REGULAR PIQUA CITY COMMISSION MEETING
TUESDAY, OCTOBER 20, 2015
7:30 P.M. – COMMISSION CHAMBER – 2nd FLOOR
201 WEST WATER STREET
PIQUA, OHIO  45356

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL

OATH OF OFFICE - PIQUA FIRE DEPARTMENT
FIRE CHIEF – BREN'T ERIC POHLSCHNEIDER

OATH OF OFFICE - PIQUA POLICE DEPARTMENT
POLICE LIEUTENANT – WILLIAM D. WEAVER

RECOGNITION OF THE VALOR AWARD WINNERS FROM THE PIQUA FIRE DEPARTMENT
PRESENTER – CHIEF POHLSCHNEIDER
PIQUA FIREFIGHTER/PARAMEDIC RECIPIENTS – BRAD WEEF & JOSH SULLENBERGER

PROCLAMATION ON PIQUA CITIZEN’S JOURNEY - ACCEPTING – MR. SHEA SELSOR

REGULAR CITY COMMISSION MEETING

CONSENT AGENDA

1. APPROVAL OF MINUTES
   Approval of the minutes from the October 6, 2015 Regular Piqua City Commission meeting

OLD BUSINESS

2. ORD. NO. 11-15 (3rd Reading)
   An Ordinance granting to Vectren Energy Delivery of Ohio, Inc. and Indiana Gas Company, as tenants in common, their successors and assigns, a gas franchise in the City of Piqua, State of Ohio, for a period of five (5) years, automatically renewing for additional periods of five (5) years unless notice is given, commencing on the effective date of this Ordinance

3. RES. NO. R-128-15 (Tabled 9-16-2015) (Motion Defeated to Bring Back to Table on 10-6-15)
   A Resolution requesting authorization to enter into an agreement with Korda/Nemeth Engineering, Inc. for the Engineering Design Services for the E. Ash Street Bikeway Project

4. RES. NO. R-135-15 (Tabled 10-6-2015)
   A Resolution authorizing preliminary legislation with the Ohio Department of Transportation (ODOT) for the programming of the US Route 36 (East Ash Street) Bikeway/Pedestrian Facility project

NEW BUSINESS

5. RES. NO. R 142-15
   A Resolution requesting authorization to enter into a contract with Burch Hydro, Inc. for Wastewater Plant biosolids contract extension for three (3) years
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.)

MONTHLY REPORTS - AUGUST 2015

CITY MANAGER’S REPORT

COMMISSIONERS COMMENT

ADJOURNMENT TO EXECUTIVE SESSION
a. To consider the appointment, employment, dismissal, discipline or compensation of the City Manager

ADJOURNMENT
MINUTES
PIQUA CITY COMMISSION
Tuesday, OCTOBER 6, 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, Wilson, Vogt, Martin. Absent: None.

Residence Pride Awards

Faye Shaw 724 Broadway
John & Linda Lange 400 Gill Street
Brent & Chanda Victor 1010 Hancock Street
Charlyne Jamieson 25 Marymont Drive
Josh & Elaine Worley 925 Washington Avenue

Mayor Fess read the names of the Residence Pride winners while pictures of their homes were shown. Mayor Fess congratulated all of the Residence Pride Award winners, further stating she appreciates all the time and effort they put into maintaining their properties.

Anyone interested in nominating a home for the Residence Pride Award can contact the City Manager’s Office at 937-778-2051, or go on line to the Piqua website for an application.

PROCLAMATIONS

Walk to School Day – Accepting: Chris Schmiesing, City Planner

Mayor Fess read the proclamation and presented it to Chris Schmiesing, Cindy Pearson, and Jim Hemmert.

Mr. Schmiesing provided a brief overview of the Walk to School Program.

Community Planning Month – Accepting: Chris Schmiesing, City Planner

Mayor Fess read the proclamation and presented it to Chris Schmiesing, Stu Shear, Gary Koening, and Cindy Pearson.

Mr. Schmiesing thanked all of the Board Members of the Planning Commission, Board of Zoning Appeals and the Downtown District Design Review Board for their work on these boards.

City Manager Huff recognized City Planner Chris Schmiesing for his leadership skills.

REGULAR CITY COMMISSION MEETING

Consent Agenda

Approval of Minutes

Approval of the minutes from the September 15, 2015 Regular Piqua City Commission Meeting.

RES. NO. R-133-15
A Resolution of Appreciation for the Public Service of Michael J. Fischbach as a City Employee

Mayor Fess read the Resolution of Appreciation and presented it to Cindy Holtzapple, Finance Director/Assistant City Manager to give to Mr. Fischbach who was unable to attend.

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

ORD. NO. 11-15 (2nd Reading)
An Ordinance granting to Vectren Energy Delivery of Ohio, Inc. and Indiana Gas Company, as tenants in common, their successors and assigns, a gas franchise in the City of Piqua, State of Ohio, for a period of five (5) years, automatically renewing for additional periods of five (5) years unless notice is given, commencing on the effective date of this Ordinance.

Stacy Wall, Law Director, provided the Staff Report.

The original franchise agreement was dated November 15, 1887. No other changes have been made to it other than a name change, and have had no changes to the terms and conditions. Vectren has been in the process of attempting to standardize franchise agreements with all municipalities for operational purposes, and submitted a proposed draft of the new terms and conditions. After review of the draft by City Engineer Amy Havenar and Law Director Wall they are both in favor of the proposed franchise agreement to update the terms and bring it into compliance with the current relationship and process between the City of Piqua and Vectren. In addition to the changes, Vectren continues to be required to follow any other City, State or Federal requirement or regulations. Vectren was more than willing to consider the City’s proposed changes and recommendations, and the parties mutually agreed upon the proposed terms, stated Ms. Wall.

Ordinance No. 11-15 was given a second reading.

RES. NO. R-128-15 (TABLED 9-16-15)
A Resolution requesting authorization to enter into an agreement with Korda/Nemeth Engineering, Inc. for the Engineering Design Services for the East Ash Street Bikeway project

Motion was made by Commissioner Terry, seconded by Mayor Fess, to bring Resolution No. 128-15 off the table. Roll call, Aye: Terry, Fess, Nay: Martin, Vogt, and Wilson. Motion was defeated by a 3-2 vote to bring Resolution No. R-128-15 off the table. City Manager Huff stated there will be a Work Session held to discuss the Resolution next week.

