REGULAR PIQUA CITY COMMISSION MEETING  
TUESDAY, APRIL 21, 2015  
7:30 P.M. – COMMISSION CHAMBER – 2ND FLOOR  
201 WEST WATER STREET  
PIQUA, OHIO  45356

CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL
PROCLAMATION: NATIONAL BIKE MONTH

REGULAR CITY COMMISSION MEETING

CONSENT AGENDA

1. APPROVAL OF MINUTES
   Approval of the minutes from the April 7, 2015 Regular Piqua City Commission Meeting

2. RES. NO. R-72-15
   A Resolution appointing a member to the Civil Service Commission

3. RES. NO. R-73-15
   A Resolution appointing a member to the Miami County Community Action Council Board

NEW BUSINESS

4. ORD. NO. 5-15 (1st Reading)
   An Ordinance amending Section 94.23 (i) relating to Curfew and Prohibitions on use of Parks and Gazebo

5. ORD. NO. 6-15 (1st Reading)
   An Ordinance amending Sections 154.027 of the City of Piqua code of Ordinances to allow a place of worship in a I-1 Light Industrial Zoning District

6. RES. NO. R-74-15
   A Resolution authorizing the City Manager to sign the PY 2015 CHIP Program Partnership Agreement by and between the Miami County Board of Commissioners and City of Piqua for the Ohio Development Services Agency (ODSA) Community Housing Impact and Preservation (CHIP) program

7. RES. NO. R-75-15
   A Resolution authorizing an amendment to Zoning Map to change the Zoning Designation of 8620 and 8654 N. C.R. 25-A to I-1 (Light Industrial)

8. RES. NO. R-76-15
   A Resolution authorizing a purchase order to the McLean Company, for the purchase of an asphalt paver and compaction roller for the Street Division of Public Works
9. **RES. NO. R-77-15**
   An Emergency Resolution authorizing the City Manager to 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 designating a dedicated repayment source for the loan

**MONTHLY REPORTS – FEBRUARY 2015**

**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**
CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL
PROCLAMATION: NATIONAL BIKE MONTH

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CITY MANAGER’S REPORT

COMMISSIONERS COMMENT

ADJOURNMENT
MINUTES
PIQUA CITY COMMISSION
Tuesday, April 7, 2015 7:30 P.M.

Piqua City Commission met at 7:30 P.M. in the Municipal Government Complex Commission Chambers located at 201 W. Water Street. Mayor Fess called the meeting to order. Also present were Commissioners Terry, Vogt, Wilson, and Martin. Absent: None.

REGULAR CITY COMMISSION MEETING

PROCLAMATION – MOTORCYCLE AWARENESS MONTH

Mayor Fess read the proclamation and presented it to Dave Griffin.

Mr. Griffin thanked the City of Piqua and the Commissioners for the proclamation and provided a brief overview of his plans to take the Proclamation to State House along with other proclamations from Region 6.

Consent Agenda

Approval of Minutes

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

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

Mayor Fess read the Resolution of Appreciation and presented it to Bob Bowman and asked him to see that Mr. Watson receives it.

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

Mayor Fess read the Resolution of Appreciation and presented it to David Short.

Mr. Short thanked the City of Piqua, the City Commission, his fellow Police Officers, and Prosecutor Stacy Wall.

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

OLD BUSINESS

ORD. No. 4-15 (3rd Reading)
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.
Moved by Commissioner Wilson, seconded by Commissioner Terry, that Ordinance No. 4-15 be adopted.


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

Deputy Chief of Police, Tom Steiner presented the Staff Report.

Deputy Chief Steiner stated Resolution No. R-33-15 was tabled at the March 3, 2015. Resolution No. 33-15 was tabled at the March 3, 2015 City Commission meeting as a formal bid process was requested. The bid process has been completed at this time with KE Rose still submitting the lowest bid. The Police Department has been very satisfied with the workmanship and service provided by KE Rose on previous vehicles, stated Deputy Chief Steiner.

Commissioner Martin stated he would like to amend Resolution R-33-15 in Section 1, to change the not to exceed figure from $40,567 to $31,992.04.

Moved by Commissioner Martin, seconded by Commissioner Vogt to amend Resolution R-33-15 under Section 1, to change the not to exceed figure from $40,567 to $31,992.04. Roll call, Aye: Vogt, Fess, Wilson, Martin, and Terry. Nay: None. Motion carried unanimously.


NEW BUSINESS

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

Chris Schmiesing, City Planner, provided the Staff Report.

Mr. Schmiesing stated the Down a River Down a Beer- Recreational Trail Celebration is an event that aims to attract people to the riverfront area, to raise the profile of the water trail and recreational system. Offer samplings of a variety of beer and food, with food product highlighting local restaurants. This will also include a musical performer that adds to the quality of the experience, and to help raise funds to support the maintenance and promotion of the river corridor and the recreational trail system.

Public Comment

Dr. Jim Burkhardt, a committee member came forward and provided a brief overview of some of the activities scheduled with run and bike activities on the Bike Trail, music, various foods, and a beer tasting with over 80 beers to sample. All proceeds will go to the River Stewart Fund, stated Dr. Burkhardt. This will be held in conjunction with MainStreet Piqua and the Piqua Arts Council.

Mayor Fess thanked Dr. Burkhardt and Mr. Schmiesing

RES. NO. R-63-15
A Resolution authorizing a Three Year Lease with Piqua Youth Baseball and Softball Association (PYBSA)

Stacy Wall, Law Director, provided the Staff Report.

This is a 3 year lease with the Piqua Youth Baseball and Softball Association for lease of the baseball fields and concession stand at Pitsenbarger Park. Ms. Wall stated she has spoken with the leader and the association and there have been no changes this time, everything is the same as before.

PUBLIC COMMENT

No one came forward to speak for or against Resolution No. R-63-15.


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

Bob Bowman, Assistant Power Systems Director, provided the Staff Report.

The Power System owns and operates two combustion gas turbines. They provide a significant economic benefit to Piqua Customers effectively saving our customers over $1,000,000 annually. The 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 results in significant financial penalty to the City. The option to not repair #9 gas turbine will subject the City’s electric customers to higher electric cost and eliminate the possibility of backing up the City’s power supply with our generation resource, stated Mr. Bowman.

City Manager Huff pointed out that Consolidated Fabricators is a division of Braden Manufacturing.

Law Director Stacy Wall stated a few years ago the City had a significant amount of damage done to a turbine and it had to be rebuilt. This particular turbine was one that the insurance company stated needed significant improvements, and a plan was put into place two years ago for that improvement, but due to budgeting is now being done.

Public Comment

No one came forward to speak for or against Resolution No. 64-15.

Moved by Commissioner Martin, seconded by Commissioner Terry, that Resolution No. 64-15 be adopted. Roll call, Aye: Vogt, Wilson Terry, Martin, and Fess. Nay: None. Motion carried unanimously,

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

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

Mr. Brookhart stated the Public Works Department would like to purchase a 2015 Wheel Loader for the Parks Department and will come with a heated/ac cab. Several options are also included, a salt spreader, snow blower, snow blade, and a narrowing kit. The loader has a high flow hydraulic systems that will allow it to use turf and landscape attachments that we already have for the Bobcat.
This will be used to maintain the playground mulch, for turf renovation and enhancements, planting trees, and other parks maintenance, stated Mr. Brookhart.

City Manager Huff stated this was also under the State Contract and that it is good to go out for bid.

Mr. Brookhart stated it is hard to find something comparable.

Commissioners asked several questions regarding the use of the attachments and what various functions they can perform.

**Public Comment**

Nick Alexander, Roosevelt Avenue, came forward and asked if it could be used on the bike path to clear the snow, as Miami County and Troy keep their part of the path clear of snow.

City Manager Huff stated we do the best we can, and hope to do better in the future.


**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

Gary Huff, City Manager, provided the Staff Report.

City Manager Huff provided a brief background on the establishment of the policy for the Naming Policy for City Street and Facilities in the City of Piqua.

Commissioner Vogt stated he was on the Diversity Committee when some of the Streets and Facilities were named previously.

**Public Comment**

No one came forward to speak for or against Resolution No. R-66-15


**RES. NO. R-67-15**

A Resolution awarding a contract to Grissom Construction, LLC for the Sidewalk ADA Compliance Program

Amy Havenar, City Engineer provided the Staff Report.

Four bids were received for the Sidewalk ADA Compliance Program. 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. The work will begin as soon as possible and has a completion date of June 12, 2015, stated Ms. Havenar.

**Public Comment**

No one came forward to speak for or against Resolution No. R-67-15.

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

Amy Havenar, City Engineer provided the Staff Report.

On February 15, 2011 the City Commission passed a resolution authorizing the City Manager to Enter into a preliminary agreement with ODOT for the CR 25A Phase II Reconstruction Project. The City then engaged consultants to begin the detailed design, environmental documents, and the right-of-way acquisition. The CR 25A Phase III Reconstruction Project will consist of the reconstruction of CR 25A 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, and will also consist of the adjustment of existing utilities where necessary, stated Ms. Havenar.

Commissioners asked several questions regarding sidewalks and where they would be located, or if just a multi-use path would be used, the width of the path, and if the neighbors were notified of the project. Ms. Havenar answered all questions.

Public Comment

Mike Sloan, Delaware Street in Indian Ridge came forward stating he likes the idea of the Multi-Path use in the area.

Nick Alexander, Roosevelt Avenue, came forward and asked several questions regarding the direction of the Multi-use Path.

All questions were answered by Ms. Havenar.


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

Amy Havenar, City Engineer provided the Staff Report.

On March 30, 2015 two bids were received for the 2015 Street Resurfacing Program.

The streets in this year’s paving program include:

- Park Avenue from Sunset to Parkway
- Parkway Drive from Westview to Sunset
- Wilshire Drive from Britton to Westview
- Britton Drive from, Parkway to Westview
- Carol Drive from Parkway to Westview

Due to the favorable bid prices, the Alternate Bid will also be accepted which will include the resurfacing of Clifton Drive from Sunset to Park and Dubois from Sunset to Parkway, stated Ms. Havenar. The resurfacing project will consist of the necessary roadway base repairs and the overlaying of the roadway with a new asphalt surface, and will include the placement of all new pavement markings within the project limits. The street resurfacing is anticipated to begin in the
middle of June, and is anticipated to be complete by July 31, 2015, stated Ms. Havenar.

Public Comment

No one came forward to speak for or against Resolution No. R-69-15.


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

Stacy Wall, Law Director, provided the Staff Report.

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 the City the necessary allotment of land needed to install the pipe and is at fair market value. This will be a permeant easement, stated Ms. Wall.

Commissioner Terry asked several questions concerning the project.

Law Director Wall stated there have been a lot of issues to deal with on this project.

City Manager Huff stated that the bids are due back in April on this project, and should be able to award the contract

Ms. Wall stated that Devon Alexander, Stormwater Coordinator, has been in constant contact with Mr. French and Mr. York the property owners.

Public Comment

No one came forward to speak for or against Resolution No. R-70-15.


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

Lorna Swisher and Jordan Knepper came forward and provided a brief overview on the Rock Piqua Concerts scheduled for this summer. Mainstreet Piqua and Piqua Arts Council are requesting authorization to use Lock Nine Park and Linear Park as the location for the 2015 Rock Piqua Riverfront Concert Series on three separate dates. They include June 20, 2015, July 18, 2015 and August 1, 2015.

Commissioner Wilson stated the only complaint he heard was there were not four concerts!

Ms. Swisher stated this year there will be a series of live music concerts held at the Farmers Market on the first Thursday of each month in the renovated Canal Place. The Farmers Market hours are 3:30 - 7:00 P.M. The first Farmers Market will be held on May 21, 2015.

Commissioner Wilson asked Mr. Knepper who would be performing at Rock Piqua.

Mr. Knepper stated they reviewed over 200 bands, but are not quite ready to announce them yet.
Public Comment

No one came forward to speak for or against Resolution No. R-71-15.


Public Comment

Jordan Knepper, Executive Director of Piqua Arts Council, invited the City Commissioners to attend the Piqua Dancing with the Stars on Saturday April 11, 2015. Assistant City Manager/Economic Development Director Justin Sommer, and Law Director Stacy Wall will be dancing for the Mirrored Ball Trophy.

Mayor Fess stated both of them along the rest of the participants have been working very hard, and wished them well.

City Manager's Report

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

Commissioners Comments

Commissioner Terry congratulated Ken Watson and David Short on their retirement from the City of Piqua, and wished them well.

Commissioner Wilson announced the City Clean-Up Day will take place on Saturday, May 9, 2015 from 9:00 A.M. -12:00P.M. Anyone wishing to help can contact the Health Department for assignment if they don’t have a particular place they would like to work. Also anyone wishing to sign up for the Adopt Program can do so. The Adopt Program is a program where a citizen or a neighborhood group can sign up to adopt a certain area in the City and be responsible for keeping it clean. Anyone wishing to adopt an area can contact the City Manager’s Office to let them know the area they are going to be responsible for.

Mayor Fess announced there are still tickets available for Dancing with the Piqua Stars. Tickets can be purchased at Readmore’s Hallmark for the afternoon and evening performance, and encouraged citizens to attend. Jordan Knepper stated ticket prices for the afternoon performance are $12 and the evening performances are $25.00.

Mayor Fess also congratulated Ken Watson and David Short on their retirement from the City of Piqua.

Moved by Commissioner Martin, seconded by Commissioner Wilson, to adjourn from the Regular Commission Meeting at 8:30 P.M. Voice vote, Aye: Martin, Wilson, and Terry. Nay: None.

______________________________
LUCINDA L. FESS, MAYOR

PASSED: ______________________

ATTEST: _______________________
REBECCA J. COOL
CLERK OF COMMISSION
RESOLUTION NO. R-72-15

A RESOLUTION APPOINTING A MEMBER TO THE
CIVIL SERVICE COMMISSION

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: Mary Frances Rodriguez is hereby appointed as a member of the Civil Service Commission for a three-year term to expire on March 1, 2018 or until her successor is confirmed and qualified;

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-73-15

A RESOLUTION APPOINTING A MEMBER TO THE MIAMI COUNTY COMMUNITY ACTION COUNCIL BOARD

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: Nikki Reese is hereby appointed as a member of the Miami County Community Action Council Board to fill the unexpired term of William Lutz for a term to expire on December 31, 2016 or until her successor is confirmed and qualified;

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. 5-15

AN ORDINANCE AMENDING SECTION 94.23 (I) RELATING TO CURFEW AND PROHIBITIONS ON USE OF PARKS AND GAZEBO

WHEREAS, unsupervised juveniles are creating disturbances to the public peace, damage to the gazebo, and violent criminal behavior in Public Square Park and Veterans Memorial Way; and

WHEREAS, unsupervised juveniles are climbing on the gazebo roof and railings, creating a risk to their own safety, and ignoring kindly approaches and requests from citizens to desist; and

WHEREAS, existing curfews and park prohibitions are inadequate to address the current issues.

