REGULAR PIQUA CITY COMMISSION MEETING
TUESDAY, MAY 3, 2016
7:30 PM
COMMISSION CHAMBER – 2nd FLOOR
201 WEST WATER STREET
PIQUA, OHIO 45356

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

ANNOUNCEMENTS:
PROCLAMATION- BIKE TO SCHOOL WEEK

RESIDENCE PRIDE AWARDS:
- Jake & Pam Kenney: 1906 Carlyle Drive
- Jim & Jessie Hess: 707 Clark Avenue
- Jim & Linda Blais: 1223 Marwood Drive
- Michael & Morgan Mohr: 724 W. Greene Street
- Lori Nicodemus: 1052 North Street

EXECUTIVE SESSION
Move to Executive Session to consider the purchase or sale of property for public purposes

ADJOURNMENT

REGULAR PIQUA CITY COMMISSION MEETING

CONSENT AGENDA

1. APPROVAL OF MINUTES
   Approval of the minutes from the April 14, 2016 Piqua City Commission Worksession meeting and the April 19, 2016 Regular Piqua City Commission meeting

2. RES. NO. R-58-16
   A Resolution of Appreciation for the Public Service of Chris A. Werst as a City Employee

NEW BUSINESS

3. ORD. NO. 4-16 (2nd Reading)
   An Ordinance amending Chapter 51 of the Piqua Municipal Code Sewers

4. ORD. NO. 5-16 (2nd Reading)
   An Ordinance authorizing the submission of a proposed amendment to Piqua Charter Section 4 the Commission

5. RES. NO. R-59-16
   A Resolution awarding a contract to Speedway LLC for our City-wide fuel purchasing program for the years 7/1/16 – 6/30/19

6. RES. NO. R-60-16
   A Resolution awarding a contract to Walls Bros. Asphalt Co., Inc. for the 2016 Street Resurfacing Program
7. RES. NO. R-61-16
   A Resolution granting a utility easement to Vectren Energy Delivery of Ohio, Inc. for Parcel No. N44-001800

8. RES. NO. R-62-16
   A Resolution granting a utility easement to Vectren Energy Delivery of Ohio, Inc. for Parcel No. N44-250040 and N44-250039

9. RES. NO. R-63-16
   A Resolution granting a utility easement to Vectren Energy Delivery of Ohio, Inc. for Parcel No. N44-250351

10. RES. NO. R-64-16
    A Resolution granting temporary and permanent Utility Easements to Vectren Energy Delivery of Ohio, Inc. for Parcel No. N44-250135

11. RES. NO. R-65-16
    A Resolution requesting authorization to purchase the real property located on Wood Street, part of Miami County current Tax Parcel No. N44-250606, being owned by Transformed Life Church

12. RES. NO. R-66-16
    A Resolution requesting authorization to acquire a permanent and temporary easement located on Wood Street, part of Miami County current Tax Parcel No. N44-250563 being owned by Transformed Life Church

13. RES. NO. R-67-16
    A Resolution requesting authorization to acquire a permanent and temporary easement located on Wood Street, part of Miami County current Tax Parcel No. N44-250606 and N44-250564 being owned by Transformed Life Church

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

CITY MANAGER'S REPORT

COMMISSIONERS COMMENT

ADJOURNMENT
PROCLAMATION

WHEREAS, for more than a century, the bicycle has been an important part of the lives of most Americans; and,

WHEREAS, today, millions of Americans engage in bicycling as an environmentally sound form of transportation, an excellent form of fitness, and as a quality family recreation activity; and,

WHEREAS, Piqua hosts events such as the annual Bike Blessing, Bicycle Rodeo, Bike to Work/Bike to School Week, Piqua Bike Challenge, Moonlight Stride and Rides, and the Groovy Gourd Bike Tour, encourages local and visiting bicyclists to enjoy the Great Miami River Recreational Trail, the Piqua Recreational Trail system, and all of our beautiful community.

WHEREAS, these bicycling activities and attractions have a positive impact on Piqua's economy and tourism industry and to stimulate economic development by making the city attractive to businesses and citizens who enjoy the out of doors and healthy lifestyles; and

WHEREAS, creating bicycle-friendly communities has been shown to improve citizens' health, well-being, and quality of life, to boost community spirit, to improve traffic safety, and to reduce pollution and congestion; and,

WHEREAS, the League of American Bicyclists and local advocacy organizations like Bike Piqua are promoting greater public awareness of bicycle operation and safety education in an effort to reduce accidents, injuries and fatalities; and

WHEREAS, the citizens of Piqua benefit from the availability of a complete transportation system that includes facilities dedicated to the safe and convenient movement of bicycle traffic:

NOW, THEREFORE, BE IT RESOLVED that the City of Piqua Commission hereby proclaims, the month of May as BIKE MONTH, and the week of May 2, 2016 to May 6, 2016 as BIKE TO WORK and BIKE TO SCHOOL WEEK in Piqua, Ohio.

KATHRYN HINDS, MAYOR
Piqua City Commission Work Session

April 14, 2016 Minutes

All members of the Commission were present except for Commissioner Terry was absent in the beginning. Commissioner Vogt moved to excuse Commissioner Terry and Commissioner Marin seconded the motion. All members voted in the affirmative. Commissioner Terry arrived at 8:00 p.m.

The first item on the agenda was the recommendations for possible changes from the Charter Review Committee on how the mayor is elected. Members on the Charter Review Committee were selected by each commissioner for the sole purpose of reviewing how the mayor is elected. Members of the committee were Roy Moreaux, Ward 1, Dave Marin, Ward 2, Tom Hudson, Ward 3, Skip Murray, Ward 4 and Gary Koenig, Ward 5. Law Director Stacy Wall presented on behalf of the committee. Mr. Murray, Mr. Koenig and Mr. Moreaux were present.

Law Director Wall began by providing a history, indicating that the process began with the Commission having a work session on January 14th where it recommended the matter be looked at by a charter review committee. The Committee met February 22nd and March 14th. If the Commission approves an ordinance, the ordinance must be certified to the Board of Elections by August 10th and the issue would be on the ballot November 8th.

Law Director Wall continued by stating that the Charter was changed by the citizens in 1975. Prior to the change, there were 5 commissioners and the commissioners elected the mayor. The charter amendment required that the citizens elect the mayor but the change in the election process has proven to add confusion as it is not understood that the candidate must be elected commissioner and mayor to be mayor. Since 2000, at least 4 times, the person elected as mayor did not sit on commission because he was not also elected to the commission seat. The guidelines from the Commission in reviewing the issue was how to clarify that you were not voting for the same person twice on the same ballot, i.e. commissioner and mayor and that the commission remain 5 members.

The Committee reviewed a summary of 60 charters on how mayors are elected. That review showed that when the mayor is elected by the commission, it is a two year term and when the mayor is elected by the citizens, it is a four year term. When the mayor was elected by the commission, the mayor had the same ceremonial duties that the current Piqua mayor has and had not different authority than any other commissioner. A mayor elected by the citizens was typically a mayor that had veto authority or was from a strong mayor form of government.
Law Director Wall presented the first option from the Committee as a five member commission made up of four commissioners and one mayor. In this scenario, the City would be redistricted to 4 wards and the mayor could run from any ward. The issue is then eliminated of having to vote for the same person twice. The mayor’s duties and/or authority would remain the same but the term would be changed to four years for consistency as well as if a person wants to be the mayor, it is a disservice to limit the term to two years. The Committee focused on this option as the only possible option it felt the citizens would support.

