These type of community events contribute positively to a community’s quality of life and the local economy.</td>
</tr>
<tr>
<td><strong>OPTIONS</strong>&lt;br&gt;(Include deny /approval option)</td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Adopt the resolution to authorize the lease.</td>
</tr>
<tr>
<td>2.</td>
<td>Defeat the resolution and deny the lease.</td>
</tr>
<tr>
<td><strong>PROJECT TIMELINE</strong></td>
<td></td>
</tr>
<tr>
<td>April 7, 2015 Regular City Commission meetings.</td>
<td></td>
</tr>
<tr>
<td><strong>STAFF RECOMMENDATION</strong></td>
<td></td>
</tr>
<tr>
<td>Approve the proposed resolution.</td>
<td></td>
</tr>
<tr>
<td><strong>ATTACHMENTS</strong></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Resolution and lease agreement</td>
</tr>
</tbody>
</table>
DOWN THE RIVER, DOWN A BEER
RECREATIONAL TRAIL CELEBRATION EVENT
LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this ______ day of _____ 2015, by and between the City of Piqua (CITY) and Mainstreet Piqua (ASSOCIATION) as follows:

Section 1: For one dollar and other valuable consideration, the City leases to the Association on the days of August 22, 2015, the Lock Nine Park public park facilities, as more specifically shown on the attached Exhibit ‘A’.

Section 2: The Association shall occupy and use the leased premises solely for the purposes of the Down the River, Down a Beer – Recreational Trail Celebration event and related activities, with the area to be occupied more specifically shown on the attached Exhibit ‘A’, and the event activities more specifically described on the attached Exhibit ‘B’.

Section 3: The Association shall obtain liability insurance satisfactory to the City Manager at a minimum coverage of $1,000,000 per event or $3,000,000 aggregate for bodily injury or property damage or for liability for acts of the Association or its agents, employees, licensees, or invitees, including operations, products and contemplated operations. Proof of coverage shall be provided to the City of Piqua.

The association will include the following as additional insureds: The City of Piqua, Ohio, its elected and appointed officials, all employees, agents, volunteers, all boards, commissions and/or authorities and board members including employees, agents and volunteers thereof. Coverage shall be primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds whether other available coverage be primary, contributing, or excess.

The City of Piqua shall be issued a certificate of insurance in the amount not less than stated above. The certificate of insurance shall specify that the City of Piqua, its elected of and appointed officials, all employees, agents, volunteers, all boards, commissions and/or authorities and board members including employees, agents and volunteers thereof are added by endorsement as additional insureds.

All performers and vendors at the celebration shall provide proof of liability coverage in the same amount and include the City of Piqua as an additional insured. The Association shall not permit any performer or vendor without the proper liability insurance coverage.

Section 4: The Association shall indemnify, hold harmless and defend the City of Piqua, Ohio, its officers, employees, agents and volunteers against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney’s fees which the City of Piqua, Ohio, its officers, employees, agents and volunteers may hereafter sustain, incur or be required to pay, arising out of or by any act or omission of the Association, the City of Piqua, Ohio, their officers, employees, agents and volunteers, in the execution, performance or failure to adequately perform Association’s or City of Piqua’s obligations pursuant to this contract.
DOWN THE RIVER, DOWN A BEER
RECREATIONAL TRAIL CELEBRATION EVENT
LEASE AGREEMENT

Section 5: The Association, its assigns, heirs, successors, employees and any and all subcontractors are independent contractors and are not agents and/or employees of the City of Piqua.

Section 6: This agreement shall not be assignable.

Section 7: The Association and all performers and vendors shall comply with all inspections and obtain any permits required prior to operation, at the Association’s expense.

Section 8: No Association contract with any performer or vendor shall place any liability upon the City.

Section 9: The Association shall be responsible for basic clean-up of the facilities after the conclusion of the Down the River, Down a Beer – Recreational Trail Celebration event.

Executed as of the above-referenced date by:

CITY OF PIQUA  MAINSTREET PIQUA

______________________________  ________________________________
Gary A. Huff, City Manager  Lorna Swisher, Executive Director
Vision

An event that...

- Attracts people to the riverfront area to raise the profile of the water trail and the recreational trail system.
- Offers samplings of a variety of beer and food, with the food product highlighting local restaurants.
- Includes a musical performer that adds to the quality of the experience.
- Raises funds to support the maintenance and promotion of the river corridor and the recreational trail system.

Program Concept

The event organizers will collaborate with local supporters to organize and provide a high quality outdoor beer and food tasting event that also offers attendees an opportunity to experience and or witness canoeing, kayaking, and stand up paddle boarding on the Great Miami River water trail, and the demonstration of cycling equipment on the recreational trail. The beer and food tasting will take place in a defined area of Lock Nine Park along the Great Miami River and Recreational Trail. Water based and recreational trail activities will happen near Lock Nine Park on the Great Miami River and the recreational trail.

The event organizers will be responsible for the general coordination of the event and solicitation of sponsorships and volunteer support. Mainstreet Piqua and the Piqua Arts council will serve as the contracting and fiduciary agent and be compensated for their expenses and receive recognition as part of the promotion, production, and execution of the event. Any monetary gain from the event will directed to a predetermined item or cause in support of the maintenance and promotion of river corridor and the recreational trail system.

It is envisioned the program scope and coordination efforts will work as follows:

Location

The location of the event will be at the bend in the Great Miami River near where the river intersects with the multi-use recreational trail and in close proximity to the downtown area (the Lock Nine Park and surrounding area). The event will be rain or shine with an alternative indoor venue to be identified if deemed necessary in the event of inclement weather.

Dates/Times

The event will be held on Saturday, August 22, 2015 and the recreation activities will begin early afternoon, and the beer and food tasting and musical entertainment will begin at approximately 4:00 p.m. and conclude by approximately 7:00 p.m.

Food
The event will be used to showcase signature food items prepared and provided by locally owned and operated restaurants. Restaurateurs with experience pairing food items that pair well with alcoholic beverages will be the preferred choice to provide food service at the event. The goal is to cross promote local restaurant establishments that are most likely to appeal to the event audience so that the local business may realize greater brand awareness as a result of participating in the event.

Should there be a lack of interest or desirable options available locally, other vendors providing quality food items deemed suitable for the event will be considered. Service clubs, church groups, and other not-for-profit organizations that offer food items as a fundraiser for their organization are not necessarily the targeted food vendors for this event.

The food vendors permitted to provide food service and the types of foods to be offered at each event will be at the discretion of the event organizers. The event organizers will identify food vendors that may be suitable for the scale, location, and budget defined for the event and come to a consensus on the appropriateness of a particular vendor before any entity is contracted to offer food service.

**Drink**

The event will include a variety of beer offered in sample serving sizes. The event organizers will secure the beer through wholesale distributors and will determine the beer options best suited for the event.

**Other**

The event will require a temporary liquor license and modest equipment rentals, advertising, portable restrooms, portable barricades, and other incidental items.

**Sponsorships**

The goal is secure sponsorships that will allow the event expenses to be revenue neutral and all ticket sale proceeds to be directed to the item or cause of the event organizers’ choosing.

Sponsorship levels include: Brewery $2,500, Barrel $1,000, Keg $500, Case $250, 6-Pack $100
RESOLUTION NO. R-63-15

A RESOLUTION AUTHORIZING A THREE YEAR LEASE WITH PIQUA YOUTH BASEBALL AND SOFTBALL ASSOCIATION (PYBSA)

WHEREAS, the City has leased the baseball fields and concession stand at Pitsenbarger Park to the Piqua Youth Baseball and Softball Association (PYBSA) with the last lease having expired; and

WHEREAS, the PYBSA desires to renew the lease, benefitting the youth of the City of Piqua; and

WHEREAS, the City desires to lease the baseball fields and concession stand for a period of three years.

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

SECTION 1. The City Manager is hereby authorized to enter into a Lease in substantially the same form as attached Exhibit A with the Piqua Youth Baseball and Softball Association (PYBSA) for the use of the soccer fields at Pitsenbarger Park.

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

________________________________
LUCINDA L. FESS, MAYOR

PASSED: ______________________________

ATTEST: ______________________________
REBECCA J. COOL
CITY COMMISSION CLERK
CITY OF PIQUA
LEASE

The City of Piqua, Ohio, the Lessor, in consideration of the rents and covenants herein after stipulated to be paid and performed by the Piqua Youth Baseball and Softball Association of Piqua, Ohio, the Lessee, does hereby grant, demise, let and lease unto the said Lessee, the premises described as the baseball fields and concession stand located at Pitsenbarger Park.

To have to hold the same with the appurtenances, unto the said Lessee for and during a term of three (3) years from the first day of March, 2015 until the last day of February, 2018.

Yielding and paying therefore, during the term aforesaid, the yearly rent of One Dollar ($1.00) payable in advance, on the first day of March each year of this lease. The Lease payment shall be payable to the Lessor at the Piqua Municipal Complex, 201 West Water Street.

And said Lessee does hereby covenant and agree with said Lessor as follows:

1. That the Lessee will pay said rent in the manner aforesaid.

2. That the Lessee will use and occupy said premises in a careful, safe and proper manner and will indemnify and hold the City, its officers, employees, agents and volunteers harmless from any liability growing out of the use of said premises by said Lessee. All participants and Piqua Youth Baseball and Softball Association activities shall sign a release and waive all claims against the City, its officers, employees, agents and volunteers.

3. That said Lessee will not use or occupy said premises for any purpose other than for use of promotion of the Piqua Youth Baseball and Softball Association program in the City of Piqua and shall have use of said premises for only so long as they maintain the Piqua Youth Baseball and Softball Association program.

4. That the Lessee may have full control and use of said premises for the duration of the contract. That anyone using said premises without the written consent of the Lessee or Lessor is in violation of the said premises and that either party will have the right to remove said violators from the premises. That the Piqua Youth Baseball and Softball Association retain the approval of the city to construct gates on all of the baseball fields under this lease. Also, the Piqua Youth Baseball and Softball Association shall be given approval to place locks on gates to keep better control of the play on these fields and shall leave at least one (1) field unlocked for public use if field conditions and required maintenance of said fields permit unregulated use.

Any fences constructed on the property shall be deemed fixtures and shall remain with the land upon termination of this Lease unless Lessor permits the removal of any fencing.
5. That any failure of the Lessor to enforce rights or seek remedies upon any default of the Lessee with respect to the obligations of the Lessee hereunder, or any of them, shall not prejudice or affect the rights or remedies of the Lessor in the event of any subsequent default of the Lessee.

6. Tenant will keep the interior and exterior of the Leased Premises in a safe, clean and orderly state at all times and will not store any refuse, trash, toxic or hazardous materials or wastes in or around the structures or on the Premises. The Lessee will ensure restrooms are kept safe and clean during their events and will inform the Lessor of any maintenance needs. Lessor will provide a dumpster.

7. The Lessee agrees to accept the Premises in its present "as-is" condition and shall maintain the leased premises in a safe condition at all times. Lessee shall have the right to install, attach, affix or otherwise place in or upon the premises any and all structures, appurtenances, equipment and signs deemed by it to be necessary for its proper use of the Leased Premises provided conformance with all applicable laws and regulations; provided, however, that Lessee shall make no exterior alterations which attach, affix or deface the exterior of the Premises without the prior approval of Lessor, which approval shall not unreasonably be withheld.