Resolution No. R-128-15 remained tabled at this time.

NEW BUSINESS

RES. NO. R-134-15
A Resolution of intent to vacate public right of way

Chris Schmiesing, City Planner provided the Staff Report.

The applicant desires to vacate a platted portion of an alley right of way between Main Street and Wayne Street. The subject right of way is not currently being used for public purposes. This is the first step in the process to vacate the platted alley right of way, stated Mr. Schmiesing.

PUBLIC COMMENT

No one came forward to speak for or against Resolution No. R-134-15.

RES. NO. R-135-15
A Resolution authorizing preliminary legislation with the Ohio Department of Transportation (ODOT) for the programming of the US Route 36 (East Ash Street) Bikeway/Pedestrian Facility Project

City Manager Huff stated this is an accessory resolution to Resolution No. R-128-15 and should be tabled at this time.

Public Comment

No one came forward to speak for or against Resolution No. R-135-15.

Moved by Commissioner Vogt, seconded by Commissioner Martin, to table Resolution No. R-135-15 at this time. Roll call, Aye: Martin, Fess, Terry, Wilson, and Vogt. Resolution No, R-135 was tabled.

RES. NO. R-136-15
A Resolution of authorization to submit applications for Federal Map-21 Funds through the Miami Valley Regional Planning Commission

Amy Havenar, City Manager provided the Staff Report.

The Miami Valley Regional Planning Commission is in the process of soliciting for new transportation projects using MVRPC regionally controlled federal funds. The project identified for submission is the resurfacing of Covington Avenue (US Route 36) from Sunset Drive to College Street. (STP Resurfacing Program). The STP Resurfacing Program is a program that sets aside a certain amount of STP Funds to fund Federally eligible simple resurfacing projects.

The City has committed the necessary resources to support the local cost portion of the project with the local match being $170,689, of the total cost of $682,757. The project will consist of milling and overlaying of the roadway, from west of Sunset Drive to College Street, with new asphalt surface, installation of ADA compliant handicap ramps where applicable, adjustment of manholes, pavement repair, and placement of all new pavement marking within the project limits, said Ms. Havenar.

The Resolution includes a statement requesting an exemption to the Complete Streets Policy due to the fact that this project is resurfacing on an existing cross section, only, and not a new project, stated Ms. Havenar.

City Manager Huff provided additional information regarding the resurfacing project.

Commissioner Vogt stated this is the 13th year since the street has been rebuilt and it is deteriorating.

Public Comment

No one came forward to speak for or against Resolution No. R-135-15 at this time.


RES. NO. R-137-15
A Resolution of authorization to submit an application for Ohio Public Works Commission State Capital Improvement and Local Transportation Improvement Program(s) and to execute contracts as required for the New Central Zone Water Tower Project

Amy Havenar, City Engineer, provided the Staff Report.

This resolution would allow the City Manager to file an application with the Ohio Public Works Commission (OPWC) for funding in the amount of $1,075,000 for the New Central Zone Water Tower Project.
The project will consist of the construction of a new 1 million gallon Water Storage Tank (WST) at the south end of the City, and will replace 2,250,000 gallon deteriorated water storage tanks. The project will also include the demolition of the two existing tanks as well as the installation of a new water main to tie the proposed tank in to the existing water system. The project is currently under design and is scheduled to start construction in the summer of 2016, stated Ms. Havenar.

Commissioner Vogt inquired as to the location of the two water towers that were to be taken down.

Don Friesther, Water Plant Superintendent stated the water tower on Spring Street, and the Water Tower on South Main by the Power Plant. Mr. Friesther also provided additional information regarding the new tower.

Public Comment

No one came forward to speak for or against Resolution No. R-137-15 at this time.


RES. NO. R-138-15
A Resolution awarding a contract to Grissom Construction, LLC for the Garnsey Street Sidewalk Replacement Project

Justin Sommer, Economic Development Director/Assistant City Manager, provided the Staff Report.

Last year the City Commission authorized the City Manager for approval of an application for Community Development Block Grant funding to be used for sidewalk and curb replacements on Garnsey Street. The initial application called for the 300 and 400 blocks of Garnsey Street. Upon further review of the sidewalk condition it was determined that only a portion of the sidewalks needed replaced. Grissom Construction LLC was awarded the contract in July of 2015 for $39,958.45 for the work in the 300 and 400 blocks of Garnsey Street. The grant amount was $60,000, so there are funds available to extend the project into the 200 block of Garnsey Street. The project was bid out again for the additional work, and Grissom Construction LLC was the lowest and best bidder. This Resolution will allow the City to fulfill the terms of the grant agreement. We are asking for the additional $3,500 to cover the additional work and allow for contingencies to complete the project. The amount on the Resolution should be $63,500 not $60,000, and will need to be amended at this time, stated Mr. Sommer.


Public Comment

No one came forward to speak for or against Resolution No. R-138-15 at this time.


RES. NO. R-139-15
A Resolution authorizing a contract with Gamble Associates Architecture + Urban Planning to perform Professional Urban Design Services for the Downtown Riverfront Park and Placemaking Improvements Design Development

Chris Schmiesing, City Planner, provided the Staff Report.
This contract will provide services necessary to complete the Downtown Riverfront Park and Placemaking Improvements Design Development. This task was identified as one of the three catalytic actions recommended by the Riverfront District Development Strategy. Completion of this design phase will ready the project for the preparation of construction and bidding documents. RFP’s were sent out and after interviews with three different companies, Gamble Associates was chosen as the best choice for the project.

Commissioners asked several questions regarding the Riverfront Park area and Lock 9 Park. Mr. Schmiesing answered all the questions.

**Public Comment**

No one came forward to speak for or against Resolution No. R-139-15 at this time.


**RES. NO. R-140-15 Amended 10-1-2015**

A Resolution authorizing the purchase of 110 E. Ash Street, Parcel No. N44-000895

Stacy Wall, Law Director, provided information regarding the need and reason for the amendment to the Resolution at this time.

Justin Sommer, Economic Development Director provided the Staff Report.