Option 2 was going back to the pre-1975 charter amendment. The commission would remain 5 members. At the first meeting of the year, the commission elects the mayor. The mayor’s term would remain two years. This proposal eliminates the need to run for two positions on the same ballot. There is no independent authority of the mayor so Law Director Wall indicated it is acceptable for the commission to elect the mayor. The Committee preferred this option but did not put this as the first option because it felt that the citizens would not approve the amendment.

The third option was that there would be no mayoral election. The commission would remain five members and the highest vote getter would be elected the mayor. The committee did not like this option because it would discourage people from running for commission if there was also a possibility that you could also be elected the mayor. The only reason that the Committee put the option forward was because it did resolve the issue of confusion on voting for the same person twice on the ballot.

Roy Moreaux indicated he did not like the first option of redistricting to four wards. Commissioner Martin also did not like the option of four wards. He believed that the commission would be able to influence a vote because the mayor would be from the same ward as another commissioner. He believed the commission would lose its equal representation by being four wards rather than five wards. Commissioner Terry did not like redistricting to four wards. She believes that people are confused now as to what ward they live in as was demonstrated in the last election as people from the wrong ward signed a petition. Commissioner Wilson also did not like the first option. Mayor Hinds thought that citizens want to vote for the mayor so thought this was a good option. Commissioner Martin said another option may be to keep the five wards but add a sixth position for the mayor. Law Director pointed out that the only way to have six positions would be to have the mayor as a non-voting position but this would discourage anyone from wanting to be the mayor if they could not vote. Mr. Koenig indicated that he looked at the numbers from the past elections and the numbers showed that more people voted for mayor than commissioner in each election so people do want to vote for the mayor. City Manager Huff reminded the commissioners that redistricting is by population.
As to the second option, Commissioner Vogt liked going to the pre-1975 option as it worked before. Commissioner Martin also liked this option. Commissioner Martin indicated that if option 2 is chosen, don’t have to worry about overlapping terms or changing the terms like you would need to figure out in Option 1. Commissioner Wilson also liked this option because he indicated that people get confused and redistricting again would only cause more confusion. Mayor Hinds felt that the citizens would want to continue to vote for the mayor and would not support this option. Mr. Murray indicated that Option 2 was really the preference of the committee. He said that all options had some pitfall but the biggest issue of Option 2 from the Committee was that there was no feeling that the citizens would approve it and therefore it was not a very viable option.

As to option 3, there was no support and it quickly was not considered.

Commissioner Terry thought that 2 year terms for the mayor was better for continuity and wanted to leave staggered terms. It seemed complicated to figure out how new terms would start with those currently in office if went with Option 1. Mr. Murray thought that the citizens in general did not understand that the mayor has no authority independent of the commission and that is why they want to vote for the mayor. Mayor Hinds agreed with that conclusion indicating that many people have asked her where her office is and other questions indicating she has authority. Law Director Wall stated that there is a sense that the citizens want to keep certain things as indicated by the history of the proposal to change public comment. Commissioner Vogt said that most of the citizens who complain either don’t vote or can’t vote because they don’t live within city limits. Gary Kenig reminded everyone that the fourth option is to not do anything and leave the process as is.

Commissioner Terry thanked the Committee for their work. She said that the current process is definitely a problem as the citizens do not understand how to vote. Mayor Hinds also thanked the Committee. All agreed that Option 2 required the minimum number of changes and recommended that the Law Director begin to work on the Charter Amendment language. Law Director Wall encouraged the Commissioners to really consider what the Committee recommended as three of the committee members are individuals who were elected mayor and not commissioner, which was the exact issue tasked to the Committee.

A memo from Law Director Wall with an attachment regarding the Charter Review Committee’s recommendations was accepted.

The next item on the agenda was the Traffic Intersection Study. City Manager Huff wanted to know if there were any intersections in the City that the Commission wanted considered for evaluation. Commissioner Terry did not think the traffic light at Grant
and McKinley needed to remain since the school was no longer there. She said that Broadway and Park is a school zone and people need to learn the traffic laws. Commissioner Vogt thought the light at Brice and South could be removed as well. He said that when the changes were made to the traffic lights on College Street, many people were mad but now there are no issues and people like the change. Commissioner Vogt said the most dangerous part in Piqua in his opinion is Looney and 36 and Route 36 in front of Wendy’s.

Commissioner Martin thought that since Bennett School no longer exists that the traffic light on S. Main and South Street could be removed. He believed the light at S. Main and Garnessy Street needed to stay.

Commissioner Wilson requested that all of the main intersections with traffic issues be evaluated. Mayor Hinds talked about the timing of the lights on Downing and Ash Streets. Commissioner Terry then said there was a timing issue with the light at Ash and Wayne but also indicated that the light on Wayne is very short but it may need to be that way for the flow of traffic. Commissioner Martin said the timing of the light at the Main Street bridge going west is very long and should also be looked at. City Manager Huff was questioned about the timing of the lights to which he said that many of the lights in Piqua are able to pick up the number of cars which determines the timing of the lights.

Commissioner Martin made a motion to go into executive session for the purpose of pending or imminent litigation. Commissioner Wilson seconded the motion. A roll call vote was taken and all were in favor. The Commission went into executive session at 8:28. Executive session was adjourned at 9:12. Commissioner Martin then moved to adjourn the regular meeting and Commissioner Wilson seconded. All were in favor and the meeting adjourned at 9:13 pm.

Minutes prepared by Stacy M. Wall, Law Director
MINUTES
PIQUA CITY COMMISSION
Tuesday, April 19, 2016 7:30 P.M.

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


ANNOUNCEMENTS

Larry Hamilton, invited the Mayor to attend Special Memorial Day Service on May 1, 2016, at the Greater Love Missionary Baptist Church. In conjunction with that Mr. Hamilton read a Memorandum of Understanding.

Mayor Hinds thanked Mr. Hamilton for the works he does.

REGULAR CITY COMMISSION MEETING

Consent Agenda

Approval of Minutes

Approval of the minutes from the April 5, 2016 Regular Piqua City Commission Meeting.

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

NEW BUSINESS

ORD. NO. 4-16 (1ST Reading)
An Ordinance amending Chapter 51 of the Piqua Municipal Code: Sewers

Stacy Wall, Law Director provided the Staff Report.

This Ordinance will amend the language in Chapter 51 of the Municipal Code in regards to wastewater. The Piqua Wastewater Treatment Plant recently went under an Audit by the Ohio EPA, and as a result of the audit these changes were recommended. The changes are all on page four in Ordinance No. 4-16, and pertains to one definition in the entire chapter. But that change will make it consistent with what the State Law, specifically the Ohio Administrative Code requires, stated Ms. Wall.

Public Comment

No one came forward to speak for or against Ordinance No. 4-16.

Ordinance No. 4-16 was given a first reading.

ORD. NO. 5-16 (1ST Reading)
An Ordinance authorizing the submission of a proposed amendment to Piqua Charter Section 4 the Commission
Stacy Wall, Law Director provided the Staff Report.

Ordinance No. 5-16 comes before the Commission not from any result of the Charter Review Committee requesting, but something that the staff is requesting, stated Ms. Wall. This Charter amendment would go before the voters if approved on the November 8, 2016 General Election to vote on. This states what the City Commission would be able to go into Executive Session for. The additional reasons to go into Executive Session will not be open-ended, and will be specifically defined by the Ohio Revised Code. New Sections include Sections H, I, and J. Section H: pertains to matters that are under security reasons, emergency response protocols, Section I: for reasons of Economic Development as defined by Ohio Revised Code. Section 121.22 (G) (6), and Section J: any other matters authorized by the Ohio Revised Code, Section 121.22 as it specifically applies to municipalities.