Lessor agrees to provide water, wastewater and electric service to Lessee at no charge. Lessor also agrees to repair/replace any exterior lighting fixtures for ball fields and security with like or similar fixtures at no charge. No third party shall repair or perform any work on the ball field lighting fixtures w/o the City’s prior approval. If appropriations permit, Lessor will assist in maintaining and repairing the concession stand building identified in Exhibit A and possessing the address of 1517 South Street for utility billing purposes. The Lessor will also assist in the maintenance of ball field fencing. All other structures, facilities and equipment are the responsibility of the Piqua Youth Baseball and Softball Association. The Lessee will submit written request for assistance with the maintenance and repair for the building at least three weeks in advance for minor repairs and by July 1st of each year for the following calendar year for any major repairs and renovations. The submittals of requests for major repair and renovations will not necessarily guarantee the receiving of appropriations for work desired but will serve as input for the preparation and execution of the Lessor’s annual operating and capital budgets for the following year. Lessee shall maintain insurance to provide coverage for loss or damage to any of its property stored or kept on the leased premises. Lessee shall indemnify Lessor for any negligence of maintenance of said premises.

In the event of termination or expiration of this lease, any or all said improvements, structures, appurtenances, equipment and/or signs affixed to the structures and Premises may, at City’s sole option, be considered abandoned by the Lessee and become the property of the City.
8. Lessor shall not be responsible for any damage or loss to Lessee’s property located on the leased premises. All fixtures installed by Lessee and all equipment, stock, supplies and all personal property of any kind or description whatsoever in the Leased Premises belonging to Lessee, shall be at Lessee's sole risk and City shall not be liable for any damage done to or loss of such property or loss suffered by the business or occupation of Tenant regardless of the cause of such damage or loss, unless City's employee, agents or independent contractors negligence was the sole proximate cause of such damage or loss.

9. The Lessee agrees to assume full responsibility of operating a youth baseball and softball program for the City of Piqua which includes all administration, staffing, concessions and field and structure maintenance.

10. That the Lessee, shall not assign this lease or in any manner sublet the premises: Lessee may enter into field use agreements with local youth baseball or softball organizations, which share or reimburse Lessee expenses for maintaining or operating the premise through cash or in-kind contributions, with permission of the City Manager or designee.

11. Lessor shall have the right to have access to the Leased Premises at reasonable times and for reasonable purposes and to utilize the Leased Premise for public events, subject to availability of the facility, at no cost to the City and without liability to Lessee.

12. That the Lessee agrees to obtain insurance for the protection of the City and the Lessee and to the satisfaction of the City Manager for not less than One Million ($1,000,000) per claim and Three Million ($3,000,000) per incident and the Lessee file a Certificate of Insurance with the City on an annual basis as the coverage is placed each year. Lessor, its employees, agents, volunteers, all boards, commissions, and/or authorities and board members, including employees, agents and volunteers thereof shall be an additional insured and the Certificate shall state that this insurance coverage shall serve as Primary to the Additional Insureds and not contributing with any other insurance or self-insurance available to the Additional Insureds. The limits of liability shall be adjusted as needed during the term of the Lease by agreement of the Lessor and Lessee and in conformity with the then prevailing custom of insuring liability in the State of Ohio. Lessee agrees to cause each insurance policy carried by Lessee insuring Lessee’s property against loss by fire or causes covered by the standard extended coverage endorsements to be written in a manner so as to provide that the insurance company waives all right of recovery by way of subrogation against Lessor for any loss or damage covered by such policy. Lessor shall not be liable to the Lessee or any other party for any loss or damage caused by fire or any or the risks enumerated in the standard extended coverage endorsement.

13. It is an essential term of this Lease that Lessee demonstrate responsible use of the funds and facilities entrusted to them by the community. Therefore the
Lessee will have a professional financial audit performed annually and provide Lessor with a copy of the findings.

14. Lessor may appoint an oversight committee to ensure the terms of the Lease are being met. Lessor may terminate this Agreement should Lessee violate any of the provisions contained herein. It is an essential term of this Agreement that Lessee provide a safe and family friendly environment at all times and failure to do so is cause for immediate termination of this Agreement.

* Provided, however, if said Lessee shall fail to keep and perform any of the covenants, agreements, provisions, terms or conditions of this lease, on the part of the Lessee to be kept and performed, or if said Lessee shall abandon or vacate said premises during the term hereof, or if said Lessee shall make an assignment for the benefit of creditors, or if the interest of said Lessee in said premises shall be sold under execution of the other legal process, it shall be lawful for said Lessor to enter as if this lease had not been made, and thereupon this lease and everything herein contained on the part of said Lessor to be done and performed shall cease, determine and be utterly void; without prejudice, however, to the Lessor’s right of action for breach of covenant. The commencement of a proceeding or suit in forcible entry and detainer or in ejectment, or otherwise, after any default by the Lessee, shall be equivalent, or otherwise, after any default by the Lessee, shall be equivalent in every respect to actual entry by the Lessor.

IN WITNESS WHEREOF, Landlord and Tenant have hereunto executed this Lease as of the _________ day of _______, 2015.

WITNESS:      Lessor:
City of Piqua

____________________________ By:____________________________
Gary A. Huff, City Manager

Date: _______________________________

WITNESS:      Lessee:
Piqua Youth Baseball Association
President

____________________________

Date: _______________________________
APPROVED AS TO FORM:

_____________________________________
Stacy Wall
Law Director
RESOLUTION NO.  R-64-15
REVISED 4/7/2015

A RESOLUTION AWARDING A CONTRACT TO CONSOLIDATED
FABRICATORS FOR THE PURCHASE OF AN EXHAUST
AND INLET SYSTEM FOR #9 GAS TURBINE

WHEREAS, the Power System owns, maintains and operates two combustion turbines
as back-up power sources for Piqua electric customers.

WHEREAS, the continued operation of these units provide significant financial benefit to
Piqua electric customers.

WHEREAS, #9 gas turbine is in need of a new exhaust and inlet system to operate.

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

SEC. 1: A contract for said exhaust and inlet system is hereby awarded to
Consolidated Fabricators as the best, responsible proposer and the City Manager is hereby
authorized to execute a contract with said proposer pursuant to contract specifications.

SEC. 2: The Finance Director 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 $331,000.

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

LUCINDA L. FESS, MAYOR

PASSED: __________________

ATTEST: __________________
REBECCA J. COOL
CLERK OF COMMISSION
## Commission Agenda
### Staff Report

<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>APRIL 7(^{th}), 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A RESOLUTION AWARDING A CONTRACT TO CONSOLIDATED FABRICATORS FOR THE PURCHASE OF AN EXHAUST AND INLET SYSTEM FOR #9 GAS TURBINE</td>
</tr>
</tbody>
</table>
| SUBMITTED BY | Name & Title: Bob Bowman, Asst. Power System Director  
Department: Power System |
| AGENDA CLASSIFICATION | ☒Consent |
| | ☐Ordinance |
| | ☒Resolution |
| | ☐Regular |
| APPROVALS/REVIEWS | ☒City Manager  
Asst. City Manager/Finance |
| | ☒Asst. City Manager/Development  
Law Director |
| | ☒Department Director; Ed Krieger  
Other: Energy Board |
| BACKGROUND | The Power System owns and operates two combustion gas turbines. As a capacity resource bid into the PJM Regional Transmission Organization, they provide a significant economic benefit to Piqua customers effectively saving our customers over $1,000,000 annually. In addition, the gas turbines can be black-started and are able to serve over half of the City’s electric load, should the need arise. Our agreement with PJM, through American Municipal Power (AMP), requires an annual full load test to verify that the gas turbines are capable of generating. Failure to comply, when requested, results in significant financial penalty to the City though forfeiture of accrued savings.

The option to not repair #9 gas turbine will subject the City’s electric customers to higher electric costs and eliminate the possibility of backing up the City’s power supply with our own generation resource.

#9 Gas turbine is a 1966 16.5 Megawatt Westinghouse 191 combustion turbine, purchased "used" by the Power System in 1987. The existing exhaust plenum and inlet ductwork has performed well but has reached a point where its replacement is badly needed.

The Power System is familiar with Consolidated Fabricators a division of Braden manufacturing as they provided the new exhaust and diffuser for the #8 gas turbine rebuild. Consolidated Fabricators is the world leader in the design and fabrication of critical systems for gas turbines. With over 40 years of experience, they have established themselves as the most trusted name in the gas turbine industry.
<table>
<thead>
<tr>
<th><strong>BUDGETING AND FINANCIAL IMPACT</strong></th>
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<tbody>
<tr>
<td>Budgeted $:</td>
<td>$400,000</td>
</tr>
<tr>
<td>Expenditure $:</td>
<td>$331,000</td>
</tr>
<tr>
<td>Source of Funds:</td>
<td>Power System (190-3313)</td>
</tr>
<tr>
<td>Narrative:</td>
<td>Included in the 2015 Power System budget is $400,000 for a new exhaust and inlet system for #9 GT. Resolution No. R-64-15 has a not to exceed price of $331,000.</td>
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<tr>
<th><strong>OPTIONS</strong></th>
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<tbody>
<tr>
<td>1.</td>
<td>Approve Resolution No. R-64-15 awarding a contract to Consolidated Fabricators for the purchase of an exhaust and inlet system for #9 GT.</td>
</tr>
<tr>
<td>2.</td>
<td>Do not approve Resolution No. R-64-15 and provide staff with further direction.</td>
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<tr>
<th><strong>PROJECT TIMELINE</strong></th>
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<tr>
<td></td>
<td>The Power System’s project timeline is to purchase the inlet and exhaust system in 2015. We will install this new system in spring of 2016 during our planned maintenance downtime.</td>
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<tr>
<th><strong>STAFF RECOMMENDATION</strong></th>
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<tbody>
<tr>
<td></td>
<td>Approve Resolution No. R-64-15 awarding a contract to Consolidate Fabricators for the purchase of an exhaust and inlet system for #9 GT.</td>
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<tr>
<th><strong>ATTACHMENTS</strong></th>
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<tbody>
<tr>
<td></td>
<td>Inlet &amp; Exhaust System Drawing</td>
</tr>
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</table>
Notes:

1. This drawing is for bid purposes only.
2. All dimensions are in inches and rounds.
3. All welding is per AWS and ASME latest standards.
4. Materials of Construction:
   1. Inlet system shell plate: 3/16" ASTM A36
   2. Inlet System Structure: ASTM A25
   3. Inlet Expansion Joint: Reinforced FPDW boot with 1 ga galvanized Raw Lin
   4. Cleaning and Painting: All carbon steel surfaces are to be blasted to SSPC SP 6 commercial blast and painting inside and outside with one coat of Inorganic zinc-rich primer to a 3-mil gilt.
   5. Exhaust System Duct Sheet Plates: 1/4" ASTM A240-409
   6. External Hangers: ASTM A36
   7. Internal supports ASTM A316 GB
   8. Exhaust Expansion Joint: Teflon laminate outer belt with ceramic and wire cloth reinforced inner bolster bag.
   9. Cleaning and Painting: All carbon steel surfaces are to be blasted to SSPC SP 10 commercial blast and painting inside and outside with one coat of silicone aluminum paint to a 3-5 mil.
5. All external fixtures are to be field welded.
6. Field assembly kit includes gaskets and hardware for assembling the ducts. The kit does not include flashing components for closing the inlet or exhaust penetrations to the gas turbine building.
7. The inlet system is to be field welded to the existing support beams.
8. The inlet and exhaust systems are supplied as in-line replacements with no acoustical performance guarantees.
A RESOLUTION AUTHORIZING A PURCHASE ORDER TO FRANKLIN EQUIPMENT LLC FOR THE PURCHASE OF A NEW WHEEL LOADER FOR THE PUBLIC WORKS DEPARTMENT

WHEREAS, the Piqua Public Works Department desires to purchase a new wheel loader;

WHEREAS, the City of Piqua provided for the purchase of a new wheel loader in the 2015 budget appropriations;

WHEREAS, the formal bid document was properly advertised and opened on March 19, 2015 and the bid results are shown on Exhibit “A” attached hereto;

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

SEC. 1: A purchase order is hereby authorized to Franklin Equipment LLC for the purchase of a new wheel loader according to the bid received;

SEC. 2: The Finance Director certifies funds are available and is hereby authorized to draw her warrants from time to time from the Parks Fund (Fund 105) in the amount of $62,559.45 using the appropriate account of the city treasury in payment according to contract terms;

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

____________________________
LUCINDA L. FESS, MAYOR

PASSED: ______________________

ATTEST: ______________________
REBECCA J. COOL
CLERK OF COMMISSION
A RESOLUTION AUTHORIZING A PURCHASE ORDER FOR FRANKLIN EQUIPMENT LLC FOR THE PURCHASE OF A NEW WHEEL LOADER FOR THE PUBLIC WORKS DEPARTMENT

Name & Title: Doug Harter, Public Works Director
Department: Public Works Department

The Public Works Department would like to purchase a 2015 Wheel Loader for the Parks Dept. We included several options such as, a salt spreader, snow blower, snow blade and narrowing kit. This will allow us to clean city sidewalks much more efficiently than we can now.