The property is a key parcel in regards to the redevelopment envisioned for the former Miami & Erie Canal corridor. This property sits on canal land and will be used for public purpose to support the surrounding development. Negotiations with the property have produced terms and conditions acceptable to both parties and resulted in a purchase agreement that expire in October of 2015. The City Manager is authorized to purchase Parcel No. N44-000895 for an amount not to exceed $55,000, stated Mr. Sommer.

Commissioners asked several questions regarding the additional fees, and if the property is part of the Conservancy property. Ms. Wall and Mr. Sommer provided answers to the questions.

**Public Comment**

No one came forward to speak for or against Resolution No. R-140-15 at this time.


**RES. NO. R-141-15**

An Emergency Resolution to amend the agreement with J & J Schlaegel, Inc. for the off-site pipeline project

Don Friesthler, Water Plant Superintendent, provided the Staff Report.

The off-site pipeline portion of the new Water Treatment Plan Project will allow for the construction of a new raw water lines, finished water lines, and a new sludge line along SR 66. This project is needed to tie pipeline for the new Water Treatment Plant into our existing system, stated Mr. Friesthler.

After the start of the project, discoveries were made that require changes to the construction plans. These changed require additional material and labor to complete the work as needed. This resolution is an emergency resolution due to material lead time and construction time lines. The Agreement with
J&J Schlaegel, Inc. for the Off-Site Pipeline Project needs to be amended in the amount of $54,719.43, stated Mr. Friesthler.

Commissioner Terry asked if there would be other extra items that may come up in the future. Mr. Friesthler explained.

City Manager Huff there may be some other change orders but we have also had some credits and this usually balances out.

**Public Comment**

No one came forward to speak for or against Resolution No. R-141-15 at this time.


**PUBLIC COMMENT**

Mayor Fess stated the public comment section of the meeting is not to ask specific questions, but to make comments and concerns.

Russ Fashner, Forest Avenue, came forward stating there is a lot action going on out along State Route 66 with the new Water Plant construction.

Mr. Fashner also provided a brief overview of the Piqua BikeFest that took place September 19 7 20th in downtown Piqua. Mr. Fashner thanked the various city departments and department heads, along with all of sponsors and the countless volunteers who helped make the Piqua BikeFest a success this year.

Mayor Fess stated it was an amazing event and thanked Mr. Fashner for all of his hard work and time he put into the BikeFest, further stating she could not believe the number food vendors and people who attended the event.

Jim Hemmert, Boone Street, came forward and provide a brief overview of the Bike to Work Week activities, and the Cyclovia that was held on Saturday, September 26, 2015 downtown Piqua.

Mr. Hemmert also commended the City on the recent repairs that were made to Caldwell and Greene Street recently.

Mr. Hemmert stated he would like to see a connector from the proper part of Piqua out to the Educational Complexes that would include the pedestrian bikeway across the river. When the City Commission is holding the Work Session on the bikeway to consider the safety of the pedestrians and bicyclist who travel that way.

Mayor Fess thanked Mr. Hemmert for all he does for the community, and all the volunteers who help, this could not be done without them.

Nick Alexander, S. Roosevelt came forward stating Piqua is on the National Bike Route, and is the last leg of the route. This will bring a lot of visitors coming thru Piqua to eat, drink, and spend money in the stores. Mr. Alexander also voiced his concern about the items that were tabled.

Mayor Fess stated she wanted to wish City Manager Huff a very Happy Birthday, and was glad he chose to spend this time with them.

**City Manager’s Report**

City Manager Huff stated he wanted to congratulate the Piqua Power Plant on their National Awards.
City Manager Huff announced the Zollinger Building located on S. Wayne Street, has been approved by the Ohio Historic Site Advisory Board for inclusion in the National Register of Historic Places, and makes it historic tax credits for development. City Manager Huff thanked Mr. Sommer and the development staff for putting this together.

The City will receive a reimbursement in the amount of $15,466.24 as a result of the Road Salt settlement by the Ohio Attorney General. This money will go back into the Street Fund for various other uses.

City Manager Huff congratulated several local businesses on their anniversaries and achievements. They include Polysource on their 25th Anniversary, Hartzell Industries on their 140th Anniversary, and French Oil being recognized by the State Treasurer as an outstanding Ohio Manufacture.

Don Friesther provided a brief overview of the reason for the lowering of Hydraulic System, which should take about 3 weeks to complete the process of installing new gates.

**Commissioners Comments**

Commissioner Wilson provided a little bit of his view of the background on the tabled items, and stated he would like to get public input.

Commissioner Terry congratulated the Residence Pride Award winners, and Mike Fischbach.

Commissioner Terry announced Meet the Candidate Night will be held at on Wednesday, October 21, at 7:30 at the Piqua YWCA. This is a good chance to meet the candidates, and learn about the issues.

City Manager Huff announced Bridge Builders will be holding a community discussion on race, protection, and community development on October 15, at 6:00 P.M. at the Piqua Plaza.

Mayor Fess congratulated Chris Schmiesing on his son being named Homecoming King at Piqua High School.

City Manager Huff also stated Mallory Havenar, City Engineer Amy Havenar’s daughter, who is a fourth grade, was in the audience. She stated she likes to attend the Commission meetings to see how government works. Mallory was named Treasurer at her school recently.

Mayor Fess stated the Piqua BikeFest was an amazing event and thanked everyone who helped.

Mayor Fess also attended the Hartzell 140th Anniversary event, and stated she appreciates the efforts of Hartzell in the community. Mayor Fess also congratulated the Hartzell family on the induction of Robert Hartzell into the Aviation Hall of Fame. This is a great honor for the Hartzell family and the community, stated Mayor Fess.

Mayor Fess also congratulated Mike Fischbach on his retirement.

Moved by Commissioner Vogt, seconded by Commissioner Martin, to adjourn from the Regular City Commission Meeting at 8:45 P.M. Voice vote, Aye: Vogt, Fess, Martin, Wilson, and Terry. Nay: None.