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

SECTION 1. The City of Piqua hereby amends Chapter 94.23 (I) as set forth below: (new language is underlined and deleted language is indicated by strikethrough):

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

No person shall do any of the following:

(A) Enter or remain in Heritage Green, Das Park, Shawnee Park, Armory Park or High Street Park between the hours of 10:00 p.m. and 7:00 a.m. of the following day, provided, however, that this section does not apply to a person attending organized activities in any of the parks that have been approved by the city.

(B) Enter or remain in the Hollow Park between dusk and 7:00 a.m. of the following day or enter or remain in any of the other public parks of the city and the municipal golf course between the hours of 11:00 p.m. and 7:00 a.m. of the following day, provided, however, that this section does not apply to a person attending organized activities in the public parks that have been approved by the city.

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

(D) Throw sticks, stones, or other dangerous objects or play golf except in designated areas.

(E) Park motor vehicles within the public parks except in designated parking areas.

(F) Hunt (excluding fishing), trap, or otherwise molest, injure, chase, or destroy any animal or bird in a public park.

(G) Sell or offer for sale any article, privilege or service in a public park without authorization from the city.

(H) Camp in any public park without authorization from the city.
(I) **Being a minor under 18 years of age.** Enter or remain in Public Square Park and gazebo and Veterans Memorial Way (bounded by Market and High Streets and Wayne Street) unless attending an official school, religious, or other recreational activity supervised by adults and sponsored by the city, a civic organization, or another similar entity that takes responsibility for the minor; or being a person of any age, between the hours of 9:00 p.m. and 6:00 a.m., except as to persons entering or remaining therein during organized activities as approved by the city.

(J) Possess or use any type of metal detection device in the public parks of the city.

(K) Excavate, dig or remove sod, turf or soil in the public parks of the city without authority from the city to do so.

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

SECTION 3. This Ordinance shall take effect and be in full force from and after the earliest period allowed by law.

_______________________
LUCINDA L. FESS, MAYOR

PASSED: _______________________

ATTEST: _______________________

REBECCA J. COOL

CLERK OF COMMISSION
<table>
<thead>
<tr>
<th><strong>MEETING DATE</strong></th>
<th>April 21, 2015</th>
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<tbody>
<tr>
<td><strong>REPORT TITLE</strong></td>
<td>AN ORDINANCE AMENDING SECTION 94.23 (I) RELATING TO CURFEW AND PROHIBITIONS ON USE OF PARKS AND GAZEBO</td>
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| **SUBMITTED BY** | Name & Title: Bruce A. Jamison, CLEE – Chief of Police  
Department: Police |
| **AGENDA CLASSIFICATION** | ☒Consent  
☐Ordinance  
☐Resolution  
☐Regular |
| **APPROVALS/REVIEWS** | ☒City Manager  
☐Asst. City Manager/Finance  
☐Asst. City Manager/Development  
☒Law Director  
☒Department Director;  
☐Other: |
| **BACKGROUND** | As discussed at the February 12, 2015 Commission Work Session, multiple complaints have been received regarding unruly behavior of unsupervised juveniles disturbing patrons of the Fort Piqua Plaza (library, Plaza rentals, food service entities). Efforts to curtail these problems have ranged from discussions with the children that frequent the area on proper behavior and language, to physical arrests of juveniles. During one arrest the level of defiance encountered with these children was evident - a young female aggressively resisted the officer, necessitating use of force to complete the arrest. Most citizens have not placed calls to the police, but have later advised us of their fear to be in the area, thus avoiding getting out of their cars. Besides employing intimidating tactics on seniors, several of the youth use offensive language that is constitutionally protected, but is extremely offensive to adults coming to the area. These adults include both Piqua citizens and visitors to our city.  
Damage to the gazebo has occurred and has been difficult to track back to any one responsible individual. Youth have been observed in various dangerous activities around the gazebo, including climbing on its roof. When officers respond, this activity has usually already ceased.  
This ordinance would expand the existing park curfew and prohibitions and require minors using the park facilities in that immediate area to be supervised. This allows for enjoyment of the facilities in structured settings where the juvenile’s behavior can be controlled for the enjoyment of everyone in the area. It is also safer for the children. The language regarding proper supervision already exists in Chapter 139 of our City Code to allow exceptions to the curfew for minors engaged in supervised activities outside of the nighttime curfew hours. |
In conjunction with the ordinance, non-legislative regulations will be applied to the areas owned by the city that are neither part of the leased space nor the park (most notably, the stairs and ramp near the library entrance). Library and police staff will both be able to monitor this area, issue warnings when appropriate, and then the police can take enforcement action against those that do not comply with the regulations and warnings.

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<tr>
<th>BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)</th>
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<tr>
<td>Budgeted $: -0-</td>
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<tr>
<td>Expenditure $: -0-</td>
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<tr>
<td>Source of Funds: n/a</td>
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<td><strong>Narrative:</strong> I anticipate that providing this ordinance as a tool for officers responding to complaints of unruly behavior will quickly result in decreased need for police response to the area for unruly juvenile behavior.</td>
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<th>OPTIONS (Include Deny /Approval Option)</th>
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<tr>
<td>1. Approve the amended ordinance.</td>
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<td>2. Deny changes to the ordinance.</td>
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<th>PROJECT TIMELINE</th>
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<tr>
<td>2/12/15 – Commission Work Session (direction given to move forward)</td>
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<tr>
<td>Enforcement to begin at earliest possible legal date. The ordinance and regulations will be communicated to the youth most likely to be affected as soon as possible, as we need to start controlling them with existing resources due to problems starting with the Spring weather.</td>
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<th>STAFF RECOMMENDATION</th>
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<tr>
<td>Pass this ordinance.</td>
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<tr>
<th>ATTACHMENTS</th>
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<tr>
<td>Ordinance No. 5-15</td>
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ORDINANCE NO. 6-15

AN ORDINANCE AMENDING SECTIONS 154.027 OF THE CITY OF PIQUA CODE OF ORDINANCES TO ALLOW A PLACE OF WORSHIP IN A I-1 LIGHT INDUSTRIAL ZONING DISTRICT

WHEREAS, the City of Piqua Charter Section 154.141 directs the Commission to take action on zoning amendment recommendations received from the Planning Commission at their next regularly scheduled meeting; and

WHEREAS, the Planning Commission has studied a proposed amendment to the zoning code amending sections 154.027 of the City of Piqua Code of Ordinances to allow a Place of Worship as a principal permitted use in the I-1 Light Industrial; and

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

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

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

SEC. 1. That the City of Piqua hereby amends sections 154.027 of the City of Piqua Code of Ordinances as set forth in Exhibit A included herewith (deleted text lined through and proposed text bold and underlined):

SEC. 2. All other sections of Chapter 154 of the City of Piqua Code of Ordinances not amended herein shall remain in effect as is.

SEC. 3. This Ordinance 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 15, 2015

### REPORT TITLE
AN ORDINANCE AMENDING SECTIONS 154.027 OF THE CITY OF PIQUA CODE OF ORDINANCES TO ALLOW A PLACE OF WORSHIP IN A I-1 LIGHT INDUSTRIAL ZONING DISTRICT

### SUBMITTED BY
Chris Schmiesing, City Planner

Development Department

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

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

### BACKGROUND
This item was presented to the Planning Commission in response to a request from the owner of the property located at 8654 County Road 25-A in Piqua. The owner desires to lease use the property to a Place of Worship. Currently a Place of Worship is permitted in all districts except the Industrial zoning designations. Place of Worship uses often serve a regional base and prefer close proximity to major highways. Vacant industrial or commercial building spaces are often well suited to the needs of this use type.

The Religious Land Use and Institutionalized Persons Act of 2000 (RLUIPA) affords a house of worship broad protections from zoning and landmarking laws. RLUIPA prohibits zoning and landmarking laws that substantially burden the religious exercise of churches or other religious assemblies or institutions absent the least restrictive means of furthering a compelling governmental interest. RLUIPA also discourages a local government use of formal or informal procedures for making individualized assessments of a property's uses as it relates to a house of worship use activity.

In reviewing this request the Planning Commission concluded that it would be prudent to include provisions to allow the Place of Worship as a principal permitted use in the I-1 Light Industrial zoning district and heard no objections from the public concerning the proposed amendment.

### BUDGET/FINANCIAL IMPACT
- Budgeted $: 0
- Expenditure $: 0
<table>
<thead>
<tr>
<th>Source of Funds:</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Narrative:</strong></td>
<td></td>
</tr>
</tbody>
</table>

| **OPTIONS**  
(Include deny /approval option) | 1. Adopt the ordinance and approve the proposed amendment to the Land Use; Zoning chapter of the Codified Ordinances. |  |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Defeat the ordinance and deny the proposed amendment to the Land Use; Zoning chapter of the Codified Ordinances.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| **PROJECT TIMELINE** | April 14, 2015 – Planning Commission – Public Hearing |
| | April 21, 2015 – City Commission – 1st Reading |
| | May 5, 2015 – City Commission – 2nd Reading |
| | May 19, 2015 – City Commission – 3rd Reading |

<table>
<thead>
<tr>
<th><strong>STAFF RECOMMENDATION</strong></th>
<th>Approve the proposed amendment to allow the use type as stated.</th>
</tr>
</thead>
</table>

| **ATTACHMENTS** | Ordinance, Exhibit A |
WHEREAS, the City Commission has submitted a request to amend the zoning code to allow a Place of Worship as a principal permitted use in an I-1 Light Industrial zoning district; and

§154.027 I-LIGHT INDUSTRIAL DISTRICT.

(A) Intent. The purpose of this district is to provide for industrial uses with limited objectionable external effects in areas that are suitable for industrial development by reason of location, topography, soil conditions, and the availability of adequate utilities and transportation systems. The intent is to permit most manufacturing wholesaling, and warehousing activities that can be operated in a clean and quiet manner, subject only to those regulations necessary to prohibit congestions and protect adjacent residential and business activities.

('97 Code, § 150.381)

(B) Principal permitted uses.

(1) Light industrial uses.
   (a) Light manufacturing.
   (b) Construction trades and contractor offices.
   (c) Industrial craft shops.
   (d) Lumberyards and building materials sale and storage.
   (e) Laundries and dry cleaning plants.
   (f) Printing, publishing, lithographing and binding plants.
   (g) Warehouses and self-service storage facilities.
   (h) Wholesaling and storage facilities.

(2) Transportation and utilities uses.
   (a) Heavy equipment rental, sales, service and storage.
   (b) Transportation terminals.
   (c) Public service yards and garages.
   (d) Public utilities.

(3) Retail commercial and service uses.
   (a) Nurseries and garden supply stores.
   (b) Animal hospitals, veterinary clinics and kennels, animal grooming.
   (c) Sexually oriented businesses.

(4) Road service uses.
   (a) Automobile service stations.
   (b) Automobile repair painting and body shops.
   (c) Vehicle sales, rental and service.

(5) Institutional
   (a) Places of worship
REVISED RESOLUTION No. PC 7-15

(6)+5) Other uses. Uses similar to the above uses and any other manufacturing or industrial enterprise, operation, or process, whether making, assembling, repairing, buffing, finishing, plating, polishing, tempering, packing, shipping, or storing; provided that any resulting cinders, dust, flashing, fumes, gas, noise, odor, refuse matter, smoke, vapor, or vibration is no greater or more detrimental to the neighborhood than the specified uses, that no extra fire hazard is created, and the permitted uses as determined by the Planning Commission is similar in character to one of the specific uses in this section.

’97 Code, § 150.382)

WHEREAS, sections 154.141 of the City of Piqua Code of Ordinances provides the procedure for considering an amendment to the zoning code; and,

WHEREAS, the Planning Commission has studied the request, and conducted a public hearing concerning this matter;

NOW THEREFORE BE IT RESOLVED, board member [Mr. Spoltman] hereby moves to recommend [approval or denial] of the request made, as described by this resolution, the testimony provided, and the documents attached hereto as Exhibit ‘A’, and the motion is seconded by board member [Mrs. Pearson], and the voting record on this motion is hereby recorded as follows.

<table>
<thead>
<tr>
<th>Mr. Jim Oda</th>
<th>AYE</th>
<th>NAY</th>
<th>ABSTAIN</th>
<th>ABSENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mr. Gary Koenig</td>
<td>☑</td>
<td>☐</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>Mr. Stu Shear</td>
<td>☐</td>
<td>☐</td>
<td>☑</td>
<td>☑</td>
</tr>
<tr>
<td>Mrs. Cindy Pearson</td>
<td>☑</td>
<td>☐</td>
<td>☑</td>
<td>☑</td>
</tr>
<tr>
<td>Mr. Mark Spoltman</td>
<td>☑</td>
<td>☐</td>
<td>☑</td>
<td>☑</td>
</tr>
</tbody>
</table>
§ 154.027 I-1 LIGHT INDUSTRIAL DISTRICT.

(A) *Intent.* The purpose of this district is to provide for industrial uses with limited objectionable external effects in areas that are suitable for industrial development by reason of location, topography, soil conditions, and the availability of adequate utilities and transportation systems. The intent is to permit most manufacturing, wholesaling, and warehousing activities that can be operated in a clean and quiet manner, subject only to those regulations necessary to prohibit congestion and protect adjacent residential and business activities.

(‘97 Code, § 150.381)

(B) *Principal permitted uses.*

(1) *Light industrial uses.*

(a) Light manufacturing.

(b) Construction trades and contractor offices.

(c) Industrial craft shops.

(d) Lumberyards and building materials sale and storage.

(e) Laundries and dry cleaning plants.

(f) Printing, publishing, lithographing and binding plants.

(g) Warehouses and self-service storage facilities.