The loader will come with a heated/Ac cab. It has a high flow hydraulic system that will allow us to use turf and landscape attachments we have for our Bobcat. Some of the attachments we will utilize are the rock hound, soil conditioner, auger, asphalt planer for walking trail maintenance, grapple bucket, and loading forks. We will use this to maintain our playground mulch, for turf renovation and enhancements, planting trees, and other parks maintenance.

Budgeted $: $76,554.00 for the 2015 year
Expenditure $: $62,559.45
Source of Funds: 105-015-880-8805

1. Approve Resolution R-65-15 as presented.
2. Approve Resolution R-65-15 with changes.
3. Deny Resolution R-65-15 and offer staff an alternative.

Our new wheel loader would be ordered right away and delivery would be expected within 45 days. We would anticipate having the wheel loader before the end of May.
<table>
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<tr>
<th>STAFF RECOMMENDATION</th>
<th>We support the passage of this Resolution.</th>
</tr>
</thead>
<tbody>
<tr>
<td>ATTACHMENTS</td>
<td>Exhibit “A” – Bid Tabulation</td>
</tr>
</tbody>
</table>
City of Piqua, OH

Wheel Loader for the Parks Dept.
Opened 3/19/15 at 2:00 p.m.

Bid Tabulation for IFB #1510

<table>
<thead>
<tr>
<th>Optional equipment</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salt spreader</td>
<td>2,450.00</td>
</tr>
<tr>
<td>Snow blower</td>
<td>6,500.00</td>
</tr>
<tr>
<td>Snow blade</td>
<td>2,750.00</td>
</tr>
<tr>
<td>Narrowing kit</td>
<td>1,850.00</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>62,559.45</strong></td>
</tr>
</tbody>
</table>

Franklin Equipment
Groveport, OH

<table>
<thead>
<tr>
<th>Wheel Loader</th>
<th>$</th>
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<tbody>
<tr>
<td></td>
<td>49,009.45</td>
</tr>
</tbody>
</table>

Bid packages were sent to the following companies, but we did not receive a response from them:

Ohio CAT
1281 Brukner Dr.
Troy, OH 45373

Southeastern Equipment
P.O. Box 536
Cambridge, OH 43725

John Deere
Koenig Equipment
P.O. Box 549
Botkins, OH 45306
RESOLUTION NO. R-66-15

A RESOLUTION REPEALING RESOLUTION NOS. R-110-07 AND R-65-09
ESTABLISHING A NAMING POLICY FOR CITY STREETS AND FACILITIES

WHEREAS, in 2007, it was agreed that the City of Piqua would adopt a policy on
the naming of City streets and facilities; and

WHEREAS, in 2009, the City Manager was authorized to execute an
administrative policy on the naming of streets and facilities; and

WHEREAS, the recommendation for a street and facility naming policy was
made by an ad hoc Community Diversity Committee and later by the Community
Diversity committee, both of which no longer exist; and

WHEREAS; the policy on naming City streets and facilities is cumbersome and
impedes a timely process.

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

SEC. 1. Resolution No. R-110-7 related to adopting a naming policy for City streets
and facilities is hereby repealed in its entirety.

SEC. 2. Resolution No. R-65-09 related to adopting a naming policy for City streets
and facilities and the executed policy are hereby repealed in their entirety.

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

                      LUCINDA L. FEssel, MAYOR

PASSED: ______________________________

ATTEST: ______________________________

                      REBECCA J. COOL
                      CITY COMMISSION CLERK
RESOLUTION NO. R-110-07

A RESOLUTION RECOGNIZING DIVERSITY
IN THE CITY OF PIQUA

WHEREAS, the residents of Piqua, Ohio have long recognized the vital importance of diversity in the historical character of this community and having developed a long-standing tradition in caring and compassion since the arrival of the Randolph freedmen; and

WHEREAS, the city of Piqua, acknowledges the need to take a leadership role in eliminating historical patterns of bias and discrimination and expand the future growth of our community in offering everyone the right to live in dignity, respect and honor; and

WHEREAS, the city of Piqua desires to work with individuals and community organizations seeking the empowerment of all communities and encouraging their greater municipal participation in the decision making process; and

WHEREAS, the city of Piqua will seek to expand ownership identity of municipal properties in the future to those individuals belonging to groups that have traditionally been denied consideration; and

WHEREAS, the City of Piqua will embrace the philosophy of recognizing individual greatness through promoting equality of opportunity and encourage other public as well as private institutions to follow the principle.

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

SEC 1: The City shall adopt the following recommendations of the Ad Hoc Committee on Community Diversity:

A. A standing Committee on Community Diversity, of seven to nine members, representing the diversity of the Piqua Community, shall be appointed to monitor and advise the City Commission of the status of attainment of goals related to recognizing diversity in the community, and to assist the City, citizens and other interested parties of potential policies, programs and/or actions for recognizing and promoting diversity in the community. The committee shall issue periodic reports to the City Commission, making recommendations as appropriate.

B. The City Commission shall implement a policy for the naming of public streets and facilities that will encompass the following principles:
   a. Streets or municipal facilities, or any portion thereof, may be named without regard to residency requirements or other such artificial barriers.
b. Streets, or any portion thereof, may be dedicated in the honor of, or recognizing individuals by placement of signage or plaques in appropriate locations along the designated street.

c. That in the sale of municipal property with facilities naming possibility, the purchaser shall be informed of City policy and naming alternatives as they relate to the recognition of diversity in the community.

d. That in the annexation of land with development naming possibilities the petitioner shall be informed of City policy and naming alternatives as they relate to the recognition of diversity in the community.

C. The City of Piqua will lead an effort with local education institutions, local business and industry and other interested parties to develop mentoring and skill development programs aimed at reinforcing employability and financial literacy skills for success as outlined in the attached Exhibit A.

D. In order to measure the impact of programs to promote diversity in Piqua, the City will lead an effort in cooperation with Grow Piqua Now, the Chamber of Commerce and other interested parties to:

a. Establish a baseline of data about employers in the following areas:
   i. Percentage of African American employees
   ii. Percentage of Hispanic American employees
   iii. Percentage of Asian American employees
   iv. Percentage of women employees
   v. Percentage of women and minorities in management positions

b. Establish a five-year target for diversity in the workforce to meet or exceed current Census data;

c. Establish an Action Plan for achieving targets; and

d. Monitor and report progress toward target achievement.

SEC 2. This Resolution shall take effect and be in force from and after passage.

[Signature]
THOMAS D. HUDSON, MAYOR

PASSED: October 1, 2007

ATTEST: BECKY COOL
CLERK OF COMMISSION
Attachment A

Developing Employability and Financial Literacy Skills
For Success

- Through a program of mentoring and education, citizens will develop employability and financial literacy skills that follow them all through their lives.

- The skills necessary for employment, at basic, should include the development of strong speaking, listening and written communications, reading and basic math skills.

- The program should also stress problem solving, appropriate learning strategies, and decision-making skills.

- The characteristics of dependability and responsibility, along with a positive attitude toward employment will be stressed in this program.

- The appropriateness of dress to the occupation should be stressed.

- The program shall also stress skills necessary to the successful entrepreneur, such as; goal setting, discipline and time management and the development of a strong self-image.

- Mentoring by successful business persons and community leaders and job shadowing of business owners are among the strategies that will be used to promote entrepreneurial skills.
RESOLUTION NO. R-65-09

A RESOLUTION ADOPTING A PIQUA CITY POLICY
FOR THE NAMING OF CITY STREETS AND FACILITIES

WHEREAS, on July 7, 2009 the City of Piqua Community Diversity Committee accepted a Piqua City Policy for the naming of City Streets and Facilities attached hereto as Exhibit "A"; and

WHEREAS, the policy acknowledges the desire to recognize and honor outstanding public service by "naming" Piqua public facilities, which shall hereafter include streets, land and structures, in honor of individuals or organizations; and

WHEREAS, any proposed naming public facilities should be made in awareness of the City of Piqua's policy (Resolution No. R-110-07, passed October 1, 2007, attached hereto as Exhibit "B"; and

WHEREAS, the City's Diversity Policy Statement adopted by the Diversity Committee on September 30, 2008 attached hereto as Exhibit "C", defining diversity, shall guide the naming decision, the concepts of acceptance and respect must be applied when determining a name in order to promote diversity in determining a name of a public facility.

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 policy attached hereto as Exhibit "A" is hereby approved and the City Manager is hereby authorized to execute said Piqua City policy.

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

THOMAS D. HUDSON, MAYOR

PASSED: July 20, 2009

ATTEST: REBECCA J. COOL
CLERK OF COMMISSION
PIQUA CITY POLICY
NAMING OF CITY STREETS/FACILITIES

This policy acknowledges the desire to recognize and honor outstanding public service by "naming" Piqua public facilities, which shall hereafter include streets, land and structures, in honor of individuals or organizations.

It is important that the name of public facilities be easy for the general public to identify and locate, and not make identification or location more difficult.

Any proposed naming public facilities should be made in awareness of the City of Piqua's policy (Resolution No. R-110-7, passed October 1, 2007) regarding diversity in naming public facilities. It calls for the City to recognize the vital role of diversity in the community and the importance of working with and empowering its individuals and community organizations and encouraging their greater municipal participation in the decision making process.

Furthermore, the City's Diversity Policy Statement adopted by the Diversity Committee on September 30, 2008, defining diversity shall guide the naming decision – The concepts of acceptance and respect must be applied when determining a name in order to promote diversity in determining a name of a public facility. The following shall be the general policy of the City:

Consideration can be given to naming a facility for an individual, elected official, volunteer, group or organization based upon:

The benefit of the community, state or nation received from the positive work of the individual, elected official, volunteer or organization.

A facility should not be considered for naming for an elected or appointed official while that individual is still holding the office or position for which the honor is being bestowed.

Placing a dual name on a street with more than one address on it is not recommended due to the difficulties with legal issues, safety services' responses, post office and delivery services, and the multiple issues a business owner or homeowner must face with identification, records, stationary, etc. A second name also makes the prestige and honor of having a street named for that person or organization less than it should be.

Upon the naming of a facility, a small plaque or notice that informs the public as to the relationship and significance of the name to the facility shall be posted by the City. Any larger plaque or monument must be in conformance with all City Codes and either must be approved by the City Commission. The cost of the larger plaque or monument will be the responsibility of the individual or organization making the initial request (minus the City's cost for the standard plaque).