Commissioner Terry asked what happens if the voters do not pass the Charter Amendment will the City not be in compliance? Ms. Wall explained.

Public Comment

No one came forward to speak for or against Ordinance No. 5-16.

Ordinance No. 5-16 was given a first reading.

RES. NO. R-52-16
A Resolution authorizing a purchase order to Horton Emergency Vehicles Company for the purchase of a medic for the Fire Department

Fire Chief Brent Pohlschneider provided the Staff Report.

The current Medic Unit is a 1996 model, and requires regular maintenance due to its age, and the dependability is decreasing. That unit was due to be replaced four years ago, but was kept due to the failure of a 2007 model that was replaced in 2012. With the new unit we are looking to maintain the dependability of our fleet, stated Fire Chief Pohlschneider.

Commissioner Martin asked if the 1996 Unit would be retired or sold. Fire Chief Pohlschneider stated the Police Department is interested in using it.

Public Comment

No one came forward to speak for or against Resolution No. R-52-16.


RES. NO. R-53-16
A Resolution amending the agreement with LJB, Inc. for the design and right-of-way acquisition services for the Garnsey Street/Commercial Street Corridor Neighborhood Connector Project

Amy Havenar, City Engineer provided the Staff Report.

In September of 2013 the City Commission approved an agreement with LJB Inc. for the Design Services and Right-of-Way Acquisition Services for the Garnsey Street/Commercial Street Corridor Neighborhood Connector Project. Since, LJB, Inc has begun their extensive research into the right-of-way for this project, it prompted the Miami County Tax Map Department to make revisions to the county map records, which has significantly impacted the design of the project. Thus additional engineering and right-of-way services have become necessary to bring this project to a close and allow for construction to proceed, stated Ms. Havenar.
Public Comment

No one came forward to speak for or against Resolution No. R-53-16.


RES. NO. R-54-16
A Resolution rescinding Resolution No. R-130-15 and enacting new Consent Legislation with the Ohio Department of Transportation (ODOT) for the microsurfacing of various routes including a portion of US Route 36 within the City of Piqua

Amy Havenar, City Engineer provided the Staff Report

The Ohio Department of Transportation is requesting the City to rescind Resolution R-130-15 as the work location has been removed from the project and has been added to another project. The project itself will consist of the microsurfacing of US Route 36 from Straight Line Miler 4.61 to 8.24 containing a portion within the City of Piqua.

Commissioner Martin asked what is microsurfacing? Ms. Havenar explained the process.

Public Comment

No one came forward to speak for or against Resolution No. R-54-16.


RES. NO. R-55-16
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

Jim Burkhardt, Wilshire Drive, came forward and provided information on the request for the use of a portion of Lock Nine Park and Linear Park to Mainstreet Piqua. Mr. Burkhardt stated the plan is to attract people to the riverfront area to raise the profile of the water trail and the recreational trail system. They will offer samplings of a variety of beers and food, with the food being from local restaurants. It will also include a musical performance. Also available will be canoeing, kayaking, and stand up paddle boarding on the Great Miami River water trail, along with demonstrations of cycling equipment on the recreational trail. Proceeds raised from the event will be used to support the maintenance and promotion of the river corridor and the recreational trail system, stated Mr. Burkhardt.

Mayor Hinds stated this is a wonderful event and encouraged citizens to attend.

Public Comment

No one came forward to speak for or against Resolution No. R-55-16


RES. NO. R-56-16
A Resolution requesting authorization to amend the agreement with Bowser-Morner, Inc. for the testing and observation services for the off-site pipeline project as a part of the Water Treatment Plant
Don Freisthler, Water Plant Superintendent provided the Staff Report.

Resolution No. R-30-15 was approved by the Commission authorizing the City of Piqua to enter into an Agreement with Bowser-Morner, Inc. for testing and observation services for the construction of the new raw water treatment plant. The original scope of services was set up to have a technician to be on-site 4 hours per day. As the project has progressed it has been determined there was a need to have a technician 8 hours per day to ensure the work being done was meeting contract specifications. This resolution will cover a technician to be on-site 8 hours per day on the off-site project for a total of 79 more days until the contractor finishes the project. The contract will increase by $40,000 to a total of $56,000, stated Mr. Freisthler.

Commissioner Terry asked if it was an issue of liability or part of the contract to have someone on site for 8 hours? Mr. Freisthler stated it is part of the contract and further explained.

Public Comment

No one came forward to speak for or against Resolution No. R-56-16.


RES. NO. R-57-16
A Resolution authorizing the City Manager to submit an application to the Ohio Department of Transportation for funding to make improvements to Hartzell Field at the Piqua Municipal Airport. Amy Havenar, City Engineer, provided the Staff Report.

Each year the Ohio Department of Transportation requests proposals for their Ohio Airport Grant Program. This program, funded at $6 million for SEY2017 provides Ohio’s small airports funding for obstruction removal and runway improvements. The City of Piqua is submitting a funding application for the installation of a Precision Approach Path Indicator (PAPI) system at the Piqua Airport-Hartzell Field.

City Manager Huff provided a brief overview of what the Precision Approach Path Indicator (PAPI) system is used for.

Public Comment

No one came forward to speak for or against Resolution No. R-57-18.


PUBLIC COMMENT
Bill Jaqua, N. Sunset Drive, came forward stating he feels his family’s business "Heritage Catering" is being discriminated against by the City of Piqua. Mr. Jaqua feels the Plaza Coordinator is not recommending his family’s business as a catering option at the Ft. Piqua Plaza.

City Manager Huff and Mayor Hinds indicated that they agree the City of Piqua cannot recommend a specific business. Bill Jaqua acknowledged that City Manager Huff invited him to meet with him on the issue and the City Manager said he would accept responsibility for the one specific incident he was made aware of and was addressing the issue.

Lorna Swisher, Executive Director of Mainstreet Piqua came forward and provided information and requesting permission to move the Farmer’s Market from the Corner of Spring and Ash Streets to the area in front of the Ft. Piqua Plaza/Library on High Street. The first Farmer’s Market
will take place on May 26, from 3:30 – 6:30. Ms. Swisher feels the move will provide more visibility to the Farmer’s Market area, and also be safer being away from the heavy traffic on E. Ash Street.

Commissioner Vogt voice his concern over the parking of tractors & trailers in the area, and being able to move Fire Trucks, Rescue and Police vehicles through the area if needed.

Commissioner Martin also voiced his concern over the parking situation.

Commissioner Terry said am I understanding this correctly, High Street would be closed and Market Street would remain open. Ms. Swisher stated yes.

City Manager Huff stated there are over 1500 parking spaces available in the downtown area.

Ms. Swisher announced the Taste of the Arts will take place on Friday evening May 20, 2016, From 5:00 P.M. – 9:00 P.M. and invited everyone to come downtown.

After a brief discussion, the Mayor asked if all were in favor of moving the Farmer’s Market to the area in front of the Ft. Piqua Plaza on High Street. Mayor Hinds, Commissioner’s Terry and Martin were in favor, Commissioner Vogt was not in favor of moving the Farmer’s Market at this time.

CITY MANAGER’S REPORT

City Manager Huff stated the 5/3rd property located on N. Main Street has been purchased by a developer who is going to renovate into offices, and is also going to open a restaurant on the corner of Spring & Ash streets. We hope to have more information and possibly have renderings by the State of the City on April 28, 2016, stated City Manager Huff.