(h) Wholesaling and storage facilities.

(2) *Transportation and utilities uses.*

(a) Heavy equipment rental, sales, service and storage.

(b) Transportation terminals.

(c) Public service yards and garages.

(d) Public utilities.

(3) *Retail commercial and service uses.*

(a) Nurseries and garden supply stores.
EXHIBIT A

(b) Animal hospitals, veterinary clinics and kennels, animal grooming.

(c) Sexually oriented businesses

(4) Road service uses.

(a) Automobile service stations.

(b) Automobile repair, painting and body shops.

(c) Vehicle sales, rental and service.

(5) Institutional

(a) Place of Worship

(5) (6) Other uses. Uses similar to the above uses and any other manufacturing or industrial enterprise, operation, or process whether making, assembling, repairing, buffing, finishing, plating, polishing, tempering, packing, shipping, or storing; provided that any resulting cinders, dust, flashing, fumes, gas, noise, odor, refuse matter, smoke, vapor, or vibration is no greater or more detrimental to the neighborhood than the specified uses, that no extra fire hazard is created, and the permitted use as determined by the Planning Commission is similar in character to one of the specific uses in this section.

(‘97 Code, § 150.382)
RESOLUTION NO. R-74-15

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN THE PY 2015 CHIP PROGRAM PARTNERSHIP AGREEMENT BY AND BETWEEN THE MIAMI COUNTY BOARD OF COMMISSIONERS AND THE CITY OF PIQUA FOR THE OHIO DEVELOPMENT SERVICES AGENCY (ODSA) COMMUNITY HOUSING IMPACT AND PRESERVATION (CHIP) PROGRAM

WHEREAS, the City of Piqua intends to partner with the Miami County Board of Commissioners to apply to the Ohio Development Services Agency (ODSA), Office of Community Development (OCD) for funding under the Program Year 2015 Community Housing Impact and Preservation (CHIP) Program; and

WHEREAS, through this partnership the Miami County Board of Commissioners and the City of Piqua are eligible to apply for $850,000 of CHIP Program funding provided they meet applicable program requirements; and

WHEREAS, the Ohio Development Services Agency, Office of Community Development (ODSA, OCD) requires the Miami County Board of Commissioners and the Council for the City of Piqua to execute a PY 2015 CHIP Partnership Agreement; and

WHEREAS, the Board of Miami County Commissioners as the governing body and the City of Piqua as the participating party have agreed to enter into a Partnership Agreement for the PY 2015 CHIP program; and

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

SEC. 1: The City Manager is hereby authorized to sign the PY 2015 CHIP Program Partnership Agreement by and between the Miami County Board of Commissioners and the City of Piqua for the ODSA, OCD Community Housing Impact and Preservation (CHIP) Program;

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
### Commission Agenda

#### Staff Report

<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>April 21, 2015</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>REPORT TITLE</th>
<th>A Resolution Authorizing the City Manager to sign the PY 2015 CHIP Program Partnership Agreement by and between the Miami County Board of Commissioners and City of Piqua for the Ohio Development Services Agency (ODSA) Community Housing Impact and Preservation (CHIP) Program</th>
</tr>
</thead>
</table>

| SUBMITTED BY | Name & Title: Nikki Reese, Development Program Manager  
Department: Development |
|--------------|-------------------------------------------------------------------|

<table>
<thead>
<tr>
<th>AGENDA CLASSIFICATION</th>
<th>☑ Resolution</th>
</tr>
</thead>
</table>

| APPROVALS/REVIEWS | ☑ Asst. City Manager/Finance  
☑ Asst. City Manager/Development  
☑ Law Director  
☑ City Manager  
☑ Other: Department Director; |

| BACKGROUND | The City of Piqua intends to partner with the Miami County Board of Commissioners to apply to the Ohio Development Services Agency (ODSA) for funding under the Program Year 2015 Community Housing Impact and Preservation (CHIP) Program. Through this partnership Miami County and the City of Piqua are eligible for $850,000 of CHIP Program funding provided they meet applicable program requirements. On February 12, 2015, Miami County conducted its first Public Hearing to inform citizens about the entire CDBG/HOME program, how funds may be used, what activities are eligible, and other important program requirements. The City of Piqua conducted its first Public Hearing on February 25, 2015. A joint 2nd Public Hearing was held on March 26, 2015.  

Based on both citizen input and a recommendation of the joint Housing Advisory Committee respecting the assessment of the County’s and City’s housing needs, Miami County and the City of Piqua will be selecting from the proposed CHIP activities for PY 2015 CHIP funding. Please refer to the attached PY 2015 CHIP Program Budget.  

The partnership concept was introduced last year by ODSA. The partnership can only be with governmental entities that has an ODSA approved Community Housing Implementation Strategy (CHIS). The City of Piqua and Miami County Board of Commissioners are the only governmental entities in Miami County that have a CHIS. Our CHIP application will receive more points if we partner vs. if we submit a CHIP application on our own. Also, if the City submits a CHIP application on their own they would only be eligible to apply for $350,000. It makes sense that we establish this partnership to secure the additional scoring points with the highly competitive nature of the CHIP program. The Miami County Board of Commissioners will be the lead agency for submitting the CHIP application due to their past success rate of receiving |
the CHIP funding. They have been funded every year that they have submitted a CHIP application. The last time that the City of Piqua has been funded was in 2010. The City has submitted a CHIP application in 2012, 2013, and 2014 and it was not funded.

ODSA anticipates being able to fund 35-40 CHIP applications this program year.

<table>
<thead>
<tr>
<th>BUDGETING AND FINANCIAL IMPACT</th>
<th>Est. Budgeted $: $200,000 (2015); $200,000 (2016); $126,000 (2017)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Est. Expenditure $: $200,000 (2015); $200,000 (2016); $126,000 (2017)</td>
</tr>
<tr>
<td></td>
<td>Source of Funds: CDBG (federal funds); HOME (federal funds); OHTF (State funds)</td>
</tr>
<tr>
<td></td>
<td>Narrative: The total CHIP budget for the City of Piqua is $526,000 for 2015-2017.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OPTIONS (Include Deny /Approval Option)</th>
<th>1. Adopt the Resolution and authorize the City Manager to sign the Partnership Agreement.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2. Deny the Resolution and reject the partnership agreement.</td>
</tr>
<tr>
<td></td>
<td>3.</td>
</tr>
<tr>
<td></td>
<td>4.</td>
</tr>
</tbody>
</table>

| PROJECT TIMELINE | The CHIP application is due May 1, 2015 and we will be notified in September 2015 if our application is funded. We will be able to start implementing the program in January 2016. All projects in this grant cycle will be completed by October 31, 2017. |

| STAFF RECOMMENDATION | Staff recommends that the City Commission adopt the resolution which would allow the City Manager to sign the PY 2015 CHIP Program Partnership Agreement by and between the Miami County Board of Commissioners and the City of Piqua, Ohio for the ODSA, CHIP Program. |

| ATTACHMENTS | • PY 2015 CHIP Program Partnership Agreement by and between the Miami County Board of Commissioners and City of Piqua for the Ohio Development Services Agency (ODSA) Community Housing Impact and Preservation (CHIP) Program |
|             | • PY 2015 CHIP Proposed Budget |
|             | • Description of the CHIP activities |
This Program Year 2015 CHIP Program Partnership Agreement (hereinafter referred to as Partnership Agreement) is entered into by and between the Miami County Board of Commissioners, Miami County, Ohio, an Ohio County (hereinafter referred to as the Applicant/Grantee) and the City of Piqua, Ohio, an Ohio Municipal Corporation (hereinafter referred to as the Partnering Jurisdiction) for the undertaking of the PY 2015 Community Housing Impact and Preservation Program (hereinafter referred to as the CHIP Program), in the event the PY 2015 CHIP Program Application is funded by the Ohio Development Services Administration (hereinafter referred to as the ODSA).

WHEREAS, Applicant/Grantee, in conjunction with the Partnering Jurisdiction, will be applying for an $850,000 CHIP Program Competitive Grant comprised of federal Community Development Block Grant (CDBG) funds, federal HOME Investment Partnership (HOME) funds, and Ohio Housing Trust Funds (OHTF); and

WHEREAS, the ODSA requires the designation of an Applicant/Grantee in order for a CHIP Program Partnership to apply for CHIP Program funding; and

WHEREAS, the ODSA requires the execution of a Partnership Agreement between the Applicant/Grantee and other jurisdictions that are also eligible to receive CHIP Program funds in the event the Applicant/Grantee and the other jurisdictions are willing to mutually form a CHIP Program Partnership; and

WHEREAS, upon the execution of a Partnership Agreement, the partners become a part of the Applicant/Grantee’s CHIP Program for the purposes of program planning, administration, implementation, fiscal obligation, and closeout for the lifetime of the CHIP Program grant period; and

WHEREAS, the ODSA requires the Partnership Agreement to state that it covers all CHIP Program funds awarded from the ODSA’s CDBG, HOME and OHTF allocations, and remains in effect until the CHIP Program activities are completed, all of the funds are expended and the grant is closed out; and

WHEREAS, the ODSA requires the Partnership Agreement to contain a statement that neither the Applicant/Grantee nor the Partnering Jurisdiction can terminate or withdraw from the Partnership Agreement while it remains in effect; and
WHEREAS, the ODSA requires the Partnership Agreement to outline the responsibilities of both the Applicant/Grantee and the Partnering Jurisdiction, including a description of the Applicant/Grantee’s oversight process, records availability for monitoring purposes, and how program income will be managed; and

WHEREAS, the ODSA requires the governing body of the Applicant/Grantee and the governing body of the Partnering Jurisdiction to authorize the Partnership Agreement;

NOW, THEREFORE, it is agreed by and between the Applicant/Grantee and the Partnering Jurisdiction that:

1. **Designation of Applicant/Grantee**

   The Miami County Board of Commissioners is hereby designated the Applicant/Grantee in order for the Miami County/City of Piqua CHIP Program Partnership to apply for PY 2015 CHIP Program funding.

2. **Partnering Jurisdictions**

   The City of Piqua hereby agrees to be a Partnering Jurisdiction under the Miami County/City of Piqua CHIP Program Partnership.

3. **Scope of Agreement**

   **PY 2015 CHIP Program:**

   This Partnership Agreement covers all CHIP Program funds awarded from the ODSA’s CDBG, HOME and/or OHTF allocations, and remains in effect until the CHIP Program activities are completed, all of the funds are expended and the grant is closed out.

   The Applicant/Grantee, with assistance from the Partnering Jurisdiction, shall undertake and complete the activities as set forth in the $850,000 PY 2015 CHIP Program Application to be submitted to the ODSA on or before May 1, 2015.

   The initial overall CHIP Program Budget is established as follows:

   Total CHIP Program Grant Request --- $850,000.

   CHIP Program Funds Reserved for General Administration and Fair Housing --- $102,000.

   Balance of CHIP Program Funds for Project Activities --- $748,000

   The funds budgeted for each CHIP Program project activity for the CHIP Program Partnership is shown on the following page.
3. **Scope of Agreement (continued)**

CHIP Program Project Activity Funds budgeted for the Applicant/Grantee (Miami County):

<table>
<thead>
<tr>
<th>Project/Activity – Miami County</th>
<th>CHIP Funds</th>
<th>Program Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rehabilitation Assistance – Owner Rehabilitation</td>
<td>$0</td>
<td>na</td>
</tr>
<tr>
<td>Rehabilitation Assistance – Rental Rehabilitation</td>
<td>$58,000</td>
<td>4 Units</td>
</tr>
<tr>
<td>Repair Assistance – Owner Home Repair</td>
<td>$183,000</td>
<td>17 Units</td>
</tr>
<tr>
<td>Repair Assistance – Rental Home Repair</td>
<td>$21,000</td>
<td>6 Units</td>
</tr>
<tr>
<td>Homeownership Assistance – Downpayment Assistance</td>
<td>$0</td>
<td>na</td>
</tr>
<tr>
<td>Homeownership Assistance – DPA/Rehabilitation</td>
<td>$0</td>
<td>na</td>
</tr>
<tr>
<td>Homeownership Assistance – New Construction – Habitat</td>
<td>$0</td>
<td>na</td>
</tr>
<tr>
<td>Tenant-Based Rental Assistance – Rental Housing Assistance</td>
<td>$0</td>
<td>na</td>
</tr>
<tr>
<td><strong>Total CHIP Program Funds Allocated for Miami County:</strong></td>
<td><strong>$262,000</strong></td>
<td></td>
</tr>
</tbody>
</table>

Program Funds budgeted for the CHIP Program Project Activity Funds Allocated to Partnering Jurisdiction (City of Piqua):

<table>
<thead>
<tr>
<th>Project/Activity</th>
<th>CHIP Funds</th>
<th>Program Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rehabilitation Assistance – Owner Rehabilitation</td>
<td>$369,000</td>
<td>9 Units</td>
</tr>
<tr>
<td>Rehabilitation Assistance – Rental Rehabilitation</td>
<td>$66,000</td>
<td>3 Units</td>
</tr>
<tr>
<td>Repair Assistance – Owner Home Repair</td>
<td>$39,000</td>
<td>4 Units</td>
</tr>
<tr>
<td>Repair Assistance – Rental Home Repair</td>
<td>$12,000</td>
<td>2 Units</td>
</tr>
<tr>
<td>Homeownership Assistance – Downpayment Assistance</td>
<td>$0</td>
<td>na</td>
</tr>
<tr>
<td>Homeownership Assistance – DPA/Rehabilitation</td>
<td>$0</td>
<td>na</td>
</tr>
<tr>
<td>Homeownership Assistance – New Construction – Habitat</td>
<td>$0</td>
<td>na</td>
</tr>
<tr>
<td>Tenant-Based Rental Assistance – Rental Housing Assistance</td>
<td>$0</td>
<td>na</td>
</tr>
<tr>
<td><strong>Total CHIP Program Funds allocated for City of Piqua:</strong></td>
<td><strong>$486,000</strong></td>
<td></td>
</tr>
</tbody>
</table>

Program Funds budgeted for the CHIP Program Funds Allocated for General Administration and Fair Housing:

<table>
<thead>
<tr>
<th>Miami County – Applicant/Grantee</th>
<th>CHIP Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration/Fair Housing – General Administration</td>
<td>$58,000</td>
</tr>
<tr>
<td>Administration/Fair Housing – Fair Housing Program</td>
<td>$4,000</td>
</tr>
<tr>
<td><strong>Sub-Total for Miami County:</strong></td>
<td><strong>$62,000</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City of Piqua – Partnering Jurisdiction</th>
<th>CHIP Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration/Fair Housing – General Administration</td>
<td>$40,000</td>
</tr>
<tr>
<td>Administration/Fair Housing – Fair Housing Program</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Sub-Total for City of Piqua:</strong></td>
<td><strong>$40,000</strong></td>
</tr>
<tr>
<td><strong>CHIP Program Total:</strong></td>
<td><strong>$102,000</strong></td>
</tr>
</tbody>
</table>

3. **Scope of Agreement (continued)**
Housing Program Income:

This Partnership Agreement covers all Housing Program Income funds available at the time of application submission, and remains in effect until the CHIP Program activities are completed, all of the funds are expended and the grant is closed out.