While Boards, citizens or organizations may propose the naming of a facility, final approval for the naming or renaming of all City facilities will rest with the Piqua City Commission.
Names to be avoided:

a. Names that are not appropriate to the aforementioned diversity and other parameters.

b. Names that have been used in the past.

c. Names that duplicate existing facilities in the area surrounding the City.

d. Similar sounding street names in the city and area, such as Lake Street and Lake Avenue or Eagles Way and Eagles Lane, or other facility names.

All name requests must be in conformance with City Codes and Ordinances.

**PROCESS FOR NAMING A PUBLIC FACILITY:**

1. **Application:** All requests, except those initiated though the City Subdivision process, shall be in writing to the City Manager’s Office along with a $50 non-refundable fee and shall contain the following information:
   
a. The proposed name

b. Reasons for the proposed name

c. Written documentation indicating broad community support for the proposed name. Amongst the documentation required should be a petition, which clearly states the request location, its current name, proposed name, individuals or group proposing the request, and the reason for the change and the significance and good reputation of the other person or organization in the City’s, State’s or Nation’s history. The request and petition shall be accompanied by five letters of recommendation from registered voters who are also residents of the City of Piqua. Such petition indicating support of the request should have:
   
a) In the case of a facility re-naming fifty-one (51%) percent of the property owners and residents of the street abutting the facility proposed in (Anything less than 51% does not imply automatic denial).
   
b) In the case of a facility naming, a sufficient number of the property owners and residents of the street abutting the facility proposed in the request sign and include their name, address and signature, thereby indicating broad support of the facility naming.
   
c) Description, including map, showing the location and boundaries of any public facility and if the facility is within a park, include a description and map of that park.
   
d) If proposing to rename a facility, justification for changing an established name.
   
e) If proposing to name a facility after a person, include documentation of that person’s significance and good reputation in the City’s. State’s or Nation’s history.

2. Upon receipt of a naming request by the City Manager’s Office and/or the Planning Commission, the proposal will be referred to the Committee on Community Diversity for its review and advice. Neighborhood Associations whose boundaries include the requested facility proposed for naming or renaming shall also be advised and their comments will be invited. In addition, the City Manager may seek comment from City Public Safety Code Officials.
3. The City Manager, or Planning Commission, in review of the request shall:
   a. Take into consideration the comments of the Committee on Community Diversity.
   b. Review the proposed request for its adherence to the policies of the City.
   c. Ensure that the supporting information has been authenticated, particularly when an individual’s name is proposed.
   d. Take into consideration the comments of the relevant neighborhood association(s).
   e. May convene a public meeting to gain additional information.

4. The City Manager and/or Planning Commission shall then refer to the City Commission for legislative action. In the case of a street being subject of the request, the request shall go to the Planning Commission for consideration before then being referred to City Commission for legislation action.

Accepted by Diversity Committee 7/7/09

Adopted by City Commission
RESOLUTION NO. R-110-07

A RESOLUTION RECOGNIZING DIVERSITY
IN THE CITY OF PIQUA

WHEREAS, the residents of Piqua, Ohio have long recognized the vital importance of diversity in the historical character of this community and having developed a long-standing tradition in caring and compassion since the arrival of the Randolph freedmen; and

WHEREAS, the city of Piqua, acknowledges the need to take a leadership role in eliminating historical patterns of bias and discrimination and expand the future growth of our community in offering everyone the right to live in dignity, respect and honor; and

WHEREAS, the city of Piqua desires to work with individuals and community organizations seeking the empowerment of all communities and encouraging their greater municipal participation in the decision making process; and

WHEREAS, the city of Piqua will seek to expand ownership identity of municipal properties in the future to those individuals belonging to groups that have traditionally been denied consideration; and

WHEREAS, the City of Piqua will embrace the philosophy of recognizing individual greatness through promoting equality of opportunity and encourage other public as well as private institutions to follow the principle.

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

SEC 1: The City shall adopt the following recommendations of the Ad Hoc Committee on Community Diversity:

A. A standing Committee on Community Diversity, of seven to nine members, representing the diversity of the Piqua Community, shall be appointed to monitor and advise the City Commission of the status of attainment of goals related to recognizing diversity in the community, and to assist the City, citizens and other interested parties of potential policies, programs and/or actions for recognizing and promoting diversity in the community. The committee shall issue periodic reports to the City Commission, making recommendations as appropriate.

B. The City Commission shall implement a policy for the naming of public streets and facilities that will encompass the following principles:
   a. Streets or municipal facilities, or any portion thereof, may be named without regard to residency requirements or other such artificial barriers.
b. Streets, or any portion thereof, may be dedicated in the honor of, or recognizing individuals by placement of signage or plaques in appropriate locations along the designated street.

c. That in the sale of municipal property with facilities naming possibility, the purchaser shall be informed of City policy and naming alternatives as they relate to the recognition of diversity in the community.

d. That in the annexation of land with development naming possibilities the petitioner shall be informed of City policy and naming alternatives as they relate to the recognition of diversity in the community.

C. The City of Piqua will lead an effort with local education institutions, local business and industry and other interested parties to develop mentoring and skill development programs aimed at reinforcing employability and financial literacy skills for success as outlined in the attached Exhibit A.

D. In order to measure the impact of programs to promote diversity in Piqua, the City will lead an effort in cooperation with Grow Piqua Now, the Chamber of Commerce and other interested parties to:

   a. Establish a baseline of data about employers in the following areas:
      i. Percentage of African American employees
      ii. Percentage of Hispanic American employees
      iii. Percentage of Asian American employees
      iv. Percentage of women employees
      v. Percentage of women and minorities in management positions

   b. Establish a five-year target for diversity in the workforce to meet or exceed current Census data;

   c. Establish an Action Plan for achieving targets; and

   d. Monitor and report progress toward target achievement.

SEC 2. This Resolution shall take effect and be in force from and after passage.

[Signature]

THOMAS D. HUDSON, MAYOR

PASSED:  

[Signature]

BECKY COOL
CLERK OF COMMISSION
Attachment A

Developing Employability and Financial Literacy Skills
For Success

- Through a program of mentoring and education, citizens will develop employability and financial literacy skills that follow them all through their lives.

- The skills necessary for employment, at basic, should include the development of strong speaking, listening and written communications, reading and basic math skills.

- The program should also stress problem solving, appropriate learning strategies, and decision-making skills.

- The characteristics of dependability and responsibility, along with a positive attitude toward employment will be stressed in this program.

- The appropriateness of dress to the occupation should be stressed.

- The program shall also stress skills necessary to the successful entrepreneur, such as; goal setting, discipline and time management and the development of a strong self-image.

- Mentoring by successful business persons and community leaders and job shadowing of business owners are among the strategies that will be used to promote entrepreneurial skills.
Committee on Community Diversity

Meeting Minutes

Tuesday, September 30, 2008
5:00 PM
Administrative Conference Room
Municipal Government Center

1. **Call Meeting to Order**

Terry Wright, Chairman for the Committee called the meeting to order at 5:10 P.M. Fred Enderle noted that Nicole K. Burton was unable to attend the meeting. Wright asked if anyone wanted to take minutes for the meeting. No one volunteered and Mr. Wright took the minutes for the meeting.

2. **Minutes**

The minutes from the August 26, 2008 Committee on Community Diversity meeting were reviewed. Upon motion made by Commissioner Vogt and seconded by Larry Hamilton, the minutes dated August 26, 2008 were unanimously approved and passed.

3. **Deputy Assistant City Manager Andy Burner Provides Information**

Andy Burner distributed information to the committee concerning a draft for discussion purposes (dated 9/30/2008) about the policy for the naming of City facilities & streets. Mr. Burner stated that the committee should be aware of Resolution No. R-110-07 passed by the City of Piqua, which states: “This policy that has been drafted is purposely general in nature to allow flexibility to Commission at the time it may be naming a facility. It was also noted that this policy is reflective of the work to date of the City Diversity Committee and City legislation on diversity.”

Burner noted that, generally, there wasn't a whole lot of information available on the topic and that most of the information he obtained was from a policy in current use by Troy, Ohio.

Andy Burner discussed the difficulties, he was made aware of through his research, concerning dual name designations for streets. Burner said that he had learned that dual names interfere with emergency services and diminishes the contributions by both individuals named for the streets. Fred Enderle concurred.
Discussion followed concerning the dual naming of streets. Larry Hamilton asked how it had been handled in other communities.

City Manager Enderle suggested that a portion of a street could be declared in memory of someone without changing the name of the street and causing confusion to emergency services.

Larry Hamilton stated that the process of implementing a dedicated memorial area or re-naming of streets was outlined in the original Ad-Hoc Committee of Community Diversity's work. Fred said that he would see that that information was included in any memorial dedication or street re-naming process and proposal, from the Community Diversity Committee, which would go before the Piqua City Commission for approval.

4. **Deputy Assistant City Manager Andy Burner Discusses McCulloch Memorial Efforts**

Andy informed the committee concerning what had been completed so far toward the naming of the McCulloch Memorial in front of the Fort Piqua Plaza. Discussion followed concerning the exact location for the naming of the area. Mr. Enderle said that he had suggested the entire area in front of the Fort Piqua Plaza including the boulevard separating High Street from Market Street, but also included the High and Market streets area. Hamilton noted that those boundaries sounded as if there were a revision to the idea of ownership identity to the square.

Fred stated that perhaps a federal historical landmark dedication was possible and they would know that after contacting the state.

Mr. Hamilton asked if the committee members shouldn't consider diversity along with re-naming? Larry said that the street naming policy should consider, within the naming process, the naming of persons who were more specific toward meeting the criteria for the street naming process. This comment was the result of the "elected official, volunteer, or organization" indication on the sample draft for discussion purposes of the policy for the naming of City facilities & streets proposal submitted by Andy Burner during this meeting. Mr. Hamilton suggested that the word "individual" be placed in the criteria. The committee members agreed. Mr. Enderle stated that he would have the revision draft of the policy by the next meeting after adding the already completed Ad-Hoc Committee's information.

Mr. Burner discussed the dedication ceremony for Congressman McCulloch. Andy spoke of important significant historical events in Civil Rights' legislation as possible dedication dates for Congressman McCulloch's memorial dedication. Andy stated that he had been in contact with the McCulloch family members and those who had worked with Congressman McCulloch as possible speakers for the dedication. Andy asked that members from the Committee on Community
Diversity serve on a larger McCulloch Memorial Dedication Committee. Hamilton volunteered. Gordon Wise and his wife would discuss the matter and possibly be agreeable to serving on that committee.

Mr. Burner asked Terry Wright to contact Jim Oda, Director of Piqua's Flesh Public Library, to see if he would serve on that special memorial committee. Terry agreed to contact Mr. Oda for that purpose.

5. Defining Diversity Committee's Definition

Mr. Enderle said that the Ad-Hoc Committee of the Diversity Committee had defined diversity to agree with the definition of the statement. That statement should be placed into the charge statement and placed within the mission statement for the commissioner's approval.

Mr. Wise suggested the diversity of thought be added to the mission statement. Hamilton said that by adding "thinking and knowing" to the definition, he was worried that trivialities were being included which would make the statement too broad. Discussion followed.

Mr. Wise made a motion to add "of thinking and of knowing" to the meaning of diversity statement. That sentence then reads: "Understanding that diversity includes not only ways of being, but also ways of thinking and of knowing." Vogt second the motion. Motion carried. The roll call vote was as follows: Yea: Wise, Vogt, Enderle, Wright, and Helen Cuff; Nay: Hamilton; Absent: Burton.

The full terminology for the meaning of diversity as understood by the Committee on Community Diversity now reads: "The concept of diversity encompasses acceptance and respect. It means understanding that each individual is unique, and recognizing our individual differences. Practicing mutual respect for qualities and experiences that are different from our own. Understanding that diversity includes not only ways of being, but also ways of thinking and of knowing. Recognizing that personal, cultural and institutionalized discrimination creates and sustains privileges for some while creating and sustaining disadvantages for others. Building alliances across differences so that we can work together to eradicate all forms of discrimination."