City Manager Huff announced he and several of the Commissioners attended several ribbon cuttings recently they included; F46 Training, Piqua Daily Call, and Family Farm & Home. We hope to have a lot more of these in the very near future, stated City Manager Huff.

City Manager Huff announced on Thursday April 21, 2016 the Golden Sledge Hammer Ceremony will take place at the Scott Family Piqua East McDonald’s. The current structure/restaurant will be demolished and they will be building a new McDonalds Restaurant to be completed sometime this summer, stated City Manager Huff.

City Manager Huff announced the City of Piqua will host the Upper Floor Historic Building Development Workshop at the Ft. Piqua Plaza on Tuesday, April 26, 11:00- 4:00 P.M. We are very hopeful this will encourage residential living in our downtown.

City Manager Huff also announced there will be a Walking Tour of the Downtown Riverfront Development area on Tuesday, leaving from the Ft. Piqua Plaza at 5:00 P.M. We hope to highlight the vision the city has for the riverfront development, stated City Manager Huff.

City Manager Huff announced the State of the City presentation will be held on Thursday, April 28, 2016 at the Ft. Piqua Plaza with reservations and refreshment beginning at 8:00, and the presentation will begin at 8:30 A.M.

City Manager Huff provided information on one of the Citizens Involvement Programs, the ADOPT Program, and explained how citizens can get involved in the program.

COMMISSIONERS COMMENT

Commissioner Vogt reminded citizens not to blow their grass clippings into the street as it will clog the sewers. Commissioner Vogt also reminded citizens to clean up their properties, including their front porch, and to pick up trash around their property.
Commissioner Martin asked citizens to be pro-active and not blow their grass out into the street to help reduce the sewer problems, and possibly the help lower the sewer tax in the future.

Mayor Hinds stated Ryan King of Can't Stop Running completed the Boston Marathon recently and congratulated him on his accomplishment, and making Piqua proud.

Mayor Hinds stated on Sunday April 17, 2016 she spent some time walking through the Shawnee Neighborhood handing out surveys. Nikki Reese, Development Manager, along with the Citizens for a Better Piqua are working on getting information out to the Shawnee residents about income surveys they need to have completed and returned to be able to apply for grant funding. Funds will be used for street improvements, storm sewer improvements, sidewalks, automated water meters, and public parks improvements. Please complete and return the surveys to help get the much needed grant funding. It was wonderful to get to meet some our citizens, stated Mayor Hinds.

Mayor Hinds also stated she attended the Piqua Associated of Church meeting and shared the City of Piqua HELP Program with them, and explaining how they can get involved with the program.

Mayor Hinds stated she attended the Top 100 Banquet at the Piqua High School. This year there were over 100 students involved.

Mayor Hinds stated she also attended the many Ribbon Cuttings recently, and is looking forward to having many more in the future.

Mayor Hinds announced the Dancing with the Piqua Stars raised over $50,000 and thanked all who participated, and all who attended the performances.

Mayor Hinds announced the Piqua Neighborhood Inc. will be raising funds for Piqua Park Improvements by having a Community Fundraiser at Bob Evans Restaurant on April 29 – May 1, 2016. Flyers are available in the various locations, and in the City Manager’s office. The flyer must be presented at the time of check out for them to receive credit.

Moved by Commissioner Vogt, seconded by Commissioner Martin, to adjourn from the Regular Commission Meeting in to Executive Session at 8:20 P.M, to consider the purchase or sale of property for public purposes. Roll call vote, Aye: Martin, Terry, Vogt, and Hinds. Nay: None.

Moved by Commissioner Vogt, seconded by Commissioner Martin to adjourn from the Executive Session at 9:00 P.M. Voice vote, Aye: Terry, Martin, Vogt, and Hinds. Nay: None.

Moved by Commissioner Vogt, seconded by Commissioner Terry to adjourn from the Regular City Commission Meeting at 9:01 P.M. Voice vote, Aye: Terry, Martin, Vogt, and Hinds. Nay: None.

PASSED: ___________________________  KATHRYN B. HINDS, MAYOR

ATTEST: ___________________________  REBECCA J. COOL
          CLERK OF COMMISSION
RESOLUTION NO. R-58-16

A RESOLUTION OF APPRECIATION FOR THE
PUBLIC SERVICE OF CHRIS A. WERST
AS A CITY EMPLOYEE

WHEREAS, Chris A. Werst has retired as Water Plant Maintenance Working Supervisor with the Water Department; and

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

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

SEC. 1: In recognition and appreciation of the public service of Chris A. Werst as Water Plant Maintenance Working Supervisor with the Water Department, this Commission tenders its unanimous and respectful tribute by this Resolution, which shall be a matter of public and permanent record.

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

KATHRYN B. HINDS, MAYOR

PASSED: __________________________

ATTEST: ______________________________________
REBECCA J. COOL
CLERK OF COMMISSION
ORDINANCE NO. 4-16

AN ORDINANCE AMENDING CHAPTER 51 OF
THE PIQUA MUNICIPAL CODE SEWERS

WHEREAS, the Wastewater Department recently completed an Ohio EPA Pretreatment Program Audit; and

WHEREAS, the results of the Ohio EPA Pretreatment Program Audit indicated that the changes proposed to Section 51.02 of this Ordinance were necessary for the Piqua Municipal Code to be consistent with the Ohio Administrative Code regulations.

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

SECTION 1. That the City of Piqua hereby amends Chapter 51 Sewers, Section 51.02 as set forth below: (new language is underlined and deleted language is indicated by strikethrough):

CHAPTER 51: SEWERS

GENERAL PROVISIONS

§ 51.01 PURPOSE.
These regulations set forth uniform requirements for users of the Piqua wastewater system and enable the city to protect public health, safety, and welfare. The objectives of these regulations are:
(A) To prevent the introduction of pollutants into the wastewater system which will interfere with the normal operation of the system or contaminate the resulting municipal sludge; and
(B) To prevent the introduction of pollutants into the wastewater system which do not receive adequate treatment, and which will pass through the system into the receiving waters.

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

BEST MANAGEMENT PRACTICES (BMPs). Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed on Ohio Administrative Code (OAC) 3745-3-04. BMP’s also include treatment requirements, operating procedures and practices to control plant site runoff spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

BIOCHEMICAL OXYGEN DEMAND or BOD. The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20°C, expressed in mg/l, as determined by Standard Methods.

BUILDING DRAIN. That part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five feet outside the inner face of the building wall.

BUILDING SEWER. The extension from the building drain to the public sewer or other place of disposal.

CATEGORICAL PRETREATMENT STANDARDS. Pretreatment standards promulgated by U.S. EPA, specifying quantities or concentrations of pollutants or pollutant properties which may be discharged or introduced to the wastewater system by specific industrial users.
**CITY.** The City of Piqua, Ohio.

**CITY MANAGER.** The CITY MANAGER as provided for under the Charter of the city, or his or her duly authorized agent or representative.

**COMBINED SEWAGE.** A combination of sanitary sewage and storm water, with or without industrial wastes.

**COOLING WATER.** The water discharged from any system of condensation, air conditioning, cooling or refrigeration. It shall be free from odor and oil, and shall contain no polluting substances.

**CONTROL AUTHORITY.** (1) The POTW if it is under an approved pretreatment program; or (2) Ohio EPA if the POTW is not under an approved pretreatment program.