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LUCINDA L. FESS, MAYOR

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REBECCA J. COOL
CLERK OF COMMISSION
ORDINANCE NO 11-15

AN ORDINANCE GRANTING TO VECTREN ENERGY DELIVERY OF OHIO, INC. AND INDIANA GAS COMPANY, AS TENANTS IN COMMON, THEIR SUCCESSORS AND ASSIGNS, A GAS FRANCHISE IN THE CITY OF PIQUA, STATE OF OHIO, FOR A PERIOD OF FIVE (5) YEARS, AUTOMATICALLY RENEWING FOR ADDITIONAL PERIODS OF FIVE (5) YEARS UNLESS NOTICE IS GIVEN, COMMENCING ON THE EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, it is necessary to adopt an ordinance granting Vectren Energy Delivery of Ohio, Inc. and Indiana Gas Company, as tenants in common, their successors and assigns, a gas franchise allowing the right and privilege of transacting business with the City of Piqua.

WHEREAS, City of Piqua Charter Section 106 has been satisfied as it requires that for approval of an ordinance granting, amending or renewing a franchise there must be a public report to the Commission recommending the Ordinance and adequate public hearing(s) held by the Commission, in which the public hearing where the public report was presented was held September 1, 2015.

BE IT ORDAINED BY THE PIQUA CITY COMMISSION, A MAJORITY OF ITS MEMBERS CONCURRING THAT:

SECTION 1: Subject to the terms and conditions hereof, Vectren Energy Delivery of Ohio, Inc. and Indiana Gas Company, as tenants in common ("the Company"), their successors and assigns, are granted the right and privilege for the period of five (5) years, commencing on the effective date of this ordinance, to do, carry on and transact in the City of Piqua (the "Municipality") including any area annexed thereto, the authorized business of the Company, including the business of supplying natural gas to the Municipality and its inhabitants for the purposes for which natural gas is now or may hereafter be used, and to that end to enter upon and in, use and occupy the streets, alleys, avenues, public places and ways of the Municipality to install, maintain and operate all necessary and proper lines, equipment and devices for carrying on its business pursuant to the terms and conditions listed herein. The rights granted to the Company pursuant to this Ordinance shall automatically renew for five (5) year periods. The Municipality may terminate this agreement by providing six (6) months notice of its intent to terminate any time after the third (3) year.

[G47843:1]
This grant shall apply to all such lines, equipment and devices used or useful for the aforesaid purposes, which are now owned by the Company in said Municipality, and to such as hereafter may be installed, placed or erected by the Company.

SECTION 2: The Company's Natural Gas Service General Service Rules and Regulations filed with and approved by The Public Utilities Commission of Ohio currently in effect, and as may be amended from time to time pursuant to the authority of The Public Utilities Commission of Ohio, shall apply to and shall control the furnishing of natural gas services pursuant to this franchise.

SECTION 3: Upon the installation, removal or relocation of any such lines, equipment and devices, the surface of each street or public way, which may have been disturbed or broken, shall be replaced in good and workmanlike condition by the Company.

SECTION 4: Nothing in this ordinance shall be construed as granting to the Company an exclusive right or privilege.

SECTION 5: Upon request of the Municipality made no later than November 1st of each calendar year, under this franchise, the Company agrees to file with the Municipality a Construction and Major Maintenance Plan ("Plan"), in a format mutually agreeable to the Municipality and the Company, that includes the Company's currently scheduled and/or anticipated construction or major maintenance projects for the next calendar year located within the geographical boundaries of the Municipality. Said Plan shall be filed on or before January 15th of the calendar year for which the Plan is applicable or on another mutually agreeable date.

SECTION 6: The Company recognizes that it owns numerous facilities and real property within the Municipality and recognizes its commitment to maintain these facilities in a manner befitting the surrounding environment of each facility.

SECTION 7: Upon request of the Municipality but not more than once annually, the Company shall provide to the Municipality in the most advanced mapping format and in as much detail as currently available to the Company, maps covering the location of all of the Company's natural gas facilities located within the public rights of way within the Municipality.

SECTION 8: Prior to the commencement of any construction activity by the Company within the public rights of way that requires a permit and otherwise is not exempted by this franchise, the Company agrees to take all reasonable steps to secure all applicable permits from the Municipality. The Municipality may impose reasonable conditions upon the issuance of any permit and the performance of the Company thereunder to protect the public health, safety and welfare of its constituents. Prior to issuing the permit, the Company shall provide a Performance Bond.

SECTION 9: The Company shall not be required to secure a permit for construction activity required as a result of any condition involving Company natural gas facilities
located within the public rights of way, that poses a clear and immediate danger to life, health or safety to any person or a significant loss of real or personal property (an “Emergency”). Company shall notify the Municipality as soon as reasonably possible upon learning of any event regarding Company natural gas facilities located within the public rights of way that the Company considers to be an Emergency. The Company agrees to restore the impacted public rights of way to its pre-Emergency condition or functional equivalent as soon as practicable after the Emergency ends.

SECTION 10: The Company, upon request by the Municipality, shall remove, adjust or relocate any and all natural gas pipes, main, service pipes, conduits, valve, drips, curb boxes, manholes, vaults, regulators, or any other natural gas devices or appliances located within the public rights of way at no cost to the Municipality when such removal, adjustment or relocation is requested to accommodate a municipal improvement involving streets, alleys, avenues, public places and ways of the Municipality.

SECTION 11: This Ordinance shall be accepted by the Company in writing within sixty (60) days after the effective date hereof, and upon such acceptance filed with the Commission Clerk, this Ordinance shall be and constitute a contract between the Municipality and the Company for the uses and purposes herein provided.

SECTION 12: This ordinance shall take effect and be in force from and after the earliest period allowed by law and in accordance with Charter Section 106.

PASSED by the Commission of the City of Piqua, State of Ohio, this _____ day of ______________, 2015.

________________________________________
MAYOR LUCINDA L. FEISS

ATTEST:

________________________________________
REBECCA J. COOL, CLERK

1st Reading – 9/15/2015
2nd Reading - 10/6/2015

CERTIFICATE

I, ____________________________, Clerk of the City of Piqua, Ohio, do hereby certify that the foregoing is a true and correct copy of Ordinance No. ______, passed by
the Commission of said City of Piqua on the _____ day of ________________, 2015.

WITNESS my hand at the ______ of ______, Ohio, this _____ day of ________________, 2015.