The Committee on Community Diversity then, upon motion made by Mr. Wise to accept the amended form of terminology as the defined meaning of diversity as understood by the Committee on Community Diversity. This motion was seconded by Commissioner Vogt. Roll Call vote was as follows: Yea: Wise, Vogt, Cuff, Enderle and Wright; Nay: Hamilton; Absent: Burton.
5. **Update on Contact for Two Additional Potential Members if Approved by City Commissioners**

Mr. Hamilton said that he had contacted Leah Freed, a Piqua teacher, who was interested in serving on the Committee on Community Diversity. Mr. Enderle said to invite Freed to the next Community Diversity meeting.

Mr. Wright said that he had tried to contact Dr. Mansur Zarrabay, but he was out of town. (Since the Sept. 30, 2008 meeting Wright spoke with Dr. Zarrabay who is also interested in possibly serving on the Committee on Community Diversity.)

6. **Next Meeting**

The next meeting for the Committee on Community Diversity will be held on October 21, 2008 at 5 p.m. at the City Administrative Conference Room located on the 2nd floor of the Piqua Municipal Government Complex.

7. **Adjourn**

Upon motion made by Commissioner Vogt and seconded by Mr. Hamilton the meeting was adjourned.

Respectfully submitted,

Terry Wright, Chairman
RESOLUTION NO. R-67-15

A RESOLUTION AWARDING A CONTRACT
TO GRISSOM CONSTRUCTION, LLC FOR
THE SIDEWALK ADA COMPLIANCE
PROGRAM

WHEREAS, on January 6, 2015, this Commission passed Resolution No. R-6-15 authorizing the City Purchasing Analyst to advertise for bids, according to law, for the Sidewalk ADA Compliance Program; and

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

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

SEC. 1: A contract is hereby approved with Grissom Construction, LLC as the lowest, responsible bidder for the Sidewalk ADA Compliance Program and the City Manager is hereby authorized to execute a contract with said bidder pursuant to contract specifications.

SEC. 2: The Finance Director certifies that funds are available and is hereby authorized to draw her warrant from time to time on the appropriate account of the city treasury in payment according to contract terms, not exceeding a total of $95,000.

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

________________________________________
LUCINDA L. FESS, MAYOR

PASSED: ______________________________

ATTEST: ___________________________
REBECCA J. COOL
CLERK OF COMMISSION
# Commission Agenda
## Staff Report

<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>April 7, 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A Resolution awarding a contract to Grissom Construction, LLC for the Sidewalk ADA Compliance Program.</td>
</tr>
<tr>
<td>SUBMITTED BY</td>
<td>Name &amp; Title: Amy L. Havenar, P.E., City Engineer</td>
</tr>
<tr>
<td></td>
<td>Department: Engineering</td>
</tr>
<tr>
<td>AGENDA CLASSIFICATION</td>
<td>☒ Consent ☐ Ordinance ☒ Resolution ☐ Regular</td>
</tr>
<tr>
<td>APPROVALS/REVIEWS</td>
<td>☒ City Manager ☐ Asst. City Manager/Finance</td>
</tr>
<tr>
<td></td>
<td>☐ Asst. City Manager/Development ☐ Law Director</td>
</tr>
<tr>
<td></td>
<td>☐ Department Director ☐ Other:</td>
</tr>
<tr>
<td>BACKGROUND</td>
<td>On March 30, 2015, four bids were received for the Sidewalk ADA Compliance Program (see attached Exhibit A). In general, the work will consist of the replacement of 23 catch basins and the installation of 26 ADA compliant handicap ramps at intersections along the streets to be resurfaced as a part of the 2015 Street Resurfacing Program.</td>
</tr>
<tr>
<td>BUDGETING AND FINANCIAL IMPACT</td>
<td>Budgeted $: $120,000 - Engineer’s Estimate</td>
</tr>
<tr>
<td></td>
<td>Expenditure $: $95,000 (includes 10% contingency)</td>
</tr>
<tr>
<td></td>
<td>Source of Funds: Street Funds and Storm Water Funds</td>
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<tr>
<td></td>
<td>Narrative: This resolution includes a 10% contingency for items of work which may be required which are not included in the original plans and specifications.</td>
</tr>
<tr>
<td>OPTIONS</td>
<td>1. Approve the resolution and complete our 2015 Sidewalk ADA Compliance Program.</td>
</tr>
<tr>
<td></td>
<td>2. Do not approve the resolution and do not complete the handicap ramp installation and ultimately, do not complete the 2015 Street Resurfacing Program.</td>
</tr>
<tr>
<td>PROJECT TIMELINE</td>
<td>The work will begin as soon as possible and has a completion date of June 12, 2015.</td>
</tr>
<tr>
<td>STAFF RECOMMENDATION</td>
<td>Approve the resolution to allow for the completion of the Sidewalk ADA Compliance Program</td>
</tr>
<tr>
<td>ATTACHMENTS</td>
<td>Bid Tabulation (Exhibit A)</td>
</tr>
<tr>
<td>Item</td>
<td>Description</td>
</tr>
<tr>
<td>------</td>
<td>-------------</td>
</tr>
<tr>
<td>202</td>
<td>CONCRETE WALK REMOVED - SF</td>
</tr>
<tr>
<td>202</td>
<td>CURB REMOVED, CITY OF PIQUA TYPE 1 &amp; TYPE 2 - LF</td>
</tr>
<tr>
<td>202</td>
<td>CURB REMOVED, TYPE 6 - LF</td>
</tr>
<tr>
<td>202</td>
<td>CATCH BASIN REMOVED, TYPE 1 - EACH</td>
</tr>
<tr>
<td>611</td>
<td>CATCH BASIN REPLACED, CITY OF PIQUA TYPE 1, W/ TYPE #1 CURB BACK, TYPE R GRATE - EACH</td>
</tr>
<tr>
<td>611</td>
<td>CATCH BASIN REPLACED, CITY OF PIQUA TYPE 1, W/ TYPE #2 CURB BACK, TYPE R GRATE - EACH</td>
</tr>
<tr>
<td>608</td>
<td>CONCRETE WALK, AS PER PLAN - SF</td>
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<tr>
<td>611</td>
<td>CATCH BASIN REPLACED, CITY OF PIQUA TYPE 6, W/ TYPE #6 CURB BACK, TYPE R GRATE - EACH</td>
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<tr>
<td>608</td>
<td>CAST IRON CURB RAMP W/ TRUNCATED DOMES, AS PER PLAN - EACH</td>
</tr>
<tr>
<td>609</td>
<td>CITY OF PIQUA TYPE 1 CURB - LF</td>
</tr>
<tr>
<td>609</td>
<td>CITY OF PIQUA TYPE 2 CURB - LF</td>
</tr>
<tr>
<td>614</td>
<td>TRAFFIC CONTROL - LUMP</td>
</tr>
<tr>
<td><strong>BASE BID TOTAL</strong></td>
<td></td>
</tr>
</tbody>
</table>
RESOLUTION NO. R-68-15

A RESOLUTION REQUESTING FINAL LEGISLATION TO
ENTER INTO AN AGREEMENT WITH THE OHIO DEPARTMENT
OF TRANSPORTATION (ODOT) FOR THE CR 25A PHASE III
RECONSTRUCTION PROJECT

WHEREAS, on 15th day of February, 2011; the LPA enacted legislation
proposing cooperation with the Director of Transportation for the described project:

The project consists of the construction and widening of CR 25A, including turn
lanes, curb and gutter, shared use path and closed drainage, lying within the City
of Piqua; and

WHEREAS, the LPA shall cooperate with the Director of Transportation in the
above, described project as follows:

The City agrees to assume and bear one hundred percent (100%) of the entire
cost of the improvement, less the amount of Federal-aid MVRPC funds set aside
by the Director of Transportation for the financing of this improvement from funds
allocated by the Federal Highway Administration, U.S. Department of
Transportation.

The share of the cost of the LPA is now estimated in the amount of Six Hundred Ninety
Seven Thousand Four Hundred Twenty Six and - - - 00/100 Dollars, ($697,426.00) less
Ohio Public Works Commission grant (CKZ10) in the amount of Two Hundred Forty
Four Thousand Seven Hundred Forty Three and - - - 10/100 Dollars, ($244,743.10)
leaving a balance due of Four Hundred Fifty Two Thousand Six Hundred Eight Two and
- - - 90/100 Dollars ($452,682.90). For the purpose of this resolution, a 10% contingen-
cy has been added to the local share bringing the total to Four Hundred Ninety
Eight Thousand and - - - 00/100 Dollars ($498,000.00), but said estimated
amount is to be adjusted in order that the LPA’s ultimate share of said improvement
shall correspond with said percentages of actual costs when said actual costs are
determined; and

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

WHEREAS, The LPA desires the Director of Transportation to proceed with the
aforesaid highway improvement.
NOW, THEREFORE, be it resolved:

SEC. 1: That the estimated sum of Four Hundred Ninety Eight Thousand and - - - 00/100 Dollars ($498,000.00) is hereby appropriated for the improvement described above and the fiscal officer is hereby authorized and directed to issue an order on the treasurer for said sum upon the requisition of the Director of Transportation to pay the cost and expense of said improvement. We hereby agree to assume in the first instance, the share of the cost and expense over and above the amount to be paid from Federal funds. Said appropriated amount shall cover the estimated cost and any contingency for the actual dollar amount of the Project, which will be based upon advertised bids received.

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

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

SEC. 4: That the LPA transmit to the Director of Transportation a fully executed copy of this Resolution. This is to certify that we have compared the foregoing copy of Resolution with the original record thereof, found in the record of the proceedings of the LPA, and which Resolution was duly passed by the LPA on the 15th day of February, 2011, and that the same is a true and correct copy of the record of said Resolution and the action of said LPA thereon.

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

____________________________
LUCINDA L. FESS, MAYOR

PASSED: _______________________

ATTEST: _______________________
REBECCA J. COOL
CLERK OF COMMISSION
### Commission Agenda
#### Staff Report

<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>April 7, 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A resolution requesting final legislation to enter into an agreement with the Ohio Department of Transportation (ODOT) for the CR 25A Phase III Reconstruction Project.</td>
</tr>
</tbody>
</table>
| SUBMITTED BY | Name & Title: Amy Havenar, P.E., City Engineer  
Department: Engineering |
| AGENDA CLASSIFICATION | ☑️Resolution  
☐Consent  
☐Ordinance  
☐Regular |
| APPROVALS/REVIEWS | ☑️City Manager  
☐Asst. City Manager/Finance  
☐Asst. City Manager/Development  
☐Law Director  
☐Department Director  
Other: |
| BACKGROUND | On February 15, 2011, City Commission passed a resolution authorizing the City Manager to enter into a preliminary agreement with ODOT for the CR 25-A Phase III Reconstruction Project. The City then engaged consultants to begin the detailed design, the environmental documents, and the right-of-way acquisition.  
The CR 25-A Phase III Reconstruction Project will consist of the reconstruction of CR 25-A from Looney Road to east of Indian Ridge Drive and will include new granular base, asphalt pavement, concrete curb & gutter, sidewalks, a multi-use path, and the installation of new storm sewer. Project also includes the adjustment of existing utilities where necessary. |
| BUDGETING AND FINANCIAL IMPACT | Budgeted $: $498,000  
Expenditure $: $498,000  
Source of Funds:  
- Local (103 Fund, Water Fund, Wastewater Fund & Storm Water Fund)  
- Ohio Public Works Commission Grant  
- FHWA Grant (MVRPC) |
| Narrative | The City has received funding from the Federal Highway Administration through the Miami Valley Regional Planning Commission in the amount of $2,800,000 for this project. We have also received $244,743.10 from the Ohio Public Works Commission.  
While the bids are not in yet for this project, the estimated construction cost at this time is approximately $3.5 million. Therefore, the estimated local portion of the project is approximately $498,000.00, which includes a |
10% contingency. If the actual bids come in higher, the local portion will increase. If the bids come in lower than the estimate, the local portion will decrease. Bids are due in on April 23, 2015.