Applicant/Grantee will be responsible for the retention and redistribution CHIP program income generated from the implementation its activities. Any CHIP program income resulting from the Applicant/Grantee’s expenditure of CHIP Program funds will be administered in compliance with the Applicant/Grantee’s Housing Revolving Loan Fund Administration Agreement with the ODSA.

Partnering Jurisdiction will be responsible for the retention and redistribution CHIP program income generated from the implementation its activities. Any CHIP program income resulting from the Partnering Jurisdiction’s expenditure of CHIP Program funds will be administered in compliance with the Partnering Jurisdiction’s Housing Revolving Loan Fund Administration Agreement with the ODSA.

The Applicant/Grantee and Partnering Jurisdiction mutually understand they are to be compliant with the ODSA “Program Policy Notice: 13-01 – Finance Mechanisms for Office of Community Development Program-Funded Projects except for projects funded with program income or projects funded through the Ohio Housing Finance Agency”.

Housing Program Income funds committed by the Applicant/Grantee (Miami County) for Project Activities:

<table>
<thead>
<tr>
<th>Project/Activity</th>
<th>Program Income</th>
<th>Program Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rehabilitation Assistance – Owner Rehabilitation</td>
<td>$ 0</td>
<td>na</td>
</tr>
<tr>
<td>Rehabilitation Assistance – Rental Rehabilitation</td>
<td>$ 67,000</td>
<td>4 Units*</td>
</tr>
<tr>
<td>Repair Assistance – Owner Home Repair</td>
<td>$ 0</td>
<td>na</td>
</tr>
<tr>
<td>Repair Assistance – Rental Home Repair</td>
<td>$ 35,000</td>
<td>6 Units*</td>
</tr>
<tr>
<td>Homeownership Assistance – Downpayment Assistance</td>
<td>$ 0</td>
<td>na</td>
</tr>
<tr>
<td>Homeownership Assistance – DPA/Rehabilitation</td>
<td>$ 0</td>
<td>na</td>
</tr>
<tr>
<td>Homeownership Assistance – New Construction – Habitat</td>
<td>$ 0</td>
<td>na</td>
</tr>
<tr>
<td>Acquisition/Rehab/Resale – Habitat</td>
<td>$ 0</td>
<td>na</td>
</tr>
<tr>
<td>Tenant-Based Rental Assistance – Rental Housing Assistance</td>
<td>$ 0</td>
<td>na</td>
</tr>
<tr>
<td>Total Program Income Funds committed by Miami County:</td>
<td>$102,000</td>
<td></td>
</tr>
</tbody>
</table>

*CHIP Program-funded outcomes, not additional units.
Housing Program Income funds committed by the Partnering Jurisdiction (City of Piqua) for Project Activities:

<table>
<thead>
<tr>
<th>Project/Activity</th>
<th>Program Income</th>
<th>Program Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rehabilitation Assistance – Owner Rehabilitation</td>
<td>$ 0</td>
<td>na</td>
</tr>
<tr>
<td>Rehabilitation Assistance – Rental Rehabilitation</td>
<td>$58,600</td>
<td>3 Units*</td>
</tr>
<tr>
<td>Repair Assistance – Owner Home Repair</td>
<td>$ 0</td>
<td>na</td>
</tr>
<tr>
<td>Repair Assistance – Rental Home Repair</td>
<td>$ 0</td>
<td>na</td>
</tr>
<tr>
<td>Homeownership Assistance – Downpayment Assistance</td>
<td>$ 0</td>
<td>na</td>
</tr>
<tr>
<td>Homeownership Assistance – DPA/Rehabilitation</td>
<td>$ 0</td>
<td>na</td>
</tr>
<tr>
<td>Homeownership Assistance – New Construction – Habitat</td>
<td>$ 0</td>
<td>na</td>
</tr>
<tr>
<td>Tenant-Based Rental Assistance – Rental Housing Assistance</td>
<td>$ 0</td>
<td>na</td>
</tr>
<tr>
<td><strong>Total Program Income Funds committed by City of Piqua:</strong></td>
<td><strong>$58,600</strong></td>
<td></td>
</tr>
</tbody>
</table>

*CHIP Program-funded outcomes, not additional units.

4. **Performance and Monitoring**

The Applicant/Grantee assumes the responsibility for program planning, administration, implementation, fiscal obligation, and closeout for the lifetime of the CHIP Program grant period, which is estimated to have an effective term of September 1, 2015 through December 31, 2017.

The Applicant/Grantee will manage the grant fund administration and implementation. CHIP Program funds distributed from the Applicant/Grantee to the Partnering Jurisdiction are budgeted as shown in Section 3 of this Partnership Agreement based on the Partnership’s planning process. The CHIP Program funds budgeted for the Partnering Jurisdiction are not awarded to the Partnering Jurisdiction, but are expected to be spent in the Partnering Jurisdiction’s geographic area.

The Applicant/Grantee will monitor the performance of Partnering Jurisdiction in terms of goals and performance standards as stated above. Partnering Jurisdiction shall provide Applicant/Grantee all necessary reporting information as required by ODSA in the administration and review of the CHIP Program funded activities. Substandard performance as determined by the Applicant/Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Partnering Jurisdiction within a reasonable period of time after being notified by Applicant/Grantee, suspension of funding procedures against the Partnering Jurisdiction will be initiated by Applicant/Grantee.

5. **Termination of Agreement**

Neither the Applicant/Grantee nor the Partnering Jurisdiction may terminate or withdraw from this Partnership Agreement while it remains in effect.
However, it is understood that continued participation in the Partnership Agreement and program selection is subject to Piqua City Commission approval. Failure to approve any project by the City Commission shall not be held against the City in determining the dollars being awarded to the City.

6. **Prohibition on Subrecipient Agreements**

   The Applicant/Grantee and the Partnering Jurisdiction agree that Subrecipient Agreements are prohibited by the ODSA under the CHIP Program, and the Applicant/Grantee and Partnering Jurisdiction mutually understand they are to be compliant with ODSA “Program Policy Notice: OCD 13-04 – Agreements for Grant Administration of Office of Community Development Programs”.

7. **CHIP Program Policy and Procedures Manual (PPM)**

   On behalf of the CHIP Program Partnership, the Applicant/Grantee will adopt one PPM.

   In addition, the following three activity-specific elements will be required in the CHIP Program Application:

   a. Client selection criteria, including the population(s) to be served.

   b. Method(s) of determining income eligibility.

   c. Details about the finance mechanism(s) that will be implemented.

   These three elements are currently addressed in the Applicant/Grantee’s PPM and in the Partnering Jurisdiction’s PPM. The information submitted in the CHIP Program Application will supersede the PPM adopted by the Applicant/Grantee. Other than the above three elements, any necessary updates to the newly adopted PPM will be attached to the CHIP Program Application.

8. **Partner Responsibilities**

   **Program Planning:**

   a. Applicant/Grantee will be responsible for conducting the ODSA required Housing Advisory Committee (HAC) Meeting(s).

   b. Applicant/Grantee will determine how CHIP Program funds will be allocated and distributed in consultation with the Partnering Jurisdiction in conjunction with the above HAC planning process.

   c. Applicant/Grantee will be responsible for preparing and submitting the CHIP Program Grant Application on or before the May 1, 2015 deadline.

   d. Partnering Jurisdiction will be responsible for participating in the ODSA required Housing Advisory Committee (HAC) Meeting(s).
e. Partnering Jurisdiction will be responsible for recommending how CHIP Program funds will be allocated and distributed by the Applicant/Grantee in conjunction with the above HAC planning process.

General Administration and Oversight Process:

a. Applicant/Grantee will be responsible for executing Grant Agreements with the ODSA for CHIP Program Grant, if awarded funding by the ODSA.

b. Partnering Jurisdiction will be responsible for undertaking specific projects of the CHIP Program Grant that are located within the City of Piqua.

c. Applicant/Grantee will remain responsible for employing administrators and any consultant staff.

d. The Applicant/Grantee’s CHIP Program Policy and Procedures Manual (PPM) will be adopted for CHIP Program Partnership.

Activity Implementation:

a. Applicant/Grantee will undertake the CHIP Program project activities based on need, performance, timeliness, outcome achievement, and availability of funds.

b. Partnering Jurisdiction will undertake its specific projects of the CHIP Program Grant that are located within the City of Piqua based on need, performance, timeliness, outcome achievement, and availability of funds.

c. Applicant/Grantee and Partnering Jurisdiction will undertake its specific projects of the CHIP Program Grant financed with HOME funds in accordance with the commitment deadline established by the ODSA. All projects financed with HOME funds must be committed by February 28, 2017. The Partnering Jurisdiction must notify the Applicant/Grantee by December 31, 2016 of any balance of HOME funds the Partnering Jurisdiction predicts it will be unable to commit by February 28, 2017. The Applicant/Grantee reserves the right to reallocate the Partnering Jurisdiction’s projected uncommitted HOME funds to activities of the Applicant/Grantee.

d. Applicant/Grantee will be responsible for filing mortgages on its properties, if applicable.

e. Partnering Jurisdiction will be responsible for filing mortgages on its properties, if applicable

Fiscal Obligation:

a. Applicant/Grantee shall use the CHIP Program grant funds solely for the stated purposes set forth in this Partnership Agreement and in the Grant Agreement between the Applicant/Grantee and the ODSA.

b. Partnering Jurisdiction shall use the CHIP Program grant funds solely for the stated purposes set forth in this Partnership Agreement and in the Grant Agreement between the Applicant/Grantee and the ODSA.
c. All expenditures of the Applicant/Grantee and the Partnering Jurisdiction shall be supported by contracts, invoices, vouchers and other data as appropriate.

d. Applicant/Grantee and the Partnering Jurisdiction shall require delivery before payment is made for purchased goods, equipment or services, unless the Applicant/Grantee obtains satisfactory security from the vendor.

e. CHIP Program grant funds shall be deposited and maintained in a separate fund account upon the books and records of the Applicant/Grantee.

f. Partnering Jurisdiction shall directly pay contractor invoices then submit reimbursement requests to the Applicant/Grantee containing complete source documentation verifying that invoices were paid.

Records Availability for Monitoring Purposes:

a. Applicant/Grantee shall submit to the ODSA all reports as required by the ODSA.

b. Partnering Jurisdiction shall submit to the Applicant/Grantee all reports as required by the ODSA.

c. All records of the Applicant/Grantee and the Partnering Jurisdiction pertinent to the activities undertaken as part of this Partnership Agreement shall be maintained in accordance with 24 CFR 570.490 or 570.506, the Grant Agreements with the ODSA, the Ohio Small Cities CDBG Program Handbook and the PY 2015 CHIP Program application, which are not attached hereto but is incorporated herein by reference.

Closeout of CHIP Program Grant:

a. Applicant/Grantee shall establish and maintain for at least five (5) years from the final close out of this Partnership Agreement such records as are required by the ODSA, including but not limited to, financial reports, intake and participant information, program and audit reports.

9. Notices

Notices required by this Partnership Agreement shall be made in writing and delivered via postage prepaid mail, commercial courier, or personal delivery or sent by facsimile or other electronic means (provided that receipt is confirmed). Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Partnership Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Partnership Agreement shall be directed to the following representatives shown on the next page:
10. Miscellaneous

Governing Law

This Partnership Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.

Forum and Venue

All actions regarding this Partnership Agreement shall be brought exclusively in a court of competent subject matter jurisdiction in Miami County, Ohio, and the parties agree that venue in such courts is appropriate.

Entire Agreement

This Partnership Agreement and its attachments, exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

Severability

Whenever possible, each provision of this Partnership Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Partnership Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Partnership Agreement.
Amendments or Modifications

Either party may at any time during the term of this Partnership Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Plan Submission. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the PY 2015 CHIP Program funded activities. Should the parties consent to modification of the Partnership Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

Assignment

Neither this Partnership Agreement, nor any rights, duties or obligations described herein, shall be assigned, subcontracted or subgranted by the Partnering Jurisdiction without the prior express written consent of the Applicant/Grantee.

IN WITNESS WHEREOF; the Miami County Board of Commissioners and the City of Piqua have executed this Partnership Agreement on ________________________________.

MIAMI COUNTY, OHIO
BOARD OF COUNTY COMMISSIONERS

BY: ____________________________________________________
John F. Evans, President

THE CITY OF PIQUA, OHIO
A MUNICIPAL CORPORATION

BY: ____________________________________________________
Gary A. Huff, City Manager

BY: ____________________________________________________
Richard Cultice, Vice President

BY: ____________________________________________________
John W. O’Brien, Member

APPROVED AS TO FORM:
CITY OF PIQUA
COMMUNITY HOUSING IMPACT & PRESERVATION PROGRAM (CHIP)

**Goal:** Through an efficient, flexible, impactful approach, the CHIP will partner with Ohio communities to preserve and improve the affordable housing stock for low- and moderate-income Ohioans and strengthen neighborhoods through community collaboration.

*The City of Piqua is partnering with the Miami County Board of Commissioners to submit a 2015 CHIP application. By partnering, we are eligible for $850,000 (This would be a combined total for both Piqua and Miami County.) The CHIP program is highly competitive and funding is not guaranteed.*

The City of Piqua has selected Historic East Piqua and Southview Neighborhoods as our target areas to focus the CHIP funding.

**Application Timing:** The CHIP application is due May 1, 2015 and the Grant Award is announced in September 2015. Implementation can start January 1, 2016 and run through October 31, 2017 or until funding is exhausted.