___________________________
CLERK
To: Mayor Lucy Fess  
Commissioner William Vogt  
Commissioner John Martin  
Commissioner Judy Terry  
Commissioner Joe Wilson  
Gary A. Hufi, City Manager

Copy: Amy Havener, City Engineer

From: Stacy M. Wall, Law Director

Date: August 28, 2015

Re: Franchise Agreement with Vectren Energy

This memo is in reference to the franchise agreement that the City has with Vectren Energy. By way of background, the City entered into a franchise agreement with Mercer Gas & Fuel Company on November 15, 1887. That agreement was later assigned to Dayton Power & Light. In 2000, Vectren purchased the natural gas assets of DP&L. After the original agreement in 1887, the City Commission adopted Ordinance 30-00 simply to reflect that Vectren and not DP&L was the holder of the natural gas assets and the franchise agreement needed to be amended to represent the correct owner. No other changes have been made to the 1887 agreement other than a name change.

Charter Section 106 governs the procedural process involving a franchise agreement which requires: (1) a public report containing recommendations and (2) adequate public hearing(s) have been held by the City Commission. A public hearing is being held by the Commission on September 1, 2015, and three readings of the Ordinance will then follow at the next three regularly scheduled meetings. This memo will serve as the public report as required by the Charter.

The 1887 Ordinance has had no changes to its terms and conditions. Vectren's legal counsel contacted me to request changes primarily because of the age of the agreement but also because Vectren has been in the process of attempting to standardize franchise agreements with all municipalities for operational purposes.
Vectren submitted a proposed draft of the new terms and conditions. After review of the draft by me and City Engineer Amy Havenar, the terms were negotiated. Engineer Havenar indicated that Vectren has been cooperative with the City of Piqua and has been performing in accordance with the proposed terms for quite some time without issue. Ms. Havenar is in favor of the proposed franchise agreement to update the terms and bring it into compliance with the current relationship and process between the City of Piqua and Vectren.

The significant changes to the agreement include:

(1) A five year term, with five year renewable terms;
(2) A 6 month notice period for termination;
(3) The ability for the City to request a yearly construction and maintenance plan and maps covering the natural gas facilities in the public right of way;
(4) The obligation to secure a permit prior to the commencement of construction in the right of way;
(5) The requirement of a performance bond; and
(6) The obligation of Vectren to move or adjust facilities at the City’s request when needed to accommodate a municipal improvement.

Again, these changes are in conformance with the working relationship that Vectren has already established with the City, specifically the Engineer’s Office. In addition to these changes, Vectren continues to be required to follow any other City, State or Federal requirement or regulation.

Vectren, despite wanting to standardize its franchise agreements, was more than willing to consider the City’s proposed changes and recommendations and the parties mutually agreed upon the proposed terms. It is recommended that the City Commission accept the proposed franchise agreement as attached and after consideration adopt such agreement in the form of an Ordinance.

Please let me know if you have any questions.

Thank you.
RESOLUTION NO. R-128-15

A RESOLUTION REQUESTING AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH KORDA/NEMETH ENGINEERING, INC. FOR THE ENGINEERING DESIGN SERVICES FOR THE E. ASH STREET BIKEWAY PROJECT

WHEREAS, on January 6, 2015, this Commission passed Resolution No. R-6-15 authorizing the City Purchasing Analyst to advertise for bids, according to law, for engineering design services for the E. Ash Street Bikeway Project; and

WHEREAS, after solicitation of Request for Qualifications, Korda/Nemeth Engineering, Inc. has been determined to be the most qualified provider of these services; and

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

SEC. 1: A purchase order is hereby authorized to Korda/Nemeth Engineering, Inc. for the engineering design services for the E. Ash Street Bikeway Project;

SEC. 2: The Finance Director certifies that funds are available and is hereby authorized to draw her warrants from time to time on the appropriate account of the city treasury in payment according to contract terms, not exceeding a total of $105,000;

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

Tabled – 9/15/2015
Motion Defeated to Bring Back to Table on 10/6/2015

LUCINDA L. FESS, MAYOR

PASSED: ____________________

ATTEST: ____________________
REBECCA J. COOL
CLERK OF COMMISSION
**MEETING DATE**  
September 15, 2015

**REPORT TITLE**  
A Resolution requesting authorization to enter into an Agreement with Korda/Nemeth Engineering, Inc. for the Engineering Design Services for the E. Ash Street Bikeway Project

**SUBMITTED BY**  
Name & Title: Amy L. Havenar, P.E., City Engineer  
Department: Engineering

**AGENDA CLASSIFICATION**  
☐ Consent  
☐ Ordinance  
☒ Resolution  
☐ Regular

**APPROVALS/REVIEWS**  
☒ City Manager  
☐ Asst. City Manager/Finance  
☐ Asst. City Manager/Development  
☐ Law Director  
☐ Department Director  
☐ Other:

**BACKGROUND**  
(Includes description, background and justification)  
The E. Ash Street Bikeway Project will consist of the construction of a multi-use path from Scott Drive/Centre Court to Looney Road on the north side of US Route 36. The separated shared use path will generally utilize the alignment of the existing sidewalk, with a widened sidewalk and vehicular barrier added to the north US Route 36 bridge over I-75.  
This project will tie into the multi-use path being designed and ultimately constructed as a part of the Ohio Department of Transportation’s US Route 36 bridge improvement project over the Great Miami River.  
ODOT will bid both projects simultaneously to ensure coordination between the two projects.  
As with all projects utilizing federal money, the selected consultants must be on ODOT’s prequalified consultants list. After soliciting for Request for Qualifications (RFQ’s), Korda/Nemeth Engineering, Inc. was selected to provide a Technical Proposal for the engineering design services.