**DEBT SERVICE CHARGE.** The charge levied against the users of the sewage system for the retirement of and interest on bonds and/or notes authorized and issued by the city on construction of the sewage system facilities.

**DEPARTMENT.** The department established by the city for the purpose of managing and operating the wastewater system of the city.

**ENGINEER.** The City Engineer.


**GARBAGE.** Solid wastes from the preparation, cooking and dispensing of food, and from the handling, storage and sale of products.

**GARBAGE, PROPERLY SHREDDED.** The wastes from the preparation, cooking and dispensing of food that has been shredded to such a degree that all particles will be carried under the flow conditions normally prevailing in public sewers.

**GOVERNMENTAL/INSTITUTION CLASS USER.** Hospitals, nursing homes, schools; city, county, state or federal building or facilities that discharge wastewater into public wastewater treatment system works and facility.

**HEALTH OFFICER.** The City Health Commissioner or his or her duly authorized agent or representative.

**HOLDING TANK WASTE.** Any sanitary waste from holding tanks or chambers used in connection with boats, chemical toilets, campers, trailers, or other facilities from which sanitary wastes emanate. The definition includes sanitary wastes from septic tanks and vacuum pump tank trucks.

**INDUSTRIAL USER** or **INDUSTRIAL DISCHARGER.** Any user who discharges to the wastewater system any liquid wastes resulting from processes employed in industry or manufacturing, or from development of any natural resource.

**INDUSTRIAL WASTES.** The solid, liquid or gaseous waste resulting from any industrial manufacturing, trade or business process; or from the development, recovery or processing of natural resources, as distinct from sanitary sewage.

**INTERFERENCE.** A discharge which (alone or in conjunction with a discharge or discharges from other sources) does both of the following:

1. Inhibits or disrupts the POTW, its treatment processes or operations, or its sludge processes, use, or disposal.
2. Therefore is a cause of a violation of any requirements of the POTW’s NPDES permit (including an increase in the magnitude or duration of violation) or of the prevention of sewage sludge use or disposal in compliance with the following statutory provisions and regulations or permits issued thereunder (or more stringent local regulations): Section 405 of the Clean Water Act, being 33 USC 1345; the Solid Waste Disposal Act (SWDA), being 42 USC 6901 et seq. (including Title II, more commonly referred to as the Resource Conservation and Recovery Act (RCRA)), and including state regulations contained in
any state sludge management plan prepared pursuant to Subtitle D of the SWDA, being 42 USC 6941 et seq., the Clean Air Act, being 42 USC 7401 et seq., and the Toxic Substance Control Act, being 15 USC 2601 et seq.

**MAY** is permissive.

**Mg/l.** Milligrams per liter.

**NATURAL OUTLET.** Any outlet into a watercourse, pond, ditch, lake or other body of surface or groundwater.

**NEW SOURCE.** Any building, structure, facility or installation from which there is or may be a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under Section 307(C) of the Act, being 33 USC 1317(c), which will be applicable to the source if these standards are therefore promulgated in accordance with that section, provided that:

1. The building, structure, facility or installation is constructed at a site which no other source is located;
2. The building, structure, facility or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source;
3. The production of wastewater generating processes of the building, structure, facility or installation are substantially independent of an existing source at the same site.

**NORMAL WASTEWATER.** Wastewater having an average concentration of not more than the following:

1. BOD (biochemical oxygen demand): 200 mg/l
2. SS (suspended solids): 250 mg/l

**NPDES.** National Pollutant Discharge Elimination System.

**OPERATION AND MAINTENANCE.** The cost incurred in the act of keeping all facilities for collecting, pumping, treating and disposing of sewage in a good state of repair and functioning properly including the replacement of the facilities when necessary.

**OEP.** The Ohio Environmental Protection Agency.

**PASSTHROUGH.** A discharge which exits the POTW into waters of the state in quantities or concentrations which alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the POTW’s NPDES permit (including an increase in the magnitude or duration of a violation.)

**PERSON.** Any individual, firm, company, association, society, corporation or group.

**pH.** The logarithm (base 10) of the reciprocal of the weight of hydrogen ions in grams per liter of solution. Low values indicate the presence of acids or acid-forming salts. High values indicate the presence of alkaline material. A pH of 7.0 is considered neutral.

**POTW or PUBLICLY OWNED TREATMENT WORKS.** That portion of the POTW that is designed to provide treatment (including recycling and reclamation) of municipal sewage and industrial waste

**PREMISES.** Any parcel of real estate or portion of real estate, including any improvements, determined by the engineer to be a single user for purposes of receiving, using and paying for services.

**PRETREATMENT.** The reduction in the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less harmful state, prior to or in lieu of discharging pollutants to the wastewater system.

**PRIVATE SEWER.** A sewer which is not controlled by a public authority.

**PUBLIC AUTHORITY.** Any governmental entity having jurisdiction by law.

**PUBLIC SEWER.** A sewer owned and operated by a public authority.

**REGULATIONS.** Any word, provision, paragraph or section of this chapter unless otherwise defined.

**RESIDENCE.** A building or house erected or constructed on any lot, parcel of land or premises and used primarily for dwelling purposes.
SANITARY SEWER. A sewer which carries sanitary wastewater and/or industrial waste, and to which storm, surface and groundwaters are not intentionally admitted.

SANITARY WASTEWATER. Water-carried wastes from domestic conveniences such as toilets, urinals and sinks.

SEWER. A pipe, conduit, ditch or other device for carrying wastewater or storm water.

SHALL is mandatory.

SIGNIFICANT INDUSTRIAL USER. (1) Except as provided in division (2) below, the term SIGNIFICANT INDUSTRIAL USER includes:
   (a) All industrial users subject to categorical pretreatment standards
   (b) Any other industrial user that discharges an average of 25,000 gpd or more of process wastewater to the POTW; contributes a process waste stream with makes up 5% or more of the average dry-weather hydraulic or organic capacity of the POTW treatment plant; or has a reasonable potential, in the opinion of the Director, to adversely affect the POTW's operation or for violating any pretreatment standard or requirement.
   (2) The Director may at any time, on his or her own initiative or in response to a petition received from an industrial user, determine that a noncategorical industrial user is not a SIGNIFICANT INDUSTRIAL USER if the industrial user has no reasonable potential to adversely affect the POTW's operation for violating any pretreatment standard or requirement.

SIGNIFICANT NONCOMPLIANCE. A violation which meets one of the following criteria.
   (1) Occurs in 66% or more of the samples measurements of any magnitude taken over a six-month period.
   (2) Exceeds the technical review criteria (TRC) for the same discharge limit in 33% or more of the samples measurements taken over a six-month period.
      (a) TRC = 1.4 (40% exceedance) for BOD, TSS, fats, oils, grease.
      (b) TRC = 1.2 (20% exceedance) for all other pollutants.
   (3) Causes alone or in combination with other discharges, interference or passthrough, including endangering POTW personnel or the public.
   (4) Endangers human health or the environment, or results in the POTW's exercise of its emergency powers.
   (5) A delay in meeting a compliance schedule milestone, such as failure to begin or complete construction or attain final compliance by 90 days or more.
   (6) Failure to submit any required report within 30-45 days of due date.
   (7) Failure to report noncompliance.
   (8) Any other violation(s) which the POTW considers significant.

SLUGLOAD. A discharge of any pollutant at a flow rate and/or pollutant concentration of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch discharge, that has a reasonable potential to cause interference (as defined in this section) or pass through, or in any other way violate the POTW's regulations, local limits or permit conditions.