**Eligible CHIP Housing Activities**

1. **Private Owner Rehabilitation** is a loan program that provides funds to correct sub-standard conditions throughout a dwelling in order to make the dwelling safe, healthy, durable, energy efficient and affordable. In most circumstances, this means the home’s mechanical systems (electrical, plumbing and heating) and exterior and interior structural components (roof, walls, floors and foundation) will be repaired or replaced to meet the required standards so as to improve and protect the supply of sound, serviceable lower-income, owner-occupied housing stock. Private Owner Rehabilitation can also include replacing an owner-occupied dwelling unsuitable for rehabilitation with an approved manufactured unit or a site-built unit located on the same property. CHIP limit of assistance per unit is $46,000 inclusive of activity delivery costs (aka soft costs). This is a deferred loan at 0% interest where 75% of the total loan is forgiven after 5 years as long as the homeowner continues to reside there. The remaining 25% of the loan will have to be paid back to the City of Piqua when the property owner sells the dwelling or turns the dwelling into a rental unit. **The funding is only available to owner-occupied residential dwelling units.** HOME and CDBG are the eligible funding sources.

2. **Rental Rehabilitation** is a loan program that provides funds to rehabilitate rental properties for occupancy by lower-income renters. **The owner of the rental unit must be the applicant to receive the Rental Rehabilitation funds.** The owner of the rental property is typically required to contribute a portion of the rehabilitation cost. Recipients of the Rental Rehabilitation funds must agree to rent to persons of low or moderate incomes (according to HUD’s Section 8...
Income Limits) and to not charge rents in excess of the maximum allowable Fair Market Rents established by HUD. Rent is defined as contract rent plus an allowance for utilities based on the applicable utility chart. Sub-standard conditions must be corrected to meet the required standards for rehabilitation. CHIP limit of assistance per unit is $46,000 inclusive of activity delivery costs (aka soft costs). This loan program is a combination of a deferred loan at 0% interest (50% of the total project cost) that is forgiven after 10 years and a 10 year direct loan with a 3% interest rate (50% of the total project cost). HOME and CDBG are the eligible funding sources.

3. **Home Repair** is a 100% grant program that provides funds for the preservation of lower-income, owner-occupied housing via limited assistance to correct specific problems that adversely affect the structural integrity of the dwelling and/or occupant health and safety. Home repair funds can also address lead-based paint hazards, handicap accessibility and the connection of a home’s plumbing system to a public water supply and/or public sewage system. CHIP limit of assistance per unit is $12,000 inclusive of activity delivery costs (aka soft costs). The funding is only available to owner-occupied residential dwelling units. CDBG and OHTF are the eligible funding sources.

4. **Rental Home Repair** is a loan program that provides funds to rehabilitate rental properties for occupancy by lower-income renters. The owner of the rental unit must be the applicant to receive the Rental Home Repair funds. Recipients of the Rental Home Repair funds must agree to rent to persons of low or moderate incomes (according to HUD’s Section 8 Income Limits) and to not charge rents in excess of the maximum allowable Fair Market Rents established by HUD. For-profit landlords with income levels exceeding 80 percent of Area Median Income MUST contribute financially to the project. Landlord contributions MUST be 50 percent of the hard costs of the project. Landlords with income levels at or below 80 percent of Area Median Income are limited to contributing the 50% of the total project cost. The Rental Home Repair activity addresses one or more serious health and safety issues, the scope of work is less extensive and the costs are generally lower than the Rental Rehabilitation activity. Sub-standard conditions must be corrected to meet the required standards for rehabilitation. CHIP limit of assistance per unit is $12,000 inclusive of activity delivery costs (aka soft costs). CDBG is the eligible funding source.
Miami County
Low and Moderate Income Limits (LMI) (80% or less)
(Effective 1-1-2015)

*These limits change annually.
- mother, father, two children = 4 living in household
- *Gross Income not Net Income
- *Debit is not factored in

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<th># Persons Living in Household</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
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<td>Income Limit</td>
<td>$34,550</td>
<td>$39,500</td>
<td>$44,450</td>
<td>$49,350</td>
<td>$53,300</td>
<td>$57,250</td>
<td>$61,200</td>
<td>$65,150</td>
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Contact Information:

Nikki Reese
Development Program Manager
nreese@piquaoh.org
937-778-2062
# PY 2015 CHIP PROPOSED BUDGET

<table>
<thead>
<tr>
<th>MIAMI COUNTY ACTIVITIES</th>
<th>CHIP FUNDS</th>
<th>OTHER FUNDS (Landlord $$)</th>
<th>PROGRAM INCOME</th>
<th>PROGRAM OUTCOMES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner Home Repair</td>
<td>$183,000</td>
<td>None</td>
<td>None</td>
<td>17 repairs</td>
</tr>
<tr>
<td>Rental Rehabilitation</td>
<td>$58,000</td>
<td>$9,000</td>
<td>$67,000</td>
<td>4 repairs</td>
</tr>
<tr>
<td>Rental Home Repair</td>
<td>$21,000</td>
<td>$1,000</td>
<td>$35,000</td>
<td>6 repairs</td>
</tr>
<tr>
<td>Administration</td>
<td>$62,000</td>
<td>None</td>
<td>None</td>
<td>na</td>
</tr>
<tr>
<td>Miami County Total</td>
<td>$324,000</td>
<td>$10,000</td>
<td>$102,000</td>
<td>27</td>
</tr>
</tbody>
</table>

| PIQUA ACTIVITIES                 |             |                             |                |                 |
| Owner Rehabilitation             | $369,000    | None                        | None           | 9 repairs       |
| Rental Rehabilitation            | $66,000     | None                        | $58,600        | 3 repairs       |
| Owner Home Repair                | $39,000     | None                        | None           | 4 repairs       |
| Rental Home Repair               | $12,000     | $9,000                      | None           | 2 repairs       |
| Administration                   | $40,000     | None                        | None           | na              |
| Piqua Total                      | $526,000    | $9,000                      | $58,600        | 18              |

| PROGRAM TOTALS                   | $850,000    | $19,000                     | $160,600       | 45              |
RESOLUTION NO. R-75-15

A RESOLUTION AUTHORIZING AN AMENDMENT TO ZONING MAP TO CHANGE THE ZONING DESIGNATION OF 8620 AND 8654 N. C.R. 25-A TO I-1 (LIGHT INDUSTRIAL)

WHEREAS, the Planning Commission has studied a proposed amendment to the zoning map to change the zoning designation of 8620 and 8654 N. C.R. 25-A to I-1 (Light Industrial); and

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

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

WHEREAS, the City of Piqua Charter Section 154.141 directs the Commission to take action on zoning amendment recommendations received from the Planning Commission at their next regularly scheduled meeting; and

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

SEC. 1: The zoning designation of I-1 (Light Industrial) to 8620 and 8654 N. C.R. 25-A, is hereby approved.

SEC. 2: The zoning map attached to Ordinance No. 42-96 as subsequently amended is hereby revised and amended to assign a zoning designation of I-1 (Light Industrial) to 8620 and 8654 N. C.R. 25-A, and the City Planner is hereby authorized to make said change on the original zoning map.

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

LUCINDA L. FESS, MAYOR

PASSED: _______________________

ATTEST: _______________________

REBECCA J. COOL
CLERK OF COMMISSION
### MEETING DATE
October 31, 2012

### REPORT TITLE
A RESOLUTION AUTHORIZING AN AMENDMENT TO ZONING MAP TO CHANGE THE ZONING DESIGNATION OF 8620 AND 8654 N. C.R. 25-A TO I-1 (LIGHT INDUSTRIAL)

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

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

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

### BACKGROUND
This item was presented to the Planning Commission in response to renewed activity in the use of the subject properties. Currently portions of the subject locations include a B (General Business) zoning designation that is not entirely compatible with the business park use activities anticipated at this location.

The Planning Commission held a public hearing concerning this item on April 14, 2015. At the hearing the Planning Commission referenced the H (Highway) zoning that formerly existed at this location that allowed for more intense use types and development patterns than what is allowed in the current B (General Business) zoning designation. With reference to the City of Piqua Comprehensive Plan and the Development and Conservation Map included therein, the Planning Commission concluded the I-1 (Light Industrial) zoning designation would be more appropriate zoning for this location than the current B (General Business) zoning designation. No persons from the public spoke concerning this matter.

The four Planning Commission members present reviewed proposed zoning change and unanimously recommended approval of the proposed change to the zoning designation of the subject property.

### BUDGET/FINANCIAL IMPACT
- Budgeted $: 0
- Expenditure $: 0
- Source of Funds: N/A

**Narrative:**

| Budgeted $ | 0 |
| Expenditure $ | 0 |
| Source of Funds | N/A |
| OPTIONS                                    | 1. Adopt the resolution and approve the proposed change the zoning designation of the subject property. |
|                                          | 2. Defeat the resolution and deny the proposed to change the zoning designation of the subject lot.   |

| PROJECT TIMELINE                          | April 14, 2015 – Planning Commission  |
|                                          | April 21, 2015 – City Commission      |

| STAFF RECOMMENDATION                      | Approve the proposed amendment.       |

| ATTACHMENTS                               | Resolution, Zoning Map (snapshot of subject neighborhood), Planning Commission Supporting Documents |
WHEREAS, ATM Investments LLC, owner of the subject property in the City of Piqua, Ohio, has submitted a request to change the B General Business portion of the property located at 8620 and 8654 N. Co. Rd. 25-A to I-1 Light Industrial; and

WHEREAS, the Planning Commission has studied the request, conducted a public hearing on the matter, and has established findings that indicate the proposed zoning designation:

- Will be compatible with the intended use of the real property.
- Will not threaten the general health, safety, and welfare of the surrounding properties, and the adjacent property values will not be negatively affected.
- Is compatible with the general economic development policies of the City.
- Conforms to all other applicable codes and regulations of the City.

NOW THEREFORE BE IT RESOLVED, board member Mr. Spoltman hereby moves to recommend approval or denial of the request made, as described by this resolution, the testimony provided, and the documents included herewith, and the motion is seconded by board member Mrs. Pearson, and the voting record on this motion is hereby recorded as follows.

<table>
<thead>
<tr>
<th></th>
<th>AYE</th>
<th>NAY</th>
<th>ABSTAIN</th>
<th>ABSENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mr. Jim Oda</td>
<td>✔</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Mr. Gary Koenig</td>
<td>✔</td>
<td></td>
<td></td>
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<tr>
<td>Mr. Stu Shear</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Mrs. Cindy Pearson</td>
<td>✔</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mr. Mark Spoltman</td>
<td>✔</td>
<td></td>
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<td></td>
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</tbody>
</table>
RESOLUTION NO. R–76-15

A RESOLUTION AUTHORIZING A PURCHASE ORDER TO THE MCLEAN COMPANY, FOR THE PURCHASE OF AN ASPHALT PAVER AND COMPACTION ROLLER FOR STREET DIVISION OF PUBLIC WORKS

WHEREAS, the Street Division of the Piqua Public Works Department desires to purchase an asphalt paver and compaction roller;

WHEREAS, the purchases are being made by using State of Ohio Contract #800408 and Contract #800341 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 McLean Company for the purchase of an asphalt paver and compaction roller according to the State of Ohio Contract terms;

SEC. 2: The Finance Director certifies funds are available and is hereby authorized to draw her warrants from time to time from the Street Fund (Fund 101) in the amount of $295,859.00 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
# Commission Agenda

## Staff Report

<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>April 21, 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A RESOLUTION AUTHORIZING A PURCHASE ORDER TO THE MCLEAN COMPANY, FOR THE PURCHASE OF AN ASPHALT PAVER AND COMPACTION ROLLER FOR THE STREET DIVISION OF PUBLIC WORKS.</td>
</tr>
</tbody>
</table>
| SUBMITTED BY | Name & Title: **Doug Harter**  
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 | We currently have a small paver and roller, but with Commission approving more money to the Street Division of Public Works for paving, the current equipment is not efficient at performing the amount of work we will be doing. Both the asphalt paver and roller are on the State Bid. We also looked at the State Bid for Volvo on comparable pavers and rollers, and the McLean Company was $89,184 less than Volvo. |
| BUDGETING AND FINANCIAL IMPACT | Budgeted $: $302,000  
Expenditure $: $295,859  
Source of Funds: **Street Division Budget**  
Narrative: This will give us the ability to pave more streets in a more efficient and timely manner. We will also be able to contract the asphalt hauling with a trucking company (tandem axle trucks) so that our Parks Division can perform their duties instead of hauling asphalt. Our current paver will not handle loads from a tandem axle dump truck. |
| OPTIONS | 1. Approve Resolution as presented.  
2. Approve Resolution with changes.  
3. Deny Resolution and offer staff an alternative.  
4. |
| PROJECT TIMELINE | The new asphalt paver and compaction roller would be ordered right away and delivery would be expected in 30-60 days. |
| STAFF RECOMMENDATION | We support the passage of this Resolution so that we may improve the in-house paving program throughout the city and the efficiency in which it is done. |
| ATTACHMENTS | Please see the attached State Bid pricing and spec sheets. |
**2015 OH STS Model Year Pricing**

**EQUIPMENT PRICING & ORDER FORM**

**8515C Paver**

**SOLD ORDER - CUSTOMER CLASS:**
- CONTRACTOR
- GOV / MUNI
- GSA
- NJPA

### MODEL | DRIVE | ENGINE | SCREED | LIST PRICE | ORDER NUMBER |
<table>
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<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>8515C</td>
<td>Track, Poly Pads</td>
<td>85 HP Kubota</td>
<td>8' to 15' LP Legend</td>
<td>$157,000</td>
<td>8515CKLB</td>
</tr>
<tr>
<td>8515C</td>
<td>Track, Poly Pads</td>
<td>85 HP Cummins</td>
<td>8' to 15' LP Legend</td>
<td>$157,000</td>
<td>8515CCMN</td>
</tr>
</tbody>
</table>

**STANDARD FEATURES**

8515C Pavers are equipped with: Tier 4 engine. "Operater's Choice" control platform allowing operation from the high or low deck position. All controls are electric over hydraulic and operate from both left and right sides of a vandal-protected control panel. Directional steering are controlled by w/2 removable, electrically-operated joystick control boxes. The 8515C is equipped with: heavy duty, radius hopper wings, 12" dia. sonic-controlled, 36" wide conveyors, 2 screw vibrators, 2 Speed Drive Motors, full-safe brakes, winch/stop function, 4 operating lights, Amber Safety Strobe Light, horn and backup alarm, citius Spraydown system w/ 2 hose reals. Gage package: oil pressure gauge, voltmeter, tachometer, hour meter, electric fuel & water temperature gauges, and 2 seats.