**BUDGETING AND FINANCIAL IMPACT**  
(Include project costs and funding sources)  

<table>
<thead>
<tr>
<th>Budgeted ($)</th>
<th>$130,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expenditure ($)</td>
<td>$105,000 (includes 10% contingency)</td>
</tr>
<tr>
<td>Source of Funds</td>
<td>Fund 103 – Street Income Tax</td>
</tr>
</tbody>
</table>

**Narrative**  
The City has secured Transportation Alternatives (TA) funding from the Federal Highway Administration of up to $350,000 for the construction of the project.  
As with the majority of our federally funded projects, the engineering costs are funded with 100% local funds.
<table>
<thead>
<tr>
<th>OPTIONS (Include Deny/Approval Option)</th>
<th>1. Approve the resolution to enter into an agreement with Korda/Nemeth Engineering, Inc. for the engineering design.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2. Do not approve the resolution, therefore, do not complete the engineering design and return the funding.</td>
</tr>
<tr>
<td>PROJECT TIMELINE</td>
<td>The engineering design would begin immediately with project construction scheduled for the summer of 2018.</td>
</tr>
<tr>
<td>STAFF RECOMMENDATION</td>
<td>Approve the resolution to allow for engineering design to begin on the E. Ash Street Bikeway Project.</td>
</tr>
<tr>
<td>ATTACHMENTS</td>
<td>Technical Proposal for the engineering design.</td>
</tr>
</tbody>
</table>

September 3, 2015

Amy Havener, PE  
City Engineer  
City of Piqua  
201 West Water Street  
Piqua, OH 45365

RE: Scope of Services and Fee Proposal  
MIA-East Ash Street Bikeway, PID 97899  
Korda File: 2015-0415

Dear Mrs. Havener:

This is our proposal for professional services on this project. If this proposal is acceptable to you, it may become our Agreement, or you may incorporate its terms into a more formal agreement. We appreciate the opportunity to submit this proposal.

The project, as we understand it, is the design of a separated shared use path along the north side of East Ash Street (US36) from Scott Drive/Centre Court to Looney Road, totaling approximately 1750 linear feet of path and 275 feet of improvements to the MIA-36-1176L bridge over Interstate 75. The path will generally utilize the alignment of the existing sidewalk, and a widened sidewalk and vehicular barrier will be added to the MIA-36-1176L bridge.

Scope of Services

• Our scope of services is outlined on the attached Project Task List, which details the expected scope of services based on coordination with your office and with ODOT.

Assumptions

• The project will follow the Ohio Department of Transportation’s (ODOT) Project Development Process (PDP) and will be administered as an ODOT-Let LPA project. All design, submittals, and documentation will be provided to meet ODOT requirements.

• Submittals will be made electronically to both the City of Piqua and ODOT, unless requested otherwise.

Deliverables

• Abbreviated Preliminary Engineering
• Design Exception Request (if authorized)
• Stage 1 + Stage 2 combined plans (including associated cost estimates, calculations, etc.)
• MIA-36-1176L Bridge Load Rating Report
• Stage 3 Detailed Design Plans (including associated cost estimates, calculations, etc.)
• Final Plan Tracings
Exclusions
- Environmental studies and documentation will be completed by ODOT District 7. Korda will prepare any minor exhibits, construction limits, etc., for the District's use.
- The project will not require additional right-of-way, therefore plan preparation and acquisition are not considered.
- Improvements to traffic signals are excluded with this project. The crossing of Ash Street at Scott Drive on the west side of the intersection is anticipated to be designed and constructed by the MIA-36-11.34 PID 95925 project. Signal and pedestrian improvements by the MIA-36-11.56 PID 94757 project are anticipated to accommodate the improvements as part of this project.
- Gentechnica services and reports for pavement and subgrade recommendations are excluded since the path will utilize the same alignment as an existing sidewalk. The path will not be subject to any vehicular traffic since it parallels a major roadway.

Schedule
- Attached is our anticipated schedule.

Design Criteria
- The AASHTO Guide for the Development of Bicycle Facilities (2012, Fourth Edition) will be used as the basis of shared use path design.
- ODOT Location and Design (L&D) Manual, Volume 1 will be used as a basis for the roadway design.
- ODOT L&D Manual, Volume 2, will be used as a basis for drainage and post-construction Storm Water Best Management Practice design.
- ODOT Pavement Design Manual
- ODOT Bridge Design Manual (BDM) will be used as a basis for bridge design.
- ODOT Traffic Control Design Information Manual and the Ohio Manual of Uniform Traffic Control Devices (OMUTCD) will be used as a basis for any traffic design.
- 2013 ODOT Construction and Materials Specifications (CMS) will be used for the construction plans.

For these Services, we propose that our compensation be a stipulated base fee of $89,923, and an additional $4,882 of "if authorized tasks", for a project total of $94,805. Invoices will be submitted monthly in proportion to services performed. Additional scope for "if authorized" items will not be performed unless approved by you or your office.

Our fees for services, as proposed above, include our ordinary project expenses (computers, in-house printing, phone, fax, postage, etc.). However, extraordinary expenses are not included. If any are required, they will be Reimbursable Expenses, billed to you at our actual cost plus 10%. Examples include:
- Fees paid for securing approval of authorities having jurisdiction,
- Printing of document sets for Owner review, permits, or bidding.
We will proceed with the services noted within this proposal immediately after receipt of an authorization to proceed. If the services described above have not been completed within twelve (12) months of the date of this proposal, the rates of compensation will be equitably adjusted.

We assume that the description of services in this proposal is consistent with what you require. If there are differences which will affect the services required of us, please advise us so that we might adjust our proposal accordingly.

Thank you for the opportunity to make this proposal. To initiate our services, please sign and return one copy for our files. Note that your signature is required below, and on the attached Standard Terms & Conditions.

Yours truly,

KORDANEMETH ENGINEERING, INC.
Consulting Engineers

[Signature]
Brooks M. Vogel, PE
Partner, Project Manager

[Signature]
John W. Panovsky, PE, LEED AP BD+C
Partner

Accepted By: ________________________________

For: City of Piqua

Date: ________________________________

JWP/BMV/Arn
Enclosure(s): Project Task List

- Project Fee Proposal
- Project Schedule
This is an AGREEMENT between City of Piqua (the CLIENT) and Korda/Nethe Engineering, Inc. (the ENGINEER), dated September 3, 2015, related to Old East Main Street (hereinafter, the PROJECT), on behalf of the owner of the PROJECT (the OWNER). In the event of any inconsistency or conflict between this Agreement and any other written agreement between the CLIENT and the ENGINEER, the provisions of this Agreement shall govern. In the event of any conflict between any other written agreement, the provisions of this Agreement shall govern.

CURE REQUIREMENTS - In the event that the CLIENT fails to cure any deficiency within twenty (20) days of written notice, the ENGINEER is authorized to terminate the Agreement without further notice by the CLIENT. The ENGINEER may charge the CLIENT for its time and expenses incurred after the twenty-fifth (25th) day of the thirty (30) days from the issuance of the written notice.