STANDARD INDUSTRIAL CLASSIFICATION or SIC. The classification of users based on the 1972 Standard Industrial Classification Manual, as amended and supplemented, Office of Manpower and Budget of the United States of America.

STANDARD METHODS. The laboratory procedures specified in the latest edition of Standard Methods for the Examination of Water and Wastewater, prepared and published jointly by the American Public Health Association, the American Water Works Association, and the Water Pollution Control Federation.
STORM SEWER or STORM DRAIN. A sewer which carries storm and surface waters and drainage, but excludes sanitary wastewater and industrial wastes, other than unpolluted cooling water.

SUPERINTENDENT. The superintendent of the wastewater system or known as the POTW.

SUSPENDED SOLIDS or SS. Solids that either float on the surface of, or are suspended in, water, wastewater or other liquids; and which are removable by laboratory filtering as determined by standard methods.

TOXIC POLLUTANT. Any pollutant designated by federal regulations pursuant to Section 307 of the Act, being 33 USC 1317, as amended.

UNPOLLUTED WASTEWATERS or CLEAN WASTEWATERS. Those liquid wastes which meet the criteria established by the OEPA for effluents discharged to city watercourses.

U.S. EPA. The United States Environmental Protection Agency.

USER. Any person that discharges, causes, or permits the discharge of wastewater into a public sewer.

WASTES. Wastewater and all other substances (liquid, solid, gaseous or radioactive) associated with human habitation or of human or animal origin; or from any producing, manufacturing or processing operation of any nature, including substances placed within containers of any nature prior to, and for purposes of, disposal.

WASTEWATER. A combination of water-carried industrial waste, sanitary wastewater or any other waste, together with any ground, surface and storm water that may be present.

WASTEWATER SYSTEM. All facilities for collecting, pumping, treating and disposing of sanitary wastewater and industrial wastes.

WWTP - WASTEWATER TREATMENT PLANT. An arrangement of devices and structures used for treating wastewater.

WATERS OF THE STATE. Any water, surface or underground, including waters, within the boundaries of the state.

§ 51.03 GENERAL PROHIBITIONS.

(A) It shall be unlawful for any person to place, deposit or permit to be deposited in an unsanitary manner upon public or private property within the city, or in any area under the jurisdiction of the city, any human or animal excrement, garbage or other objectionable waste.

(B) It shall be unlawful to discharge, or cause to be discharged, to any natural outlet within the city, or in any area under the jurisdiction of the city, any sanitary wastewater, industrial wastes or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this chapter.

(C) (1) Except as provided in this chapter, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool or other facility intended or used for the disposal of sanitary wastewater, except that all properly operating septic tanks and leaching fields in existence as of January 1, 1985, within 200 feet of a public sewer, may continue to be used until such time as they are in need of repair, replacement or in violation of division (A) of this section.

(2) No person, firm or corporation shall be permitted to connect to or discharge wastewater to the city sewage system unless it has been determined by the city that there is sufficient capacity in the system to collect, convey and treat the proposed wastewater discharge of that person, firm or corporation.

(3) Notwithstanding anything to the contrary, nothing in this chapter shall prohibit the use of temporary porta-john type toilet facilities used during construction or sporting events, festivals or such other events that are approved by the Health Department.

USE OF THE PUBLIC SEWERS

§ 51.15 CONNECTION REQUIRED.

The owner of all houses, buildings or premises used for human occupancy, employment, recreation or other purpose, situated within the city and abutting on any street, alley, easement or right-of-way in which there is or may, in the future,
be located a public sewer, is required, at his or her expense, to install suitable toilet facilities therein, connected directly with the proper public sewer, in accordance with the provisions of this chapter within 90 days after date of official notice of a violation of § 51.03(A) and (C), provided that the public sewer is within 200 feet of the property line.

§ 51.16 DISCHARGE OF SURFACE WATER.

(A) (1) No person shall discharge or cause to be discharged, any storm water, surface water, groundwater, roof runoff, downspouts, subfoundation building drainage, unpolluted cooling water or unpolluted industrial process water to any sanitary sewer.

(2) Subfoundation building drains connected to sanitary sewers before the effective date of these regulations shall be removed if it is established by the engineer that the connections are detrimental to the satisfactory operation of the wastewater system and that removal is cost-effective. The connections shall be prohibited after the effective date of these regulations and shall be considered illegal.

(B) Storm water and all other unpolluted drainage shall be discharged to sewers specifically designated as storm sewers, or to a natural outlet approved by the engineer. Unpolluted industrial cooling water or unpolluted process waters may be discharged, upon approval by the engineer, to a storm sewer or natural outlet.

§ 51.17 DISCHARGE PROHIBITIONS.

(A) Prohibitions. No person shall discharge, or cause to be discharged, any of the following described water or wastes to any public sewer:

(1) Any liquid or vapor which causes the influent temperature at the treatment plant to exceed 104°F (40°C).

(2) Any water, wastes, discharges of petroleum oil, nonbiodegradable cutting oil or products of mineral oil origin, if discharged in amounts that can cause pass through or interference, or which may contain more than 100 mg/l of fat, oil or grease.

(3) Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas.

(4) Any garbage that has not been shredded to a degree that all particles will be carried freely under normal flow conditions prevailing in the public sewer.

(5) Any water or wastes containing substances that will solidify or become discernibly viscous at temperatures between 30 and 150°F, including but not limited to ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, paunch manure or any other solid or viscous substance capable of causing obstruction to the flow in sewers or other interference with the operation of the wastewater system.

(6) Any water or wastes having a pH lower than 5.5 or higher than 11.0, or having any other corrosive property capable of causing damage or hazard to structures, equipment and department personnel.

(7) Any water or wastes containing toxic pollutants in sufficient quantity to injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, or create any hazard in the receiving waters of the wastewater treatment plant.

(8) Any water or wastes containing suspended solids of such character and quantity that unusual attention or expense is required to handle the materials at the wastewater treatment plant.

(9) Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems, or capable of creating a public nuisance, hazard to life, or sufficient to prevent entry into the sewers for maintenance and repair.

(10) Any water or wastes which cause unsuitable sludge reclamation.

(11) Any water or wastes which cause a detrimental environmental impact or a nuisance in the waters of the state, cause a condition unacceptable to any public authority having regulatory jurisdiction over the wastewater system, or cause the quality of the wastewater treatment plant effluent to violate the NPDES permit limitations.

(12) Any water or wastes which cause discoloration, such that receiving water quality requirements, established by law, cannot be met.

(13) Any radioactive waste, except when the person is authorized to use radioactive materials by the State Department of Health or other governmental agency empowered to regulate the use of radioactive materials.

(14) Wastewater containing concentrations for cadmium, cyanide, nickel, copper, lead, zinc, chromium, and mercury in excess of current local limits on record in the Industrial Pretreatment Program Local Limits Document available at the Wastewater Treatment Plant and in the office of the City Engineer.

(15) Any water or wastes containing in excess of 0.02 mg/l total identifiable chlorinated hydrocarbons.
(16) Any water or wastes containing in excess of 1.0 mg/l phenolic compounds.
(17) Pollutants which create a fire or explosion hazard to the POTW, including, but not limited to, waste streams with a closed cup flashpoint of less that 140°F or 60°C using the test method specified in 40 CFR 261.21.
(18) Any trucked or hauled pollutants, including industrial and or septic wastes, into any location of the sewer systems or POTW at any time.
(19) Any slugload, as defined in § 51.02, including oxygen demanding pollutants (e.g., BOD), released in a single extraordinary discharge episode of such volume or strength as to cause interference in the wastewater system as described in § 51.02 of this chapter.