**Legend Plus Screed:** 8' to 15' hydraulically extendable, dual vibrators, 4 LP burners, and replaceable wear shoes.

* Electric Legend Plus Screed: 8' to 15' hydraulically extendable, dual vibrators, main screen and extensions electrically heated. equipped with replaceable wear shoes.

**Legend 815HD Electric Screed:** (see above for description)

**Electric Legend Plus Screed:** (see above for description)

### OPTIONS

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>LIST PRICE</th>
<th>ORDER NUMBER</th>
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</thead>
<tbody>
<tr>
<td><strong>Legend 815HD Electric Screed</strong></td>
<td>$14,250</td>
<td>1000002</td>
</tr>
<tr>
<td>Screed Extension Vibration (Hydraulically activated vibration)</td>
<td>$3,500</td>
<td>1000009</td>
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<tr>
<td><strong>Electric Legend Plus Screed</strong></td>
<td>$7,900</td>
<td>1004015</td>
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<tr>
<td>Rubber Track, continuous</td>
<td>$750</td>
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<tr>
<td>Steel Track - in lieu of Poly</td>
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<tr>
<td>Slewing Screw Extensions</td>
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<tr>
<td>Heated Empties <strong>only available on the Legend 815 HD</strong></td>
<td>$1,750</td>
<td>1011211</td>
</tr>
<tr>
<td>Track Hitch</td>
<td>$7,150</td>
<td>1004634</td>
</tr>
<tr>
<td>Power Crown</td>
<td>$3,500</td>
<td>1004816</td>
</tr>
<tr>
<td>Steering Wheel Drive Controls (in lieu of joysticks)</td>
<td>$650</td>
<td>1004842</td>
</tr>
<tr>
<td>Wiring Only, Grade Controls (Topcon) - includes A M modules</td>
<td>$3,975</td>
<td>987320</td>
</tr>
<tr>
<td>Sonic Grade Control, One Side (Topcon)</td>
<td>$9,900</td>
<td>TBD</td>
</tr>
<tr>
<td>Dual Grade Control (Topcon System 5)</td>
<td>$15,000</td>
<td>988469</td>
</tr>
<tr>
<td><strong>20'4 LeeBoy Ski</strong></td>
<td>$25,000</td>
<td>986396</td>
</tr>
<tr>
<td><strong>30' to 40' LeeBoy Ski</strong></td>
<td>$250</td>
<td>851584</td>
</tr>
<tr>
<td><strong>12' Auger Extension, right and left</strong></td>
<td>$1,250</td>
<td>851577</td>
</tr>
<tr>
<td><strong>24' Auger Extension Group w/ Shields (includes left and right)</strong></td>
<td>$3,250</td>
<td>851563</td>
</tr>
<tr>
<td><strong>12' Roll Up Curb Attachment, right-hand</strong></td>
<td>$3,250</td>
<td>851563R</td>
</tr>
<tr>
<td><strong>12' Roll Up Curb Attachment, left-hand</strong></td>
<td>$2,750</td>
<td>851563L</td>
</tr>
<tr>
<td><strong>24' Roll Up Curb Attachment, right-hand</strong></td>
<td>$3,250</td>
<td>851563R</td>
</tr>
<tr>
<td><strong>24' Roll Up Curb Attachment, left-hand</strong></td>
<td>$2,750</td>
<td>851563L</td>
</tr>
</tbody>
</table>

4 - Adjuster Screed (special option)* not available on the Legend 815HDE screed | $2,750 | 1004910 |

**LEGEND HD**

**HEAVY DUTY ELECTRIC SCREED SYSTEM**

### COMMENTS:

(Signature)

Phone:

---

(LeeBoy Use Only) Rec'd by: __________________ Date: ____________ Promise Date: ____________
The Department of Administrative Services has completed the evaluation and analysis of the State Term Schedule (STS) offering submitted by the Contractor as listed herein. The Contractor listed herein has been determined to provide competitive, economical and reasonable pricing for the items contained in their offer. The respective offer, including the Standard Contract Terms & Conditions, any proposal amendment, special contract terms & conditions, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this State Term Schedule.

This State Term Schedule is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Schedule is renewed, terminated, or cancelled in accordance with the Standard Contract Terms and Conditions.

This State Term Schedule is available to all state agencies, state institutions of higher education and political subdivisions properly registered as members of the Cooperative Purchasing Program of the Department of Administration Services, as applicable.

Agencies are eligible to make purchases of the supplies and/or services in any amount and at any time as determined by the agency (see maximum order limit). The State makes no representation or guarantee that agencies will purchase the supplies and/or services approved in the State Term Schedule.

State agencies may make purchases under this State Term Schedule up to $2500.00 using the state of Ohio payment card. Any purchases that exceed $2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

Questions regarding this and/or the State Term Schedule may be directed to:

Terri Villavicencio, CPPB
Terri.villavicencio@das.ohio.gov

This State Term Schedule and any Amendments thereto are available from the DAS website at the following address: http://procure.ohio.gov.
STATE TERM SCHEDULE
STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

CONTRACTOR, PRICES, TERM SCHEDULE, ETC.

Contractor:
Contractor does not accept POs
VT LeeBoy, Inc.
500 Lincoln County Parkway Ext
Lincoln, NC 28092
www.LeeBoy.com

Contractor Contacts:
Mr. Tony Wight 412-310-0949 Fax:N/A Sales Contact twight@leeboy.com

Delivery:
See Notes Section

Terms:
Net 30 Days

Basic Order Limitations: (Agencies should contact Procurement Services when they expect to exceed the Maximum Order Limitation.)
Minimum: $100.00
Maximum: $500,000.00

APPROVED PRODUCTS/SERVICES: Only those vendors, products, or services as listed in the price pages, approved by the Office of Procurement Services, may be purchased from this State Term Schedule. Any vendors, prices, terms, conditions, products or services not listed in the approve price sheets are outside the scope of this schedule.

MANDATORY USE CONTRACTS: All General Distribution Contracts (GDC), Limited Distribution Contracts (LDC), Multiple Award Contracts (MAC), and Request for Proposals (RFP) take precedence over this State Term Schedule (STS). This STS is only for governmental entities without a mandatory use contract.

EXCLUDED ITEMS: (State Agencies Only) in accordance with the Ohio Revised Code Section 5147.07, 125.60, through 125.6012, 5119.16 and 3304.28 through 3304.33 state agencies are required to purchase through Ohio Penal Industries (OPI); Community Rehabilitation Programs (CRP); Department of Mental Health (DMH) Office of Support Services (Central Warehouse, and Pharmacy Services); and Rehabilitation Services Commission (RSC). State agencies must obtain a waiver from OPI, CRP, DMH Central Warehouse or Pharmacy Services, and/or RSC to procure from this schedule.

SPECIAL NOTE: The state of Ohio including but not limited to its agencies, boards, commissions, departments, state universities, state vocational schools, state community colleges of Ohio, and any entity authorized by law to use this State Term Schedule (STS) is not obligated to procure any products or services from this STS. This STS shall not be construed to prevent the state from purchasing products or services using other procurement methods as authorized by law.

NOTICE TO CONTRACTOR/VENDOR: It is the responsibility of the contractor’s contact to maintain this State Term Schedule with current information. All updates i.e., telephone numbers, contact names, email addresses, tax identification number, prices, and catalogs etc., are required to be processed through the formal amendment authorization process which is initiated by way of a written request from the contractor’s contact.

UNSPSC CODES (OAKS Category ID) and Item Descriptions:
All purchase orders placed against this contract shall use the following UNSPSC Codes when completing requisitions.

22101600 - Paving equipment

NOTES:
Delivery Terms:
Chassis Mounted Products: 6 to 8 weeks after the chassis is received
All Other Products: 10 to 12 weeks A.R.O.

Please Note: Unless expressly stated within the body of the Contract, all Contract Terms and Conditions shall prevail over any terms stated in the contractor catalogs and price lists.

Contract pricelists:
LeeBoy pricelist is dated 12/10/2014
Rosco pricelist is dated 12/10/2014
# Dealer Index

**Dealer Name & Address**
0000064707
MCLEAN CO
3155 E 17th Ave
Columbus, OH 43219

**Dealers Contact:**

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
<th>Fax</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ms.  Tina Baker</td>
<td>614-475-2880</td>
<td>614-475-0069</td>
<td><a href="mailto:tbaker@themcleancompany.com">tbaker@themcleancompany.com</a></td>
</tr>
</tbody>
</table>

**Remit to:**
0000064707
MCLEAN CO
6681 Chittenden Rd.
Hudson, OH 44236

**OAKS Contract ID**
800408-2
**TANDEM VIBRATORY COMPACTOR WITH ARTICULATED STEERING**

**ENGINE:**
Model: Deutz TCD 2.9 L4, turbo-charged, water-cooled, 4 cylinder, Tier 4i, diesel, 74 HP at 2,500 RPM.

**INSTRUMENTS:**
Hour meter, parking brake indicator light, low engine oil pressure warning light, alternator charge light, air cleaner restriction indicator light, fuel gauge, high engine coolant temperature indicator light, hydraulic oil temperature indicator light, water level gauge, horn, emergency stop button, digital vibration meter for each drum, vandalism protection, speedometer, automatic speed control, offset indicator light.

**DRUM SPRAY SYSTEM:**
Pressurized spray system with primary and secondary pumps, interval switch, water filter and hand serviceable spray nozzles. Water tank capacity - 185 US gallons.

**OTHER:**
4 post ROPS/canopy with seat belt, front and rear work lights, turn signals, flashers, back-up alarm and 4 - ROPS/canopy mounted, quartz-halogen, work lights. Dual, seat mounted, 5-in-1 control levers.

<table>
<thead>
<tr>
<th>Model</th>
<th>Description</th>
<th>Operating Weight</th>
<th>List Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>HD+ 70i VV</td>
<td>Drums - 59&quot; wide X 45&quot; diameter. 5.3&quot; hydraulic offset. Front only / rear only / both drums vibrate.</td>
<td>15,830 lbs</td>
<td>$131,812</td>
</tr>
<tr>
<td>HD+ 70i VV HF</td>
<td>Drums - 59&quot; wide X 45&quot; diameter. 5.3&quot; hydraulic offset. Front only / rear only / both drums vibrate.</td>
<td>15,830 lbs</td>
<td>$135,493</td>
</tr>
</tbody>
</table>

**OPTIONS**

ROPS - Cab with heater and AC - in lieu of open ROPS/canopy.
Factory installed only. $21,797

Cab mounted, "night paving", xenon, work lights (in lieu of standard quartz-halogen lights), (2 - front and 2 - rear).
Field conversion kit only (part # 2120894).
Factory installed. $4,159

Cab mounted, beacon light.
Field conversion kit only (part # 2092632). $513

ROPS/canopy mounted, "night paving", xenon, work lights, (2 - front and 2 - rear).
Field conversion kit only (part # 2169630).
Factory installed. $4,742

ROPS/canopy mounted, beacon light.
Field conversion kit only (part # 2164334). $641

Hamm pavement temperature sensor.
Field conversion kit - front mount (part # 2137444). $1,818
Field conversion kit - rear mount (part # 2141855). $1,818

(PRICES AND SPECIFICATIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE)
List Prices in US Dollars, FOB Port of Entry Price List Effective: August 1, 2013
STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

S & L GOVERNMENT PRICING SCHEDULE

SCHEDULE NUMBER: 800541  EFFECTIVE DATES: 02/10/2014 TO 01/31/2019

The Department of Administrative Services has completed the evaluation and analysis of the State Term Schedule (STS) offering submitted by the Contractor as listed herein. The Contractor listed herein has been determined to provide competitive, economical and reasonable pricing for the items contained in their offer. The respective offer, including the Standard Contract Terms & Conditions, any proposal amendment, special contract terms & conditions, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this State Term Schedule.

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Terri Villavicencio, CPPB
Terri.villavicencio@das.ohio.gov

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STATE TERM SCHEDULE
STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

CONTRACTOR, PRICES, TERM SCHEDULE, ETC.
Contractor:
Contractor does not accept POs
Wirtgen America Inc
PO Box 415000
Nashville, TN 372415000

Contractor Contacts:
Ms. Sandy Draper
615-501-6600 Ext 412
Fax:615-501-6691
Sales Contact: sandy@wirtgenamerica.com

Delivery:
30 Days A.R.O.- F.O.B. Destination

Terms:
Net 30 Days

Basic Order Limitations (Agencies should contact Procurement Services when they expect to exceed the Maximum Order Limitation.)
Minimum: $15.00
Maximum: $500,000.00

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UNSPSC CODES (OAKS Category ID) and Item Descriptions:
All purchase orders placed against this contract shall use the following UNSPSC Codes when completing requisitions.

22101600 - Paving equipment
Milling Machines, Rollers, Road Pavers, Compactors

NOTES:
Please Note: Unless expressly stated within the body of the Contract, all Contract Terms and Conditions shall prevail over any terms stated in the contractor catalogs and price lists.

Current pricelist is dated August 01, 2013

Discount: 15% off list price
**Dealer Index**

**Dealer Name & Address**

0000064707  
The McLean Company  
3155 E 17th Ave  
Columbus, OH 43219

**Remit to:**

0000064707  
The McLean Company  
6681 Chittenden Rd  
Hudson, OH 44236

**OAKS Contract ID**

800341-2

---

**Dealer's Contact:**

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
<th>Fax</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ms. Tina Baker</td>
<td>614-475-2880</td>
<td>614-475-0069</td>
<td><a href="mailto:tbaker@themcleancompany.com">tbaker@themcleancompany.com</a></td>
</tr>
</tbody>
</table>
RESOLUTION NO. R-77-15

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO 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 DESIGNATING A DEDICATED REPAYMENT SOURCE FOR THE LOAN

WHEREAS, the City of Piqua seek to upgrade existing wastewater facilities; and

WHEREAS, the City of Piqua intends to apply for a Supplemental Water Pollution Control Loan Fund (WPCLF) for the planning, design and construction of the wastewater facilities; and

WHEREAS, the Ohio Water Pollution Control Loan Fund requires the government authority to pass legislation for application of a loan and the execution of an agreement as well as designating a dedicated repayment source; now therefore,

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: That the City Manager be and is hereby authorized to accept a Supplemental WPCLF loan, sign all documents for and enter into a Water Pollution Control Loan Fund loan agreement for $1,400,000 with Ohio Environmental Protection Agency and the Ohio Water Development Authority for planning, design and/or construction of wastewater facilities on behalf of the City of Piqua, Ohio.