HEIR PROVISION - If the CLIENT dies, the ENGINEER may continue the work under the provisions of this Agreement with the attention of the NAME OF HEIR appointed by the OWNER.

STANDARD OF CARE - The ENGINEER shall be held to the same standard of care as an ordinary prudent person in the profession.

REPAIRS AND FIXTURES - Any changes or additions to the work by the ENGINEER shall be in accordance with the terms and conditions of this Agreement.

PERMITS AND COMPLIANCE - The CLIENT shall be responsible for obtaining all necessary permits and complying with all applicable laws and regulations.

CONSTRUCTION - The CLIENT shall be responsible for all work under this Agreement.

INSPECTIONS - The CLIENT shall be responsible for all work under this Agreement.

ARBITRATION - Any dispute arising out of this Agreement shall be settled by arbitration in accordance with the rules of the American Arbitration Association.

ACKNOWLEDGMENT - The CLIENT acknowledges that it has received and read a copy of this Agreement.

END OF STANDARD TERMS & CONDITIONS

ENGINEER’S SIGNATURE: __________________________

CLIENT’S SIGNATURE: __________________________

Standard Terms & Conditions

Latest revision 21 May 2015
RESOLUTION NO. R-135-15

A RESOLUTION AUTHORIZING PRELIMINARY LEGISLATION WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE PROGRAMMING OF THE US ROUTE 36 (EAST ASH STREET) BIKEWAY/PEDESTRIAN FACILITY PROJECT

WHEREAS, the Ohio Department of Transportation requests preliminary legislation to complete the programming of proposed infrastructure improvement projects within the City of Piqua.

SEC. 1: Project Description
WHEREAS, ODOT in cooperation with the City of Piqua has identified the need for the described project:

The construction of a separated bike lane and pedestrian facility on US Route 36 (East Ash Street) from Centre Court/Scott Drive to Looney Road, within the City of Piqua, Miami County, Ohio. Said project is further identified as MIA EAST ASH STREET BIKEWAY.

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. 2: Consent Statement
Being in the public interest, the City of Piqua (CITY) gives consent to the Director of Transportation to complete the above-described project.

SEC. 3 Cooperation Statement
The CITY shall cooperate with the Director of Transportation in the above-described project as follows:

The CITY agrees to assume and bear one-hundred percent (100%) of the cost to install and/or repair curb ramps at all necessary intersections to ensure compliance with the Americans with Disabilities Act.

And further, if the CITY requests to perform any other work beyond the project scope, the CITY shall assume and bear one hundred percent (100%) of the costs associated with those items.

SEC. 4: Utilities and Right-Of-Way Statement
The CITY agrees that all right-of-way (if applicable) required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The CITY also understands that right-of-way costs include eligible utility costs.

The CITY agrees that all utility accommodation, relocation and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.
SEC. 5: Maintenance
Upon completion of the Project, and unless otherwise agreed, the CITY shall:
(1) provide adequate maintenance for the Project in accordance with all applicable
state and federal law, including, but not limited to, Title 23, U.S.C. Section 116; (2)
provide ample financial provisions, as necessary, for such maintenance of the
Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold
said right-of-way inviolate for public highway purposes.

SEC. 6: Authority to Sign
The City Manager of the City of Piqua is hereby empowered on behalf of the
City of Piqua to enter into contracts and/or agreements with the Director of
Transportation necessary to complete the above-described project.

SEC. 7: This Resolution shall take effect and be in force from and after the
earliest period allowed by law.

Tabled 10-06-2015

LUCINDA L. FESS, MAYOR

PASSED: ____________________

ATTEST:
REBECCA J. COOL
CLERK OF COMMISSION
### City of Piqua, Ohio

#### Commission Agenda

**Staff Report**

<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>October 6, 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>Preliminary Legislation with the Ohio Department of Transportation (ODOT) for the programming of the US Route 36 (East Ash Street) Bikeway/Pedestrian Facility Project</td>
</tr>
</tbody>
</table>
| SUBMITTED BY | Name & Title: Amy L. Havenar, P.E., City Engineer  
Department: Engineering |
| AGENDA CLASSIFICATION | ☒ Consent  
☐ Ordinance  
☒ Resolution  
☐ Regular |
| APPROVALS/REVIEWS | ☒ City Manager  
☐ Asst. City Manager/Finance  
☐ Asst. City Manager/Development  
☐ Law Director  
☐ Department Director  
☐ Other: |
| BACKGROUND | (Includes description, background and justification)  
In March of 2014, the City was notified of our award of a Transportation Alternatives grant from the Miami Valley Regional Planning Commission. This grant is for the construction of a separated bike lane and pedestrian facility on US Route 36 (East Ash Street) from Centre Court/Scott Drive to Looney Road.  
As with all projects receiving federal funds, we are required to program the project with ODOT in order to begin moving forward with the design. |
| BUDGETING AND FINANCIAL IMPACT | (Includes project costs and funding sources)  
Budgeted $: N/A for this legislation  
Expenditure $: N/A for this legislation  
Source of Funds: The grant was approved for up to $350,000 of the project costs. The project has an estimated construction cost of $575,000; however, we have not yet begun the detailed design. The estimate will be refined once we get into the design of the project. |
| OPTIONS | (Include Deny/Approval Option)  
1. Approve the resolution to enter into an agreement with ODOT.  
2. Deny the resolution and do not proceed with the project. |
| PROJECT TIMELINE | The project is currently scheduled for construction in the summer of 2018. |
| STAFF RECOMMENDATION | Approval of the resolution to allow for ODOT to complete the programming of the US Route 36 (East Ash Street) Bikeway/Pedestrian Facility Project. |
| ATTACHMENTS | |
RESOLUTION NO. R-142-15

A RESOLUTION REQUESTING AUTHORIZATION TO ENTER INTO A CONTRACT WITH BURCH HYDRO, INC. FOR WASTEWATER PLANT BIOSOLIDS CONTRACT EXTENSION FOR THREE (3) YEARS

WHEREAS, the City of Piqua Wastewater Plant currently disposes of its biosolids by land application at approved farm ground in the area; and

WHEREAS, the current contract state in #10., That the owner may at their option and with approval of bidder, extend the period of this agreement to be performed at the Wastewater Treatment Plant; and