<table>
<thead>
<tr>
<th>OPTIONS (Include Deny/Approval Option)</th>
<th>1. Approve the resolution to enter into an agreement with ODOT and complete the CR 25A Phase III Reconstruction Project.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2. Deny the resolution, return the money, and do not proceed with the project.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PROJECT TIMELINE</th>
<th>The construction is scheduled to begin in June of 2015 with completion by the end of 2015.</th>
</tr>
</thead>
<tbody>
<tr>
<td>STAFF RECOMMENDATION</td>
<td>Approval of the Resolution to enter into an agreement with ODOT to allow for the CR 25A Phase III Reconstruction Project to proceed.</td>
</tr>
<tr>
<td>ATTACHMENTS</td>
<td>Contract (Exhibit A)</td>
</tr>
</tbody>
</table>
EXHIBIT A

C O N T R A C T
(Chapter 5521, Ohio Revised Code)

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

WITNESSTH:

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

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

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

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

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

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

SECTION I:   RECITALS

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

SECTION II:   PURPOSE

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

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

SECTION IV: SCOPE OF WORK

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

The project consists of the construction and widening of CR 25A, including turn lanes, curb and gutter, shared use path and closed drainage, lying within the City of Piqua.

SECTION V: FINANCIAL PARTICIPATION

1. The STATE agrees to provide the necessary funds as enumerated in this section and allowed by law for the financing of this project.

2. The STATE may allocate the money contributed by the LPA in whatever manner it deems necessary in financing the cost of construction, right-of-way, engineering, and incidental expenses, notwithstanding the percentage basis of contribution by the LPA.

3. The total cost and expenses for the project are only an estimate and the total cost and expenses may be adjusted by the STATE. If any adjustments are required, payment of additional funds shall correspond with the percentages of actual costs when said actual costs are determined, and as requested, by the Director of Transportation.

4. The LPA agrees to pay to the STATE its share of the total estimated cost expense for the above highway project in the amount of Six Hundred Ninety Seven Thousand Four Hundred Twenty Six and - - - - 00/100 Dollars, ($697,426.00) less Ohio Public Works Commission grant (CKZ10) in the amount of Two Hundred Forty Four Thousand Seven Hundred Forty Three and - - - - 10/100 Dollars, ($244,743.10) leaving a balance due of Four Hundred Fifty Two Thousand Six Hundred Eighty Two and - - - - 90/100 Dollars, ($452,682.90).

5. The City agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement, less the amount of Federal-aid MVRPC funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U.S. Department of Transportation.

6. The LPA agrees to assume and bear One Hundred Percent (100%) of the cost of any construction items required by the LPA on the entire project, which are not necessary for the improvement, as determined by the State and Federal Highway Administration.

7. The LPA agrees that change orders and extra work contracts required fulfilling the construction contracts shall be processed as needed. The STATE shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.
SECTION VI: RIGHT-OF-WAY AND UTILITIES

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

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

   A. Arrangements have been or will be made with all utilities where facilities are affected by the described PROJECT, that the utilities have agreed to make all necessary removals and/or relocations to clear any construction called for by the plans of this PROJECT, and that the utilities have agreed to make the necessary removals and/or relocations after notification by the LPA or STATE.

   B. The LPA shall, at its own expense, make all removals and/or relocations of publicly-owned utilities which do not comply with the reimbursement provisions of the ODOT Utilities Manual. Publicly-owned facilities which do comply with the reimbursement provisions of the ODOT Utilities Manual will be removed and/or relocated at project expense, exclusive of betterments.

   C. The removals and/or relocation of all utilities shall be done in such a manner as not to interfere with the operation of the contractor constructing the PROJECT and that the utility removals and/or relocations shall be approved by the STATE and performed in accordance with the provisions of the ODOT Construction and Materials Specifications.

SECTION VII: ADDITIONAL PROJECT OBLIGATIONS

1. The STATE shall initiate the competitive bid letting process and award the PROJECT in accordance with ODOT's policies and procedures.

2. The LPA agrees:

   A. To keep said highway open to traffic at all times;
   B. To maintain the PROJECT in accordance with the provisions of the statutes relating thereto,
   C. To make ample financial and other provisions for such maintenance of the PROJECT after its completion;
   D. To maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the STATE and hold said right-of-way inviolate for public highway purposes;
E. To place and maintain all traffic control devices conforming to the Ohio Manual on Uniform Traffic Control Devices on the project in compliance with the provisions of Section 4511.11 of the Ohio Revised Code;

F. To regulate parking in accordance with Section 4511.66 of the Ohio Revised Code, unless otherwise controlled by local ordinance or resolution.

SECTION VIII: DISPUTES

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

SECTION IX: NOTICE

Notice under this contract shall be directed as follows:

City of Piqua
201 West Water Street
Piqua, Ohio 45356

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

SECTION X: FEDERAL REQUIREMENTS

1. In carrying out this contract, LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, or age. LPA will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, disability, or age. Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.

2. To the extent necessary under Ohio law, LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. LPA will, in all solicitations or advertisements for employees placed by or on behalf of LPA, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, or age. If applicable, the LPA shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
3. LPA agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. LPA shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the Contractor’s compliance with Title VI.

SECTION XI: GENERAL PROVISIONS

1. This contract constitutes the entire contract between the parties. All prior discussions and understandings between the parties are superseded by this contract.

2. Neither this contract nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.

3. Any change to the provisions of this contract must be made in a written amendment executed by both parties.

4. This contract and any claims arising out of this contract shall be governed by the laws of the State of Ohio. Any provision of this contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this contract or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that the STATE is a party to any litigation arising out of or relating in any way to this contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

5. All financial obligations of the State of Ohio, as provided in this contract, are subject to the provisions of Section 126.07 of the Ohio Revised Code. The financial obligations of the State of Ohio shall not be valid and enforceable unless funds are appropriated by the Ohio General Assembly and encumbered by the STATE. Additionally, it is understood that this financial obligation of the LPA shall not be valid and enforceable unless funds are appropriated by the LPA's legislative body.

6. This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.

7. LPA agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

SECTION XI: SIGNATURES

Any person executing this contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this contract on such principal behalf.
IN WITNESS THEREOF, the parties hereto have caused this contract to be duly executed in duplicate.

SEAL
(If Applicable)

OHIO DEPARTMENT OF TRANSPORTATION

Director of Transportation

Date

LOCAL PUBLIC AGENCY
City of Piqua

City Manager

Date

Approved:
Mike DeWine
Attorney General of Ohio

By:
Stephen H. Johnson
Chief, Transportation Section

Date:
RESOLUTION NO. R-69-15

A RESOLUTION AWARDING A CONTRACT TO
BARRETT PAVING MATERIALS, INC. FOR THE
2015 STREET RESURFACING PROGRAM

WHEREAS, on January 6, 2015, this Commission passed Resolution No. R-6-15 authorizing the City Purchasing Analyst to advertise for bids, according to law, for the 2015 Street Resurfacing Program; and

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

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

SEC. 1: A contract is hereby approved with Barrett Paving Materials, Inc. as the lowest, responsible bidder for the 2015 Street Resurfacing Program and the City Manager is hereby authorized to execute a contract with said bidder pursuant to contract specifications.

SEC. 2: The Finance Director certifies funds are available and is hereby authorized to draw her warrants from time to time on the appropriate account of the city treasury in payment according to contract terms, not exceeding a total of $365,000.

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

____________________________
LUCINDA L. FESS, MAYOR

PASSED: _______________________

ATTEST: _______________________
REBECCA J. COOL
CLERK OF COMMISSION
# Commission Agenda

## Staff Report

**MEETING DATE**
April 7, 2015

<table>
<thead>
<tr>
<th>REPORT TITLE (Should match resolution/ordinance title)</th>
<th>A Resolution awarding a contract to Barrett Paving Materials, Inc. for the 2015 Street Resurfacing Program.</th>
</tr>
</thead>
</table>
| SUBMITTED BY | Name & Title: Amy L. Havenar, City Engineer  
Department: Engineering |
| AGENDA CLASSIFICATION |  
☐ Consent  
☐ Ordinance  
☒ Resolution  
☐ Regular |
| APPROVALS/REVIEWS | ☒ City Manager  
☐ Asst. City Manager/Finance  
☐ Asst. City Manager/Development  
☐ Law Director  
☐ Department Director  
☐ Other: |
| BACKGROUND (Includes description, background, and justification) | On March 30, 2015, two bids were received for the 2015 Street Resurfacing Program (see attached Exhibit A).  
The streets in this year’s paving program include:  
1) Park from Sunset to Parkway  
2) Parkway from Westview to Sunset  
3) Wilshire from Britton to Westview  
4) Britton from Parkway to Westview  
5) Carol from Parkway to Westview  
Due to the favorable bid prices, the Alternate Bid will also be accepted which will include the resurfacing of Clifton from Sunset to Park and Dubois from Sunset to Parkway  
The resurfacing project will consist of the necessary roadway base repairs and the overlaying of the roadway with a new asphalt surface. The project will also include the placement of all new pavement markings within the project limits. |
| BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources) | Budgeted $: $360,000 for Base Bid  
Expenditure $: $365,000 Base Bid & Alternate Bid (includes 10% contingency)  
Source of Funds: Street Dept. (101 Fund) and Street Income Tax (103 Fund)  
Narrative: This resolution includes a 10% contingency for items of work which may be required which are not included in the original plans and specifications. |
<p>| OPTIONS (Include Deny /Approval Option) | 1. Approve the resolution and complete our 2015 Street Resurfacing Program. |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2.</td>
<td>Do not approve the resolution and do not complete street resurfacing this year.</td>
</tr>
<tr>
<td><strong>PROJECT TIMELINE</strong></td>
<td>It is anticipated that the street resurfacing will begin the middle of June, or once the 2015 Sidewalk ADA Compliance Project is completed. All of the work is anticipated to be complete by July 31, 2015.</td>
</tr>
<tr>
<td><strong>STAFF RECOMMENDATION</strong></td>
<td>Approve the resolution to allow for the completion of the 2015 Street Resurfacing Program.</td>
</tr>
<tr>
<td><strong>ATTACHMENTS</strong></td>
<td>Bid Tabulation (Exhibit A)</td>
</tr>
</tbody>
</table>
### Item List A - Base Bid