SEC. 2: That the dedicated source of repayment will be Wastewater Service Charges;

SEC. 3: That this Resolution is declared an emergency for immediate preservation of the public peace, health, or safety in the City of Piqua and shall take effect and be in force after passage.

______________________________
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 21, 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>An Emergency Resolution authorizing the City Manager to 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 designating a dedicated repayment source for the loan:</td>
</tr>
</tbody>
</table>
| SUBMITTED BY | Name & Title: Dave Davis & Cynthia Holtzapple  
Department: Wastewater Plant Supt. & Asst. City Manager/Finance |
| AGENDA CLASSIFICATION |  
☐ Consent  
☐ Ordinance  
☒ Resolution  
☐ Regular |
| APPROVALS/REVIEWS | ☒ City Manager  
☐ Asst. City Manager/Finance  
☐ Law Director  
☒ Department Director;  
☐ Other: |
| BACKGROUND | The original Facility Plan called for the use of High Rate Treatment (BioActiflo) to remove the SSO from the collection system. That plan is no longer an option, proven by the pilot study, as it was unable to perform as needed for the SSO removal. The Amended Facility Plan calls for a new and approved liquid treatment train that will handle all projected flows. This was presented to the Commission during the work session in February 2015 and also approved by the OEPA. The amended Facility Plan requires that the City perform Detailed Design next, and the original loan amount requested, and previously approved will not cover the cost for this option. The City submitted a supplemental loan application to WPCLF-DEFA for the additional $1.4M needed. The current interest rate is 2.03% but is subject to change each month until the loan is finalized. The repayment term is five years. |
| BUDGETING AND FINANCIAL IMPACT |  
(Includes project costs and funding sources)  
Budgeted $: $0  
Expenditure $: $0  
Source of Funds: Wastewater Budget |
| OPTIONS |  
(Include Deny /Approval Option)  
1. Approve and continue to move forward on the SSO removal from the Great Miami River, per NPDES Permit.  
2. Deny and find an alternative funding source. |
| PROJECT TIMELINE | Approval would allow the City of Piqua to hopefully be approved at the WPCLF April Board Meeting. The City could then move forward with other legislation for Detailed Design Engineering at the next commission meeting. |
| STAFF RECOMMENDATION | Approve the additional borrowing to cover the Detailed Design Engineering allowing the City to move ahead with Facility Plan to remove the collection system SSO as required by the OEPA. |
| ATTACHMENTS | Copy of Contract |
AMENDMENT NO: 2
TO AGREEMENT
BETWEEN
OWNER AND ENGINEER

This Amendment No: 2 is made and entered into this ___ day of ____________, 2015 to the Agreement between CDM Smith Inc. (CDM Smith) ("ENGINEER") and the City of Piqua, Ohio ("OWNER") dated May 31, 2013, ("the Agreement").

WHEREAS, ENGINEER and OWNER entered into the Agreement for the Wastewater Treatment Plant on May 31, 2013, and

WHEREAS, the parties desire to amend the Agreement so as to amend the scope of services, time periods of performance and payment, and/or responsibilities of OWNER; and

WHEREAS, the Agreement provides that any amendments shall be valid only when expressed in writing and signed by the parties; and

WHEREAS, all amended terms in this Agreement have been approved and authorized by the Piqua City Commission in a public meeting held ______________, 2015, where Resolution R-___-15 was adopted.

NOW THEREFORE, in consideration of the mutual understandings and Agreements contained herein, the parties agree to amend the Agreement as follows:

1. The Basic Services of ENGINEER as described in the Agreement are amended and supplemented as follows:

Project Description

ENGINEER will provide professional engineering services to design the Wastewater Treatment Plant Upgrade and Expansion based on the Amended Wastewater Treatment Plant Facility Plan and Preliminary Engineering Report dated November 2014 (hereinafter, 2014 Facility Plan). The Scope of Services contained herein is based on ENGINEER’s understanding of the OWNER’s needs, familiarity with the work to be performed, and discussions with OWNER’s staff.

1.0 ENGINEER’S SERVICES

1.1 Study and Report Phase

Upon this Agreement becoming effective, ENGINEER shall:

1.1.1 Consult with OWNER to clarify and define OWNER’s requirements for the Project and review available data.

1.1.2 Advise OWNER as to the necessity of OWNER’s providing or obtaining from others data or services which are not part of ENGINEER’s Services, and assist OWNER in obtaining such data and services.

1.1.3 Identify and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project specified by ENGINEER with whom consultation is to be undertaken in connection with the Project.

1.1.4 Evaluate various alternate solutions available to OWNER as described herein, and, after consultation with OWNER, recommend to OWNER those solutions which in ENGINEER’s judgment best meet OWNER’s requirements for the Project.
1.1.5 Prepare a report (the "Report") which will contain the statement of OWNER's requirements for the Project and, as appropriate, will contain schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate the considerations involved and those alternate solutions available to OWNER which ENGINEER recommends. This Report will be accompanied by ENGINEER's opinion of Total Project Costs for each solution which is so recommended for the Project, including the following: opinion of probable Construction Cost, allowances for contingencies including costs of design professional and related services based on information furnished by OWNER for allowances and other items and services included within the definition of Total Project Costs.

1.1.6 Furnish the Report to and review it with OWNER.

1.1.7 Revise the Report in response to OWNER's comments, as appropriate, and furnish final copies of the Report in the number set forth herein.

1.1.8 Submit the Report within the stipulated period indicated herein.

1.1.9 ENGINEER'S Services under the Study and Report Phase will be considered complete at the earlier of (1) the date when the Report has been accepted by OWNER or (2) thirty days after the date when such Report is delivered to OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to review the portions of the Project specified by ENGINEER, if such approval is to be obtained during the Study and Report Phase.

The duties and responsibilities of ENGINEER during the Study and Report Phase as set forth in this paragraph 1.1 are amended and supplemented as follows:

1.1.10 The Report identified in 1.1.5 is a Preliminary Design Report (Report) that will finalize the basis of design for the Project. The Report will be submitted as part of the 30% complete design submittal. See paragraph 1.2.8. The Report will include a compilation of Technical Memoranda that will support the conclusions and recommendations of the Report for final detailed design of improvements.

The Report will include recommendations for final detailed design of a 7.0-MGD wastewater treatment plant (WWTP) with a peak-flow treatment capacity of 22.5 MGD. The Report will build upon evaluations and recommendations contained in the 2014 Facility Plan approved by Ohio EPA, confirming the design criteria, selected technologies, treatment capacity, dimensions, and layout of each of the following aspects of the project:

a. Preliminary WWTP Site Piping Plan

b. Preliminary WWTP Site Grading Plan, incorporating geotechnical report data and recommendations

c. Flow control of all influent trunk sewers through new junction chambers and gates

d. Preliminary Treatment Building housing the following unit processes:
   ▪ Raw sewage pumping
   ▪ Floatable solids removal and disposal
   ▪ Mechanical and manual screening with solids washing and disposal
   ▪ Grit removal, washing, and disposal

e. Secondary treatment facilities, including the following:
• Two parallel oxidation ditches sized to treat an average-day, maximum-month flow rate of 7.0 MGD and a peak flow rate of 22.5 MGD
• Wastewater mixer/aerators within the oxidation ditches
• Anoxic and aerobic zones and wastewater recycle configuration within the oxidation ditches for nutrient removal
• Anaerobic treatment tankage for phosphorus removal
• Chemical feed system for phosphorus removal
• Three parallel final settling tanks sized to treat a peak flow rate of 22.5 MGD
• Return activated sludge (RAS) and waste activated sludge (WAS) pump station

f. Ultraviolet (UV) disinfection system for secondary effluent
g. Sludge/Biosolids management facilities, including:
   • Aerobic digesters
     o Retrofitting of existing anaerobic digesters for aerobic digestion, or:
     o Retrofitting existing aeration tanks for aerobic digestion
   • Digester Operations Building
   • Sludge thickening equipment
   • Sludge Dewatering Building housing sludge dewatering equipment and dewatered biosolids storage area

Evaluations of the following treatment processes will be needed to arrive at final design recommendations within the Report. The maximum number of alternatives for each treatment process to determine final recommendations are listed below:

a. Phosphorus removal facility requirements for compliance with projected future NPDES Permit discharge limits (2 alternatives)
b. UV disinfection treatment alternatives (3 alternatives)
c. Effluent pumping design alternatives (2 alternatives)
d. Aerobic digestion tank selection, based on available facilities at the existing WWTP (2 alternatives)
e. Sludge thickening equipment and process approach (2 alternatives)
f. Sludge dewatering equipment (2 alternatives)

The Report will also include decisions regarding design preferences and WWTP control strategies that will be presented and discussed during the Draft Preliminary Design Report Review Workshop. The design preferences and WWTP control strategies will address the following:

a. Application points for all chemicals
b. Pump types and capacities for all pump stations throughout the WWTP including:
   • Raw sewage pumps
   • Grit pumps
   • Scum and sump pumps
   • Chemical feed pumps
• RAS/WAS pumps
• Effluent pumps
• Digested sludge pumps
• Thickened sludge pumps
c. Chemical feed and storage requirements
d. Preliminary structural design requirements
e. Preliminary heating, ventilation, and air conditioning (HVAC) design requirements
f. Preliminary plumbing and fire protection design requirements
g. Preliminary electrical design requirements, including electrical power feed to and between facilities and connection to an existing standby power generator
h. Preliminary Supervisory Control and Data Acquisition (SCADA) requirements
i. Regulatory and permitting requirements that may impact final design
j. Building envelope materials and architectural treatments
k. Civil/site work consisting of access roadways, parking areas, walkways, fencing, security systems, landscaping, interconnecting piping, and on-site detention pond for stormwater drainage.

The Report shall not include analysis of the following items previously included in the 2014 Facility Plan, unless specifically identified as additional services and agreed to by the OWNER and ENGINEER in writing and in advance of the work proceeding:
a. Analysis of current or historic WWTP influent flow data
b. Evaluation of treatment process alternatives other than the recommended alternative
c. Condition assessment of existing facilities and/or other wastewater system assets
d. Other facilities not identified under paragraph 1.1.10
e. Evaluation of alternative biosolids disposal or dewatering practices and/or techniques

One electronic and four hard copies of the Draft Report will be completed and submitted to the OWNER for review prior to the Draft Preliminary Design Report Review Workshop. After the Workshop and a period of review by the OWNER, the Report will be revised to incorporate agreed-upon comments from the OWNER, and one electronic and four hard copies of the Final Report will be completed and delivered to the OWNER.

1.1.11 ENGINEER will contract with a geotechnical engineering firm to perform geotechnical exploration at the WWTP site and evaluate general subsurface conditions at proposed areas of new construction as identified by the ENGINEER. These soil borings will be in addition to and supplement the borings that the OWNER obtained for past projects. It is expected that there will be a maximum of 16 borings. Additional borings will be viewed as out of scope and the work and costs associated with said work would need written authorization from OWNER prior to the work proceeding.
1.1.12 ENGINEER will contract for professional surveying services to perform property records research and a topographic survey to supplement the existing survey of the existing and proposed WWTP site. The survey will include sufficient boundary references found in the field and correlated to property records such that property boundary exhibits can be produced and supplied to the OWNER for property acquisition.

1.1.13 ENGINEER will contract with a materials testing firm to inspect existing facilities identified by the ENGINEER for hazardous materials such as asbestos, PCBs, and lead paint. The scope of services will require the inspection of up to three buildings on the existing wastewater treatment plant site and the development of a report documenting the findings of the inspection and recommendations for remediation if necessary.

1.2 Design Phase

1.2.1 Prepare for incorporation in the Contract Documents final Drawings showing the scope, extent and character of the work to be performed and furnished by Contractor and Specifications (which will be prepared, where appropriate, in general conformance with the standards of the Construction Specifications Institute).

1.2.2 Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to review or approve the final design of the Project, and assist OWNER in consultations with appropriate authorities.

1.2.3 Advise OWNER of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER as a result of changes in scope, extent or character or design requirements of the Project.

1.2.4 Prepare for review and approval by OWNER, its legal counsel and other advisors, contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.2.5 Furnish five copies of the above documents, Drawings and Specifications to and review them with OWNER.

1.2.6 ENGINEER's services under the Design Phase will be considered complete at the earlier of (1) the date when the submittals have been accepted by OWNER or (2) thirty days after the date when such submittals are delivered to OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER, if such approval is to be obtained during the Design Phase.

The duties and responsibilities of ENGINEER during the Design Phase are amended and supplemented as follows:

1.2.7 Project Management and Meetings – ENGINEER will perform necessary project management and oversight during the Report and Detailed Design phases, prepare monthly invoices, coordinate subcontractor payments, and perform other necessary project-related administrative tasks. ENGINEER will attend meetings, listed below, to facilitate Report and design review by the OWNER and other stakeholders during the Report and detailed design process. ENGINEER will submit three copies of submittal documents to the OWNER ahead of the meetings for review. All workshops and progress review meetings will be held at ENGINEER's office. Monthly review meetings will be held either by conference call or at the OWNERS offices.
- Project Quality Management (PQM) Workshop/Kickoff Meeting (full-day)
- Monthly Progress Meetings (up to 18)
- Up to six local one-day Site Visits to evaluate process equipment at other municipal WWTPs
  - UV disinfection equipment
  - Grit removal equipment
  - Sludge dewatering equipment
- Draft Preliminary Design Report Review Workshop (full-day)
- 30%, 60%, and 90% Design Progress Meetings (full-day)
- Presentation of Report to City Commission
- Meeting with Ohio EPA/DEFA
- Presentation of completed Project Design to City Commission

Should the project schedule run longer than the 117 weeks described herein at no fault of ENGINEER, additional project management time and meetings will be viewed as beyond the Basic Scope of Services and ENGINEER will need written authorization from OWNER on the additional services and costs associated with said additional services prior to proceeding.