(B) National categorical pretreatment standards.
(1) National categorical pretreatment standards, as promulgated by the U.S. EPA, pursuant to the Federal Act, as amended, are hereby adopted and shall be met by industrial users regulated by such standards. Where categorical pretreatment standards promulgated by the U.S. EPA, pursuant to the Federal Act, as amended, are more stringent than those specified in these regulations, the regulations shall be amended to adopt the more stringent standards. All users regulated by the more stringent standards shall be notified of any proposed regulation change prior to the effective date. Any change or new provision in these regulations shall include a reasonable time schedule for compliance.
(2) All users regulated by categorical standards shall be notified of any proposed regulation change prior to the effective date. Any change or new provision in these regulations shall include a reasonable time schedule for compliance.
(3) Where an industrial user subject to categorical pretreatment standards has not submitted a discharge report as required in § 51.48, he or she shall file a completed discharge report within six months after the promulgation of the applicable categorical pretreatment standards. Where the user has submitted an acceptable discharge report, he or she shall submit to the department any additional information required by the categorical pretreatment standards.

(C) Dilution. No user shall increase the use of potable or process water in any way, nor mix separate waste streams for the purpose of diluting a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the standards set forth in these regulations.

(D) Right of revision. The city reserves the right to amend these regulations to provide for more or less stringent limitations or requirements on discharges to the wastewater system where deemed necessary to comply with the objectives set forth in § 51.01 of this chapter.

(E) Review. These regulations shall be reviewed annually by the engineer. If, in his or her opinion, changes or additions are required, he or she shall submit them to the City Manager for approval. Upon approval, the amendments shall be submitted to the City Commission for ratification as part of the codified ordinances of the city. There shall be a public notice of any proposed changes in these regulations.

§ 51.18 ENFORCEMENT.
(A) Discontinuation of service. When an actual or threatened discharge presents a substantial danger to the health of persons or the environment, interferes with the operation of the wastewater system or violates any provision of these regulations, the department may discontinue wastewater treatment service or take any other lawful means to effect the abatement of any danger.

(B) Notification of violation. Whenever the department finds that any user has violated any provision of these regulations, the engineer shall notify the user stating the nature of the alleged violation. If a user who has been notified to cease wastewater discharges fails to comply within the time specified by the engineer, the department shall discontinue wastewater treatment service by suspending water service or other appropriate means.

(C) Show cause hearing. After receipt of notification to cease wastewater discharges or to abate any substantial danger to the health of persons or the environment, the user has the right to request a hearing before the department. If a hearing is requested, the department shall serve the user with a written notice specifying the time and place of the hearing.

(D) Right of appeal.
(1) Any decision rendered by the department can be appealed in writing within 15 days to the Health Officer. The written request shall state the reasons for the appeal and specify what remedies are sought.
(2) The Health Officer shall, within ten days after receipt of the written appeal notice, hold a hearing and decide the question. The hearing shall include testimony from all concerned persons. The Health Officer shall render a written decision within five days after completion of the hearing.

(3) Within 15 days of receipt of the Health Officer's decision, the user may appeal to the Board of Health of the city. The written appeal notice shall be directed to the Health Officer who shall promptly transmit the appeal to the Board of Health. Upon giving not less than five business days' written notice to the appellant, a hearing shall be held before the Board of Health. After the hearing, the Board may, by a majority vote, affirm, reject or modify the decision of the Health Officer. The decision of the Board shall be made in writing within seven business days after the hearing and shall be final, except that further recourse may be had through statutory procedures.

(E) Reinstatement of service. Prior to reinstatement of wastewater treatment service, all cost and expense incident to the city's discontinuation of service shall be borne by the user. The department shall reinstate service upon proof acceptable to the city that the noncomplying discharge condition has been eliminated.

(F) Termination of service. The department may terminate wastewater treatment service to any user who fails to do the following:

1. Report the wastewater constituents and characteristics of his or her discharge requested by the engineer.
2. Permit reasonable access to his or her premises by department personnel for the purpose of inspection or monitoring.
3. Comply with any provision of these regulations.
4. Comply with the conditions of any order issued by city, state or federal officials with respect to these regulations.

(G) Annual publication. Annually the engineer shall publish a list of all dischargers or significant industrial users which at any time during the previous 12 months were in significant noncompliance with applicable pretreatment requirements. For the purpose of this provision, an industrial user is in significant noncompliance if its violations meet one or more of the following criteria.

1. Chronic violations of wastewater discharge limits, defined here as those in which 66% or more of all of the measurements taken during a six-month period exceed (by any magnitude) the daily maximum limit or the average limit for the same pollutant parameter.
2. Technical Review Criteria (TRC) violations, defined here as those in which 33% or more of all the measurements for each pollutant parameter taken during a six-month period equal or exceed the product of the daily maximum limit or the average limit multiplied by the applicable TRC (TRC=1.4 for BOD, TSS, fats, oil and grease and 1.2 for all other pollutants except pH). Chronic and technical review criteria apply to SIUs but other SNC criteria can be grounds for finding a non-SIU in SNC. The chronic and technical review criteria are clarified as being applicable to each of an SIU's permitted monitoring points. The chronic and technical review criteria apply to violations of instantaneous limits. Violations of instantaneous limits or narrative standards that cause pass-through or interference are SNC. SNC criteria for violations that adversely affect the operation or implementation of the pretreatment program include violations of BMPs.
3. Any other violations of a pretreatment effluent limit (daily maximum or longer term average) that the engineer determines has caused, alone or in combination with other discharges, interference or pass-through (including endangering the health of POTW personnel or the general public).
4. Any discharge of a pollutant that has caused imminent endangerment of human health, welfare or to the environment or has resulted in the POTW's exercise of emergency authority to halt or prevent such a discharge.
5. Failure to meet, within 50 days after the schedule data, a compliance schedule milestone contained in a wastewater discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance.
6. Failure to provide, within 45 days after the due date, required reports such as Baseline Monitoring Reports, 90-
   day Compliance Reports, Periodic Self-monitoring Reports and reports on compliance with compliance schedules.
7. Failure to report noncompliance.
8. Any other violation or group of violations which the engineer determines will or has adversely affected the operation or implementation of the city's pretreatment program.

(H) Schedules of compliance. When, in the opinion of the Superintendent, it is necessary for industrial users to install technology or provide additional operation and maintenance (O and M) to meet any condition of this chapter, the
Superintendent shall require the development of the shortest schedule by which the industrial user will provide this additional technology or O and M.

(1) The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events. Under no circumstances shall any increment exceed nine months.

(2) Not later than 14 days following each date in the schedule and the final date for compliance, the industrial user shall submit a progress report to the engineer including, at a minimum, whether or not it complied with the increment of progress to be met on that date and, if not, the date on which it expects to comply with the increment of progress, the reason for delay and the steps being taken by the industrial user to return to the schedule established.

PRIVATE SEWAGE SYSTEMS
§ 51.30 PRIVATE SEWAGE SYSTEMS.
Where a public sanitary sewer is not available under the provisions of § 51.15, the building sewer shall be connected to a private wastewater disposal system complying with the provisions of this subchapter.

(A) Before beginning construction of a private wastewater disposal system, the owner shall first obtain a written permit signed by the Health Officer.