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Price</th>
<th>Extension</th>
<th>Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>253 - PAVEMENT REPAIR ROADWAY, 24&quot; WIDE by 6&quot; DEPTH, AS DIRECTED - SY - SY</td>
<td>200.00</td>
<td>$40.29</td>
<td>$8,058.00</td>
<td>$55.00</td>
<td>$11,000.00</td>
</tr>
<tr>
<td>407 - SPECIAL - TACK COAT, TRACKLESS @ 0.07 GAL / SY - GAL</td>
<td>2,504.00</td>
<td>$3.69</td>
<td>$9,239.76</td>
<td>$3.50</td>
<td>$8,764.00</td>
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<tr>
<td>448 - 1/2&quot; ASPHALT CONCRETE, SCRATCH COURSE TYPE 1, PG 64-22 - CY - CY</td>
<td>477.00</td>
<td>$137.25</td>
<td>$65,468.25</td>
<td>$131.10</td>
<td>$62,534.70</td>
</tr>
<tr>
<td>448 - 1 1/4&quot; ASPHALT CONCRETE, SURFACE COURSE TYPE 1, PG 64-22 - CY - CY</td>
<td>1,192.00</td>
<td>$137.25</td>
<td>$163,602.00</td>
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<td>$156,271.20</td>
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<tr>
<td>604 - STORM MANHOLE ADJUSTED TO GRADE - EA - EA</td>
<td>40.00</td>
<td>$350.00</td>
<td>$14,000.00</td>
<td>$375.00</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>604 - SANITARY MANHOLE ADJUSTED TO GRADE - EA - EA</td>
<td>40.00</td>
<td>$350.00</td>
<td>$14,000.00</td>
<td>$375.00</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>604 - WATER VALVE ADJUSTED TO GRADE - EA - EA</td>
<td>53.00</td>
<td>$99.75</td>
<td>$5,286.75</td>
<td>$45.00</td>
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<tr>
<td>614 - TRAFFIC CONTROL - LUMP - LUMP</td>
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<td>$10,862.05</td>
<td>$8,750.00</td>
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<td>600.00</td>
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<tr>
<td>644 - 24&quot; STOP BAR - LF - LF</td>
<td>216.00</td>
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<tr>
<td>644 - 6&quot; CROSSWALK LINE - LF - LF</td>
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<td>644 - 12&quot; CROSSWALK LINE - LF - LF</td>
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<td>644 - 4&quot; EDGE LINE - LF</td>
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<tr>
<td>644 - WORD SCHOOL 6 FT - EA - LF</td>
<td>3.00</td>
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<td>$900.00</td>
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<tr>
<td>644 - WORD SCHOOL 10 FT - EA - LF</td>
<td>1.00</td>
<td>$350.00</td>
<td>$350.00</td>
<td>$350.00</td>
<td>$350.00</td>
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<tr>
<td>666 - PRUNE EXISTING TREES, ALL SIZES - AS DIRECTED - EA - EA</td>
<td>1.00</td>
<td>$321.57</td>
<td>$321.57</td>
<td>$250.00</td>
<td>$250.00</td>
</tr>
</tbody>
</table>

**BASE BID TOTAL**

$296,657.54

$285,774.06

### Item List B - Alternate Bid

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Price</th>
<th>Extension</th>
<th>Price</th>
<th>Extension</th>
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<tbody>
<tr>
<td>253 - PAVEMENT REPAIR ROADWAY, 24&quot; WIDE by 6&quot; DEPTH, AS DIRECTED CONTINGENCY - SY</td>
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<td>$75.00</td>
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<td></td>
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</tr>
<tr>
<td>407 - SPECIAL - TACK COAT, TRACKLESS @ 0.07 GAL / SY - GAL</td>
<td>412.20</td>
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<tr>
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<td>604 - STORM MANHOLE ADJUSTED TO GRADE - EA</td>
<td>6.00</td>
<td>$375.00</td>
<td>$2,250.00</td>
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<td></td>
</tr>
<tr>
<td>604 - SANITARY MANHOLE ADJUSTED TO GRADE - EA</td>
<td>7.00</td>
<td>$375.00</td>
<td>$2,625.00</td>
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<td></td>
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<tr>
<td>604 - WATER VALVE ADJUSTED TO GRADE - EA</td>
<td>5.00</td>
<td>$45.00</td>
<td>$225.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>614 - TRAFFIC CONTROL - LUMP</td>
<td>1.00</td>
<td>$600.00</td>
<td>$600.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>644 - 6&quot; DOUBLE YELLOW CENTER LINE - LF</td>
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<td>644 - 24&quot; STOP BAR - LF</td>
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<td>$4.85</td>
<td>$266.75</td>
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<td></td>
</tr>
<tr>
<td>644 - 6&quot; CROSSWALK LINE - LF</td>
<td>66.00</td>
<td>$2.20</td>
<td>$145.20</td>
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<td></td>
</tr>
<tr>
<td>644 - 12&quot; CROSSWALK LINE - LF</td>
<td>173.80</td>
<td>$2.70</td>
<td>$469.26</td>
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<td></td>
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<tr>
<td>644 - 4&quot; EDGE LINE - LF</td>
<td>-</td>
<td>$0.65</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>644 - WORD SCHOOL 6 FT. - EA</td>
<td>1.00</td>
<td>$300.00</td>
<td>$300.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>644 - WORD SCHOOL 10 FT. - EA</td>
<td>-</td>
<td>$550.00</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>666 - PRUNE EXISTING TREES, ALL SIZES - AS DIRECTED - EA</td>
<td>-</td>
<td>$250.00</td>
<td>-</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**ALTERNATE BID TOTAL**

**NO BID**

$44,522.69

**TOTAL BASE BID + ALTERNATE BID**

$296,657.54 (Base Bid Only)

$330,296.75

---

2015 Street Resurfacing
Bid Tab
Exhibit A
RESOLUTION NO. R-70-15
A RESOLUTION GRANTING A UTILITY EASEMENT
TO THE CITY OF PIQUA

WHEREAS, the City of Piqua has been granted a certain portion of the real estate for a utility easement known as Part of Inlot 5594, further described as set forth in Exhibit A attached hereto; and

WHEREAS, the land referenced in Exhibit A will be utilized by the City to install a new storm water sewer pipe, and to vacate the pre-existing storm water ditch known as the West Interceptor to Echo Lake; and

WHEREAS, the subject land that is to grant a utility easement by the adjacent land owner is valued at approximately $8,530;

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 acquire said utility easement as described in Exhibit A to run with the life of the land and upon execution shall duly record said easement with the Miami County Recorder in an amount of $8,530, as determined by fair market value.

SEC. 2: The utility easement is necessary as determined by the Piqua Storm Water Department for the installation of the new storm sewer pipe.

SEC. 3: The Finance Director certifies and warrants that the funds are available no to exceed $8,530.

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

___________________________
LUCINDA L. FESS, MAYOR

PASSED: ______________________

ATTEST: ______________________
REBECCA J. COOL
CLERK OF COMMISSION
| MEETING DATE | April 7, 2015 |
| REPORT TITLE | A RESOLUTION GRANTING A UTILITY EASEMENT TO THE CITY OF PIQUA. |
| SUBMITTED BY | Devon Alexander, Storm Water Coordinator |
| Storm Water Department |
| AGENDA CLASSIFICATION | ☒ Consent | ☒ Ordinance | ☒ Resolution | ☐ Regular |
| APPROVALS/REVIEWS | ☒ City Manager | ☒ Asst. City Manager/Finance |
| ☒ Asst. City Manager/Development | ☒ Law Director |
| ☐ City Planner | ☐ Planning Commission |
| BACKGROUND | The requested utility easement will allow for the new storm sewer pipe to be located adjacent to the preexisting West Interceptor Ditch. Due to site location and lack of site access the new storm sewer pipe has to be installed through the property owner’s side yard, which runs along the wooded ditch area. This easement will grant us the necessary allotment of land need to install the pipe. |
| BUDGET/FINANCIAL IMPACT | Budgeted $: $8,530 |
| Expenditure $: $8,530 |
| Source of Funds: 411-000-175-1750 |
| Narrative: This utility easement will allow us to proceed with construction activities for the project. |
| OPTIONS | 1. Adopt the resolution to authorize the utility easement. |
| 2. Defeat the resolution and deny the utility easement. |
| PROJECT TIMELINE | April 7, 2015 Regular City Commission meetings. |
| STAFF RECOMMENDATION | Approve the proposed resolution. |
| ATTACHMENTS | 1. Resolution and Exhibit (A) attached |
UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Thomas F. York, hereinafter referred to as Grantor, in consideration of the sum of Eight Thousand Five Hundred Thirty Dollars ($8,530.00) and all other good and valuable consideration, paid to it by THE CITY OF PIQUA, OHIO, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the City of Piqua, Ohio, hereinafter referred to as Grantee, its successors and assigns forever a storm sewer and drainage easement for the purpose of storm water discharge, including all appurtenances and connections with the right to construct, maintain, repair, use and remove the storm sewer, in which, said easement is described as follows:

Situated in the City of Piqua, Miami County, Ohio and being part of Inlot 5594 as said land was conveyed to Thomas F. York in O.R. 543 Page 691 and being more particularly described as follows:

Commencing at the southwest corner of Inlot 5594, said point being in the easterly right-of-way line of Sunset Drive;

Thence along said right-of-way line, N01°01'55"E a distance of 32.09 feet to the True Point of Beginning;

Thence continuing along said easterly right-of-way line, N01°01’55”E a distance of 51.36 feet;

Thence leaving said right-of-way line and through Inlot 5594, the following seven courses:

1.) S88°27’21”E a distance of 33.70 feet;
2.) N61°43’12”E a distance of 34.35 feet;
3.) N86°40’21”E a distance of 65.97 feet;
4.) N82°37’53”E a distance of 68.28 feet;
5.) N35°54’00”E a distance of 79.70 feet;
6.) N28°45’21”E a distance of 96.86 feet;
7.) N76°58’38”E a distance of 80.96 feet to a point in the east line of Inlot 5594;

Thence along the east line of Inlot 5594, S01°01’55”W a distance of 75.20 feet;
The above described easement containing 34,467 square feet (0.791 acres) more or less and being subject to easements, restrictions, and rights-of-way or record.

Also, a temporary work easement being more particularly described as follows:

Beginning at the southwest corner of Inlot 5594, said point being in the easterly right-of-way line of Sunset Drive;

Thence along said right-of-way line, N01°01’55”E a distance of 32.09 feet;

Thence along a line through said Inlot 5594, S88°58’05”E a distance of 5.50 feet;

Thence continuing along a line through said Inlot, S01°01’55”W a distance of 31.29 feet to a point in the south line of Inlot 5594;

Thence along said south line, S82°46’25”W a distance of 5.56 feet to the Point of Beginning, containing 174 square feet (0.004 acres) more or less and being subject to easements, restrictions, and rights-of-way or record.

Bearings are based on the Ohio State Place Coordinate System, South Zone.

All as shown on the attached Exhibit “A”.

With full right and authority to the Grantee, its successors and assigns, to enter at all times within the limitations of this easement for the purpose of constructing, repairing, replacing, maintaining and removing the storm sewer or remove any trees or other objects which at any time may interfere or threaten to interfere with the proper use and/or maintenance and successful operation of said storm sewer, provided, however, the Grantee is providing this easement subject to the understanding that (i) the property owner will not now or in the future be required to remove any buildings, facilities, sidewalks, roads, parking lots, signs or other structures currently on the property in order to accommodate the easement. The undersigned spouse (to the extent applicable) of said grantor hereby releases and waives all rights of dower in said real property.
Construction, repair, maintenance, operation and inspection of the storm sewer shall be limited in duration of time to the time that is reasonably necessary to such use by the Grantee, and the Grantee shall be responsible for all damage or others costs associated in connection with Grantee’s use, construction, repair maintenance, operation and inspection of the property.

WITNESS: Thomas F. York

____________________________ ________________________________
Grantor

Date: ____________________________

STATE OF OHIO, COUNTY OF MIAMI, SS:

BE IT REMEMBERED That on the _____ day of ______________, before me, a notary public in and for said county, personally came Thomas F. York, GRANTOR in the foregoing easement, and acknowledged that he did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last mentioned above.