1.2.8 Detailed Design – ENGINEER will prepare the Detailed Design based on the accepted Report that involves preparation of Contract Documents. Detailed Design shall be in accordance with the 2014 Facility Plan approved by Ohio EPA, and “Recommended Standards for Wastewater Facilities (Ten States Standards)” unless variance(s) are identified, justified and approvable. The Contract Documents will consist of Contract Drawings and Project Manual as follows:

Contract Drawings: Contract Drawings will show the general scope, extent and character of the work to be performed by Contractors. The Drawings will include all usual and necessary architectural, civil, structural, process mechanical, building mechanical/HVAC, plumbing & fire protection, electrical and instrumentation features of the project. Drawings will be prepared using 2D design, compatible with AutoCAD Version 2014 and shall be standard D-size sheets (22-inch x 34-inch). This Scope of Services includes up to 442 Drawings, as shown in Exhibit B. Should the design require more than 442 Drawings, ENGINEER will require written authorization from the OWNER on the additional services and costs associated with said work prior to the work proceeding.

Project Manual: The Project Manual will include the advertisement for bids, instructions to bidders, bid form, bonds, agreement forms, conditions of the contract, and detailed technical specifications, all subject to approval of OWNER's legal counsel. The specifications will set forth the kind and quality of various materials to be placed into the construction, the type, capacity, operating requirements, and efficiency of all equipment and auxiliaries, pertinent tests and guarantees to be met, and similar information needed to promote competitive bids for the construction of the Project. The Project Manual will be prepared using ENGINEER's standard documents customized to meet the specific requirements of the Project.

a. Civil Design - ENGINEER's civil design services for the Project will include preparation of Contract Documents for site paving, grading and drainage, fencing, landscaping, proposed piping plan, and vehicular/equipment access, as well as locations of new WWTP structures. Contract Documents will also show abandonment or demolition of the following existing structures:
  - Raw Sewage Pump Station
Screening and Grit Removal Building, tanks, channels, and appurtenances

b. Process Mechanical Design - ENGINEER will prepare Contract Documents for necessary mechanical equipment such as valves, piping, process equipment, chemical storage and feed equipment, WWTP raw sewage pumps, grit pumps, scum pumps, chemical feed pumps, RAS pumps, WAS pumps, effluent pumps, digested sludge pumps, thickened sludge pumps, digester blowers and ancillary facilities identified in the 2014 Facility Plan.

ENGINEER will assist OWNER in the pre-selection of process equipment for inclusion in the bidding documents, including grit removal equipment, UV disinfection equipment, and sludge dewatering equipment.

c. Structural Design – ENGINEER’s structural design services will include preparation of Contract Documents for all concrete structures such as the cast-in-place treatment plant tankage, building foundations and slabs on grade, and structural steel framework and masonry walls for building superstructures.

d. Architectural Design – ENGINEER will prepare Contract Documents for the WWTP buildings that will depict the exterior elevations and interior finishes, door and window schedules, signage, wall sections and details, roof details, skylights, door hardware, and casework. Design will also include architectural renovation necessary to extend the useful life of any buildings to remain in service.

e. Building Mechanical/HVAC Design – ENGINEER will prepare Contract Documents for heating, ventilation, and air conditioning systems for the new WWTP Preliminary Treatment Building, RAS Pump Station Building, Existing Operations Control Building, Sludge Thicken Building, and Sludge Dewatering Building. Contract Documents will include ventilation schedules, systems diagrams and mechanical plans for process area heating and ventilation equipment, laboratory air conditioning equipment, office air conditioning equipment and employee facilities air conditioning equipment. Design will also include existing mechanical systems replacement/renovation necessary to extend the useful life of any buildings to remain in service.

f. Plumbing and Fire Protection Design – ENGINEER will prepare Contract Documents for plumbing systems and fire protection design and installation criteria for fire protection systems for the new WWTP Preliminary Treatment Building, RAS Pump Station Building, Existing Operations Control Building, Sludge Thickening Building, and Sludge Dewatering Building. Contract Documents will include plumbing diagrams, potable water systems, protected water systems, sanitary systems, sump pump discharge systems, storm water systems and natural gas systems. Design services do not include laboratory water systems, laboratory gas systems, and laboratory acid waste systems.

g. Electrical Design – ENGINEER will prepare Contract Documents for electrical modifications including a new electrical service for the WWTP relying on OWNER supplied transformer(s) and service entrance to the new site. Contract Documents will include single line diagrams, wiring schematics, site electrical plans, power plans, and electrical plans for treatment units, pumps and blowers, and self-contained generator. Design will also include existing electrical system modifications as required for modifications to existing equipment.

h. Instrumentation Design – ENGINEER will prepare Contract Documents for necessary instrumentation for the Project to monitor and control key parameters such as flow, level, aeration and blowers operation, and alarms for the new facilities. Contract Documents will include system architecture for the WWTP, P&IDs, instrument installation details, control panel layouts including front panel, sub panel and internal panel elementary wiring schematics, instrumentation specifications including device schedules and I/O list with
control narrative based on the ENGINEER performing non-packaged inbedded PLC/OIT programming and all SCADA/HMI configuration and programming as part of the construction phase services amendment.

i. Cost Estimating — ENGINEER will utilize its in-house cost estimating staff to develop four Engineer’s Opinions of Probable Construction Cost: 30%, 60%, 90%, and 100% complete design stages. ENGINEER will advise the OWNER on relative cost differences for certain facility features so the OWNER can make informed decisions about desired features, their benefit, and cost. Additional cost estimates will be viewed as additional services that must be authorized by the OWNER in advance of ENGINEER performing said work.

j. Regulatory Approvals — ENGINEER will submit the final Contract Documents to Ohio EPA for review and approval. ENGINEER will also prepare a Notice of Intent for an NPDES General Permit for Stormwater Associated with Construction Activity. ENGINEER will also submit a Permit to Install (PTI) application to Ohio EPA.

k. ENGINEER assumes that the OWNER will apply for Zoning and Building Permits and the selected contractor(s) will apply for other permits necessary for construction activities, such as electrical and plumbing permits. OWNER will be responsible for all associated plan review and permit fees.

l. Ohio EPA/DEFA Assistance — ENGINEER will assist OWNER in submitting all documentation needed for the technical requirements portion of submittals to Ohio EPA Division of Environmental and Financial Assistance (DEFA) to seek funding for the Project under the Water Pollution Control Loan Fund (WPCLF). ENGINEER will attend one meeting with OWNER and others to address application and technical support issues.

m. ENGINEER will prepare for OWNER submittal payment requests to Ohio EPA for ENGINEER invoices, if required.

n. The Detailed Design will not include the following items:
   ▪ Detailed flood studies for the existing or expanded plant site
   ▪ Design of treatment process alternatives that were not included in the 2014 Facility Plan
   ▪ WWTP capacity expansion above 7.0 MGD (average daily / maximum-month design flow) / 22.5 MGD (peak design flow)
   ▪ Future WWTP facilities

1.3 Bidding or Negotiating Phase
After acceptance by OWNER of the ENGINEER’s Drawings, Specifications and other Design Phase documentation (including the most recent Opinion of Probable Construction Cost), and upon written authorization to proceed, ENGINEER shall:

1.3.1 Assist OWNER in advertising for and obtaining bids or negotiating proposals for the contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process deposits for Bidding Documents.

1.3.2 Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents. Up to four Addenda are included within the Scope of Services. Development of additional Addenda will be viewed as an additional service that must be authorized by the OWNER in advance of ENGINEER performing said work.

1.3.3 Consult with OWNER as to the acceptability of subcontractors, suppliers and other persons and
entities proposed by Contractor for those portions of the work as to which such acceptability is required by the Bidding Documents.

1.3.4 Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

1.3.5 The Bidding or Negotiating Phase will terminate and the Services to be performed or furnished thereunder will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors.

The duties and responsibilities of ENGINEER during the Bidding or Negotiating Phase as set forth in this paragraph 1.3 are amended and supplemented as follows:

1.3.6 ENGINEER will assist the OWNER in soliciting bids from contractors to receive competitive bids for the Project. ENGINEER will perform the following subtasks for the bidding phase:

   a. Distribute Bidding Documents – Assist the OWNER in distributing Bidding Documents to prospective Bidders, plan rooms, and other interested parties through the use of a third party reproduction firm. ENGINEER will provide digital copy of documents to a reproduction firm who will sell and distribute Bidding Documents to interested parties.

   b. Pre-bid Meeting – Attend and assist in conducting a pre-bid meeting. The meeting agenda and minutes will be provided by ENGINEER for issuing to all plan holders as an addendum to the Bidding Documents.

   c. Respond to Bidders’ Questions – Respond to Bidders’ questions regarding the Project as they arise during the bidding phase. Questions pertaining to material changes or requiring clarification of the Bidding Documents will be included in an Addendum.

   d. Addenda – Prepare up to three addenda to clarify Bid documents, make corrections, and provide additional information (e.g. pre-bid meeting minutes) and distribute copies to plan holders.

   e. Attend Bid Opening – ENGINEER will attend the bid opening with the OWNER to open and record bid results.

   f. Evaluate Bids – Tabulate and evaluate bids received and make a recommendation to OWNER for award of a construction contract.

   g. Attend City Commission Meeting – Assist in award of the construction contract for the Project.

   h. Assistance with OEPA/DEFA documentation – Coordinate with OWNER, contractors and CEPA/DEFA for documenting contractor compliance with funding agency requirements.
1.4 Construction Phase

ENGINEER’s services during the Construction Phase including General Services, Resident Project Representation (RPR) Services, Applications Engineering Services, Start-up Services, preparation of an Operations and Maintenance Manual, and preparation of a Computerized Maintenance Management System are not part of this Agreement. Additional Scope of Services and fee for Construction Phase, RPR, Applications Engineering Services, Start-up Services, preparation of an Operations and Maintenance Manual, and preparation of a Computerized Maintenance Management System will be authorized at a later date, at or near the completion of the detailed design services, by the OWNER as an Amendment to this Agreement.

2. The responsibilities of OWNER as described in the Agreement and Amendment No. 1 are amended and supplemented as follows:


3. The time periods for the performance of ENGINEER’s services as set forth in the Agreement are amended and supplemented as follows:

<table>
<thead>
<tr>
<th>Task</th>
<th>Time Duration (weeks after Notice to Proceed)</th>
</tr>
</thead>
<tbody>
<tr>
<td>PQM Workshop/Kickoff Meeting</td>
<td>1</td>
</tr>
<tr>
<td>Submit 30% Deliverable</td>
<td>35</td>
</tr>
<tr>
<td>Submit 60% Deliverable</td>
<td>57</td>
</tr>
<tr>
<td>Submit 90% Deliverable</td>
<td>70</td>
</tr>
<tr>
<td>Complete Final Design</td>
<td>79</td>
</tr>
<tr>
<td>Submit Ohio EPA Plan Approval Application and other Permit Applications</td>
<td>79</td>
</tr>
<tr>
<td>Receive Ohio EPA Approval</td>
<td>96*</td>
</tr>
<tr>
<td>Advertise for Bids</td>
<td>105</td>
</tr>
<tr>
<td>Award Construction Contracts</td>
<td>113</td>
</tr>
<tr>
<td>Begin Construction</td>
<td>117</td>
</tr>
</tbody>
</table>

* ENGINEER cannot control review time of regulatory agencies and provides this estimated time as a guideline only.

4. The payment for services rendered by ENGINEER shall be as set forth below:

The total estimated “not-to-exceed” fee for the Amended Scope of Services is $3,850,000. The table below shows the total estimated fee for each task, including the total amended “not-to-exceed” amount. ENGINEER’s compensation is not limited by either individual project or individual tasks except for specific allowances stated above in the Basic Services. Individual project and task amounts are shown for estimating purposes only. ENGINEER cannot exceed this amended amount unless receiving prior authorization from OWNER in writing.
<table>
<thead>
<tr>
<th>Task Description</th>
<th>Estimated Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1 – Project and Quality Management, Kickoff Meeting, Progress</td>
<td>$795,012</td>
</tr>
<tr>
<td>Meetings, and Site Visits</td>
<td></td>
</tr>
<tr>
<td>Task 2 – 30% Design and Preliminary Design Report</td>
<td>$1,244,053</td>
</tr>
<tr>
<td>Task 3 – 60% Design</td>
<td>$820,559</td>
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<tr>
<td>Task 4 – 90% Design</td>
<td>$582,375</td>
</tr>
<tr>
<td>Task 5 – 100% Design</td>
<td>$323,395</td>
</tr>
<tr>
<td>Task 6 – Bidding Services</td>
<td>$84,606</td>
</tr>
<tr>
<td><strong>Total Estimated Amount for Amendment No. 2 Services</strong></td>
<td><strong>$3,850,000</strong></td>
</tr>
<tr>
<td><strong>Original Agreement Amount, including Amendment No. 1</strong></td>
<td><strong>$352,600</strong></td>
</tr>
<tr>
<td>Amount Expended on Original Agreement and Amendment No. 1</td>
<td>$284,388</td>
</tr>
<tr>
<td>Amount Remaining from Original Agreement and Amendment No. 1</td>
<td>$68,212</td>
</tr>
<tr>
<td>Additional Amount Required to Complete Amended Services</td>
<td>$3,781,788</td>
</tr>
<tr>
<td><strong>Total Amendment No. 2 Not-to-Exceed Amount</strong></td>
<td><strong>$4,134,388</strong></td>
</tr>
</tbody>
</table>

ENGINEER will invoice the services performed based on Exhibit C, ENGINEER’s Fee Schedule for Professional Services (attached). ENGINEER will not proceed with any work that is beyond the Basic Scope of Services of this Amendment without receiving prior written authorization from OWNER on the cost and scope of said out-of-scope work.

5. Except as herein modified, all terms and conditions of the May 31, 2013 Agreement and April 25, 2014 Amendment No. 1 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this amendment on the date indicated above for the purpose herein expressed.
ENGINEER

[Signature]

Christopher T. Calpin, Senior Vice President

DATE: 3/6/15

OWNER

[Signature]

Gary A. Huff

DATE:

Approved as to form:

By: __________

Title: City Law Director