WHEREAS, Burch Hydro, Inc. has the current contract agreement for said services; and

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

SEC. 1: A contract for said services is hereby authorized and approved for the pricing included in the extension letter presented;

SEC. 2: The Finance Director certifies funds are available and is hereby authorized to draw her warrants from month to month on the appropriate account of the City treasury in payment according to this Resolution;

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>October 20, 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>Wastewater Plant Biosolids Contract Extension for 3 years.</td>
</tr>
</tbody>
</table>
| SUBMITTED BY | Name & Title: Dave Davis, Wastewater Plant Supt.  
Department: Water Utilities |
| AGENDA CLASSIFICATION | ☑ Consent, ☑ Resolution, ☐ Ordinance, ☐ Regular |
| APPROVALS/REVIEWS | ☑ City Manager, ☑ Asst. City Manager/Finance, ☑ Asst. City Manager/Development, ☑ Law Director, ☑ Other |
| BACKGROUND | In October of 2013 the City entered into a 3 year contract with Burch Hydro to manage the Biosolids Removal & Land Application for the Wastewater Plant. In that contract we have always maintained the option to extend that contract an additional 3 years if agreeable on pricing. This extension would carry us thru 2018, when we would need to bid it again for 2019 and beyond. With the upcoming plant expansion on the horizon, a modified contract would more than likely be approaching at that time. Due to a change in the State of Ohio Biosolids Rules 503, applications rate’s are to be followed for the application of Phosphorus. This basically due to the algae conditions at Lake St. Mary’s and Lake Erie. The generators(cities) additional work to stay under the application limits to the farm fields falls under the current contract with Burch Hydro and this could have caused a significant increase in handling cost. This increase is lower than the last 3 year extension overall. Burch Hydro has been our applicator for 9 years now and when we bid in 2013 Burch Hydro was the only bid received.  
2016 = 8.5% increase from 2015  
2017 = 3.3% increase from 2016  
2018 = 3.25% increase from 2017  
These figures are reflected in the 2016 budget. |
| BUDGETING AND FINANCIAL IMPACT | Budgeted $: $159,885 in 2016  
Expenditure $:  
Source of Funds: Wastewater General Fund  
Narrative: Annual Operational Expense for Treatment. |
| OPTIONS (Include Deny/Approval Option) | 1. Approve and continue status quo till plant modification show us the next contract options  
2. Deny and go back out for a 3 year bid process which could result in higher hauling cost.  
3. Deny and start hauling to landfill at a much higher price.  
4. |
| PROJECT TIMELINE | This Contract Extension would be in affect starting January 1, 2016 thru December 31, 2018. |
| ATTACHMENTS | Current contract Pricing, Extension Pricing letter from Burch Hydro, Current contract language. |
in or omissions from the RFB Documents, he may submit to the Owner a request for an interpretation or correction thereof. Any interpretation or correction of the documents will be made only by Addendum duly issued and a copy of such Addendum will be mailed or delivered to each person receiving the RFB Documents. The Owner will not be responsible for any other explanations or interpretations of the documents. Receipt of Addenda shall be noted on the bid form.

7. WITHDRAWAL OF BID

Any Bidder asking to withdraw his bid can do so only by written request, at any time prior to the scheduled closing time for receipt of bids. If not withdrawn, the bid shall remain valid for a period of 90 days after submittal.

8. AWARD OR REJECTION OF BIDS

The contract will be awarded to the best responsive and responsible bidder complying with these instructions and with the Notice of Request for Bids. The Owner, however, reserves the right to accept or reject any or all bids if it may deem it best for the public good, and to waive any informality in the bids received.

9. DURATION OF CONTRACT

The successful bidder shall enter into a written contract binding all the terms, conditions, and provisions of the Specifications defined herein and associated Contract Documents. The contract period will be three (3) years.

10. OPTION TO EXTEND

The Owner may at their option and with approval of the Bidder, extend the period of this agreement for one to three additional one-year periods. Bidder shall be notified in writing of the Owner's intention to extend the contract period at least six months prior
to the expiration of the original contract period.

11. EXTENSION AGREEMENT

The Owner shall submit a letter of intent to extend by August 1st of the year prior to the extension year. The Bidder will then respond with a cost for the services by September 1st of that year. The Owner reserves the right to ask for multi year extensions up to 3 years. The Owner retains the right to reject any and all quotes to extend this contract.

12. PAYMENTS

Payment shall be made for the amount of biosolids removed at the end of each monthly period in which biosolids were removed. Payment will be determined by multiplying the unit contract price by the actual quantity of biosolids removed. Quantities will be determined by the weighing of trucks to determine Wet tons hauled from the site or a method that would be agreeable by both parties. Payment will be made upon receipt of a correct invoice.

13. PRE-BID INSPECTION OF FACILITIES

A Bidder may visit the Wastewater Facility prior to Bid opening in order to inspect the facilities that bidder would be using.
July 2, 2015

Mr. Dave Davis
City of Piqua
121 Bridge Street
Piqua, OH 45356

Re: Renewal of Biosolids Contract
City of Piqua Wastewater Treatment Plant

Dear Dave:

In response to your letter, we at Burch Hydro appreciate the opportunity to renew our biosolids contract with the City for the next few years. We have analyzed our costs to perform the work for this contract since it commenced in 2013. Based upon this analysis and on expected pricing trends for fuel, polymer, wages, and insurance for the next three years, we would like to propose the following prices for the extension period:

2016 $532.95 per dry ton
2017 $550.25 per dry ton
2018 $568.15 per dry ton

Please let us know if you are in agreement with these proposed unit prices. It has been a pleasure working with the City and with the staff at the plant for the past several years and we hope to be able to continue doing so. Thank you and please do not hesitate to call if you have any questions regarding this letter.

Sincerely,

Burch Hydro, Inc.

[Signature]
Shelly D. Wenger
Engineer
A Corporation

Name: Michael R. Burch

Business Address: 17860 Ankneytown Road, Fredericktown, OH 43019

Phone No.: (740) 694-9146
Fax No.: (740) 694-4188

Federal I.D. Number: 31-0978934

Date: October 4, 2012

PRICE BID

2013 - $463.00 Price/per dry ton.
2014 - $476.90 Price/per dry ton.
2015 - $491.20 Price/per dry ton.