________________________________
Notary Public State of Ohio

This instrument prepared by: The Kleingers Group

Approved as to form:
Stacy M. Wall, Law Director
City of Piqua, Ohio
RESOLUTION NO. R-71-15

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT TO PERMIT THE USAGE OF A PORTION OF LOCK NINE PARK AND LINEAR PARK TO MAINSTREET PIQUA AND PIQUA ARTS COUNCIL

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

SEC. 1: The City Manager is hereby authorized to permit Mainstreet Piqua and Piqua Arts Council on June 20, 2015, July 18, 2015, and August 1, 2015 to use Lock Nine Park and Linear Park as the location of the Rock Piqua! Riverfront Concert Series, upon the condition that Mainstreet Piqua and Piqua Arts Council obtains liability insurance satisfactory to the City Manager at a minimum coverage of $1,000,000 and complies with the terms of the attached Lease Agreement. The rental fee for this lease shall be $1.00 and other valuable consideration.

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

____________________________
LUCINDA L. FESSION, MAYOR

PASSED: _______________________

ATTEST: _______________________
REBECCA J. COOL
CLERK OF COMMISSION
THIS LEASE AGREEMENT is made and entered into this _____ day of _________ 2015, by and between the City of Piqua (CITY) and the Piqua Arts Council and Mainstreet Piqua (ASSOCIATION) as follows:

Section 1: For one dollar and other valuable consideration, the City leases to the Association on the days of June 20, 2015, July 18, 2015, and August 1, 2015 the Lock Nine Park and portions of the Linear Park public park facilities, and a portion of the Water Street public right of way from Spring Street to Harrison Street, as more specifically shown on the attached Exhibit ‘A’.

Section 2: The Association shall occupy and use the leased premises solely for the purposes of the Rock Piqua! Riverfront Concert Series and related activities, as more specifically shown on the attached Exhibit ‘B’.

Section 3: The Association shall obtain liability insurance satisfactory to the City Manager at a minimum coverage of $1,000,000 per event or $3,000,000 aggregate for bodily injury or property damage or for liability for acts of the Association or its agents, employees, licensees, or invitees, including operations, products and contemplated operations. Proof of coverage shall be provided to the City of Piqua.

The association will include the following as additional insureds: The City of Piqua, Ohio, its elected and appointed officials, all employees, agents, volunteers, all boards, commissions and/or authorities and board members including employees, agents and volunteers thereof. Coverage shall be primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds whether other available coverage be primary, contributing, or excess.

The City of Piqua shall be issued a certificate of insurance in the amount not less than stated above. The certificate of insurance shall specify that the City of Piqua, its elected of and appointed officials, all employees, agents, volunteers, all boards, commissions and/or authorities and board members including employees, agents and volunteers thereof are added by endorsement as additional insureds.

All performers and vendors at the celebration shall provide proof of liability coverage in the same amount and include the City of Piqua as an additional insured. The Association shall not permit any performer or vendor without the proper liability insurance coverage.

Section 4: The Association shall indemnify, hold harmless and defend the City of Piqua, Ohio, its officers, employees, agents and volunteers against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney’s fees which the City of Piqua, Ohio, its officers, employees, agents and volunteers may hereafter sustain, incur or be required to pay, arising out of or by any act or omission of the Association, the City of Piqua, Ohio, their officers, employees, agents and volunteers, in the execution, performance or failure to adequately perform Association’s or City of Piqua’s obligations pursuant to this contract.
Section 5: The Association, its assigns, heirs, successors, employees and any and all subcontractors are independent contractors and are not agents and/or employees of the City of Piqua.

Section 6: This agreement shall not be assignable.

Section 7: The Association and all performers and vendors shall comply with all inspections and obtain any permits required prior to operation, including any full time or on-site security, at the Association’s expense.

Section 8: No Association contract with any performer or vendor shall place any liability upon the City.

Section 9: The Association shall be responsible for basic clean-up of the facilities after the conclusion of each Rock Piqua! Riverfront Concert Series event.

Executed as of the above-referenced date by:

CITY OF PIQUA

___________________________
Gary A. Huff, City Manager

MAINSTREET PIQUA

___________________________
Lorna Swisher, Executive Director

PIQUA ARTS COUNCIL

___________________________
Jordan Knepper, Executive Director
EXHIBIT B

ROCK PIQUA! Riverfront Concert Series

A Piqua Arts Council and Mainstreet Piqua Program

Vision

A series of summer music events that...

- Attracts people to the riverfront area to raise the profile of the river corridor and the recreational trail system.
- Includes performers who can appeal to a wide age group and attract an audience from within and beyond the local community; e.g., local up and coming bands/performers from throughout the region.
- Incorporates beer and wines sales and specialty food vendor items.
- Raises funds to support the Piqua Arts Council and Mainstreet Piqua organizations.

Program Concept

Piqua Arts Council and Mainstreet Piqua will collaborate with local supporters to organize and provide a high quality outdoor summer music series that includes food and drink offerings. The series of events will take place in an around the Lock Nine Park area near the Great Miami River for the purpose of highlighting the recreation opportunities that exist on and along the river corridor.

The Rock Piqua! Riverfront Concert Series Planning Committee will be responsible for the general coordination of the event and solicitation of proposals and sponsorships and the committee will include representation from Piqua Arts Council and Mainstreet Piqua and the community at large. For the purpose of facilitating the event Piqua Arts Council and Mainstreet Piqua will serve as the contracting and fiduciary agencies and more or less share equal responsibility and/or recognition and/or financial gain occurring as a result of the planning, promotion, production, and execution of the music series of events. The specific task and roles to be filled by each organization will be as determined by the Planning Committee and agreed to as reasonable and appropriate by the Executive Director of each agency.

It is envisioned the program scope and coordination efforts will work as follows:

Location

The location of the event will be at the bend in the Great Miami River near where the river intersects with the multi-use recreational trail and in close proximity to the downtown area (the Lock Nine Park and surrounding area).

Dates/Times

A series of music events will be held on multiple dates throughout the summer. The event will take place on Saturday and the music performance will begin at approximately 7:00 P.M. and end at approximately 11:00 P.M. In general the dates will begin in June and run through early August and attempt to avoid conflicts with other community events or other major attractions taking place within the immediate region. The determination of whether or not another event or attraction constitutes a conflict to be avoided will be at the discretion of the Planning Committee.
Performers

The Planning Committee will identify performers that may be suitable for the scale, location, and budget defined for the event and come to a consensus on the appropriateness of a particular act before any talent is contracted to perform at any of the music series event dates.

Food

The event will be used to showcase signature food items prepared and provided by locally owned and operated restaurants. Restaurateurs with experience pairing food items that pair well with alcoholic beverages will be the preferred choice to provide food service at the event. The goal is to cross promote local restaurant establishments that are most likely to appeal to the event audience so that the local business may realize financial gain and greater brand awareness as a result of participating in the event.

Should there be a lack of interest or desirable options available locally, other vendors providing quality food items deemed suitable for the event will be considered. Service clubs, church groups, and other not-for profit organizations that offer food items as a fundraiser for their organization are not necessarily the targeted food vendors for this event.

The number of food vendors permitted to provide food service and the types of foods to be offered at each event will be limited to ensure each participating vendor a greater probability of profitability. A participation fee and contract determined appropriate by the Planning Committee will be required of each participating food vendor. The Planning Committee will identify food vendors that may be suitable for the scale, location, and budget defined for the event and come to a consensus on the appropriateness of a particular vendor before any entity is contracted to offer food service at the music series event dates.

Drink

The event will include soda and water, and beer and wine sales, and the beverage sales will be used to provide a source of income to the event. The Planning Committee will identify the beverage vendor option or options best suited for the scale, location, and budget defined for the event and come to a consensus on the appropriateness of a particular vendor before any entity is contracted to offer beverage service at any of the music series event dates.

Other

The event will require a temporary liquor license, security services, stage and equipment rentals, advertising, portable restrooms, portable barricades, and other incidental items.
EXHIBIT B

ROCK PIQUA! Riverfront Concert Series

Sponsorships

The goal is to provide the event to the community without requiring an admission fee. To achieve that goal sponsorships and other monetary support may be required. The Planning Committee will seek financial support from the community as deemed necessary and appropriate.

Roles and Responsibilities

It is understood that for an event of this scale to be successful the roles and responsibilities of all involved in executing the event must be clearly defined and understood. The following outlines the anticipated duties that each of the identified roles is expected to fulfill.

Roles and Responsibilities

**Authorized Agent** – Duties include providing the authoring signature on contracts and other documents to be executed and or provided in conjunction with the event.

  Assignment: Piqua Arts Council

**Food Coordinator** - Duties include coordination with food vendors, and oversight of planning and execution of food preparation, sales, and clean-up needs, incidental to the event.

  Assignment: Mainstreet Piqua

**Beverage Coordinator** - Duties include coordination with beverage vendors, and oversight of planning and execution of beverage preparation, sales, and clean-up needs, incidental to the event.

  Assignment: Piqua Arts Council

**Entertainment Coordinator** - Duties include coordination with performing artist and audio/lighting/stage engineers, and oversight of planning and execution of engineer’s audio/lighting/stage set-up, operation, and tear-down, and artist’s pre-show, in-show, and post show needs, and any other ancillary entertainment activities, incidental to the event.

  Assignment: Piqua Arts Council

**Facilities Coordinator** - Duties include coordination with sanitation, refuse, security, and electric service vendors/providers, and oversight of planning and execution of the set-up, operation, and tear-down, and security personnel pre-show, in-show, and post show needs, incidental to the event.

  Assignment: Mainstreet Piqua

**Marketing Coordinator** - Duties include coordination of creation and publishing of print and electronic promotion and advertising materials, and media communication needs, incidental to the event.

  Assignment: Piqua Arts Council/Mainstreet Piqua

**Event Volunteers** - Volunteers will be assigned to work under the direction of an event coordinator to assist with the completion of the task incidental to the coordinator’s responsibilities.
Assignment: Mainstreet Piqua

## Anticipated Schedule

<table>
<thead>
<tr>
<th>START</th>
<th>FINISH</th>
<th>TASK</th>
</tr>
</thead>
<tbody>
<tr>
<td>10:00 AM</td>
<td>NOON</td>
<td>STAGE/ROOF SET UP</td>
</tr>
<tr>
<td>NOON</td>
<td>3:00 PM</td>
<td>AUDIO/LIGHTING LOAD IN AND SET UP</td>
</tr>
<tr>
<td>3:00 PM</td>
<td>6:00 PM</td>
<td>BACKGROUND MUSIC/LIGHT PROGRAMING AND FOCUS</td>
</tr>
<tr>
<td>5:15 PM</td>
<td>6:00 PM</td>
<td>OPENING ACT LOAD IN AND SET UP (ONSTAGE)</td>
</tr>
<tr>
<td>6:00 PM</td>
<td>6:20 PM</td>
<td>OPENING ACT SOUND CHECK</td>
</tr>
<tr>
<td>6:20 PM</td>
<td>7:00 PM</td>
<td>BACKGROUND MUSIC/PRE-SHOW ANNOUNCEMENTS</td>
</tr>
<tr>
<td>7:00 PM</td>
<td>8:30 PM*</td>
<td>OPENING ACT PERFORMANCE</td>
</tr>
<tr>
<td>7:45 PM*</td>
<td>8:30 PM*</td>
<td>HEADLINE ACT LOAD IN OFF STAGE PREP AREA</td>
</tr>
<tr>
<td>8:30 PM*</td>
<td>9:15 PM*</td>
<td>HEADLINE ACT SET UP AND SOUND CHECK</td>
</tr>
<tr>
<td>9:15 PM*</td>
<td>11:00 PM</td>
<td>HEADLINE ACT PERFORMANCE</td>
</tr>
<tr>
<td>11:00 PM</td>
<td>12:30 AM</td>
<td>AUDIO/LIGHTING STRIKE AND LOAD OUT</td>
</tr>
<tr>
<td>TBD</td>
<td></td>
<td>STAGE STRIKE</td>
</tr>
</tbody>
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* ACTUAL PERFORMANCE TIMES TBD ONCE ARTISTS ARE CONFIRMED