(B) The application for the permit shall be made on a form furnished by the city, which the applicant shall supplement by any plans, specifications and other information deemed necessary by the Health Officer.

§ 51.32 INSPECTION REQUIRED.
A permit for a private wastewater disposal system shall not become effective until the installation is completed to the satisfaction of the Health Officer. He or she shall be allowed to inspect the work at any stage of construction, and, in any event, the applicant for the permit shall notify the Health Officer when the work is ready for final inspection, and before any underground portions are covered. The inspection shall be made within 48 hours of the receipt of notice by the Health Officer.

§ 51.33 COMPLIANCE WITH RECOMMENDATIONS.
The type, capacities, location and layout of a private wastewater disposal system shall comply with all recommendations of the Department of Public Health of the State of Ohio.

(A) Minimum lot area. No permit shall be issued for any private wastewater disposal system employing subsurface soil absorption facilities where the lot area is less than 1.5 acres. The foregoing area requirement may be altered by the Health Officer granting the permit when, in his or her judgment, the absorption characteristics of the soil on the lot justify such action. No septic tank or cesspool shall be permitted to discharge to any public sewer or natural outlet unless there is in connection therewith a proper leaching bed.

(B) Holding tank wastes. No person shall discharge holding tank, septic tank or cesspool wastes into a sanitary sewer unless a permit is secured from the Health Officer. This permit shall state the specific location of discharge, the time of day the discharge is to occur, the volume of the discharge and the wastewater constituents. If a permit is granted for discharge of waste into a sanitary sewer, the person shall pay the applicable user charges and fees and shall meet any other conditions required by the Health Officer.

(C) Sewer design. The size, slope, alignment, construction materials, trench, excavation and backfill methods, pipe placement, jointing and testing methods used in the construction and installation of a building sewer shall conform to the building and plumbing code or other applicable requirements of the city. In the absence of code provisions or in amplification thereof, the materials and procedures set forth in appropriate specifications of the ASTM and WPCF shall apply.

§ 51.34 OPERATION AND MAINTENANCE AT OWNER'S EXPENSE.
(A) The owner shall operate and maintain the private wastewater disposal facilities in a sanitary manner at all times at no expense to the city.

(B) No statement contained in this chapter shall be construed to interfere with any additional requirement that may be imposed by the Health Officer.
BUILDING SEWERS AND CONNECTIONS

§ 51.45 PERMIT REQUIRED FOR CONNECTION.
No unauthorized person shall uncover, make any connections with or opening into, use, alter or disturb any public sewer or appurtenance thereof without first obtaining the necessary city permits.

§ 51.46 PERMIT APPLICATION; FEES.
(A) The owner or his or her agent shall make application for a building sewer permit. The permit application shall be supplemented by any plans, specifications or other information considered pertinent in the judgment of the Health Officer or his or her designated representative.
(B) A permit and inspection fee of as noted in the chart below, for a building sewer permit shall be paid to the city at the time the application is filed, based upon the size of the water service.

<table>
<thead>
<tr>
<th>Size</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-inch tap</td>
<td>$350</td>
</tr>
<tr>
<td>1-1/2 inch tap</td>
<td>$750</td>
</tr>
<tr>
<td>2-inch tap</td>
<td>$1,400</td>
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<tr>
<td>3-inch tap</td>
<td>$3,000</td>
</tr>
<tr>
<td>4-inch tap</td>
<td>$5,000</td>
</tr>
<tr>
<td>6-inch tap</td>
<td>$7,000</td>
</tr>
<tr>
<td>8-inch tap and above</td>
<td>$10,000</td>
</tr>
</tbody>
</table>

§ 51.47 RESPONSIBILITY FOR COST.
(A) All cost and expense incidental to the installation and connection of the building sewer and lateral shall be borne by the owner. The owner shall indemnify the city from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer. The owner of premises served by a sewer shall be responsible for the operation, cleaning, maintenance, repair and reconstruction of the building sewer from the building to the point of connection with the public sewer.
(B) Sewer main extensions, when constructed, shall be to the specifications of, and at no cost to the city. Waiver of the above minimum size requirements shall be considered by the City Commission upon request of the developer and recommendation of the City Engineer or his designee.
(C) The developer or owners of benefitted property shall pay 100% of the cost of installation of the required minimum size sewer mains and appurtenances. Sizing required by the wastewater system in excess of the minimums will be at the cost of the wastewater system.
(D) (1) Although the developer and/or owner is responsible for 100% of the cost for the construction of a new sewer main, the party who paid the construction costs may receive a prorated reimbursement for up to a ten year period commencing on the date the city accepts ownership of the sewer main. The reimbursement shall be from the new customer who will be serviced by the sewer main.
(2) The prorated reimbursement of the costs for the sewer main construction shall be based on lineal footage of the property frontage based on the formula defined herein. The total cost of the sewer main construction shall be divided by the lineal frontage to determine the cost per lineal foot. Said cost for per lineal foot shall then be multiplied by the total lineal frontage for the amount of reimbursement.
Example: Total cost of sewer main: $100,000
Total L.F.: 500
$100,000 / 500 = $200 per L.F.
$200 x 75 L.F. (frontage) = $15,000 prorated reimbursement

(3) The city shall not be held in any way responsible for any consumer's amount of prorated reimbursement should the reimbursement not be paid. Failure to pay would be subject to a civil action between the developer seeking reimbursement and the consumer who failed to pay.

(E) Sewer mains will be accepted into the water system, and ownership transferred to the city, after the project is complete, all inspections have been completed and passed, and the final punch-list has been satisfied by the City Engineer or his designee. Upon the city officially accepting the completion of the sewer main project, the maintenance bond will be executed, providing a minimum of a one-year period to ensure there is no construction or other defaults with the sewer main.

§ 51.48 SEPARATE SEWER FOR EACH BUILDING; EXCEPTION.
(A) (1) A separate and independent building sewer shall be provided for every building.
(2) Where one building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard or driveway, the building sewer from the front building may be extended to the rear building and the whole considered as one building sewer.
(B) Old building sewers may be used in connection with new buildings only when they are found, on examination and test by the Health Officer, to meet all the requirements of this chapter.

§ 51.49 CONSTRUCTION STANDARDS AND SPECIFICATIONS.
All construction standards, sewer specifications, connection regulations and inspections shall comply with the city's "Standard Drawings and Specifications for Construction" passed by Ordinance 41-81, July 6, 1981.

§ 51.50 GREASE, OIL AND SAND INTERCEPTORS.
(A) Grease, oil and sand interceptors shall be provided when, in the opinion of the Health Officer, they are necessary for the proper handling of liquid wastes, containing grease in excessive amounts, or any inflammable wastes, sand and other harmful ingredients. However, interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the Health Officer and shall be located to be readily accessible for cleaning and inspection.
(B) Grease, oil and sand interceptors shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperature. They shall be of substantial construction, watertight and equipped with easily movable covers which shall be gastight and watertight when bolted in place.
(C) Where installed, all grease, oil and sand interceptors shall be maintained by the owner, at his or her expense, in continuously efficient operation at all times.

§ 51.51 WASTE EMMITTED INTO PUBLIC SEWERS.
(A) The admission into public sewers of any water or wastes having any of the following properties shall be subject to the review and approval of the engineer or his or her designated representative.
(1) A five-day BOD greater than 200 mg/l.
(2) More than 250 mg/l of suspended solids.
(3) Any quantity of substances having characteristics or constituents in violation of the regulations contained herein, except that approval may not be given for any waste in violation of federal regulations.
(B) Where necessary in the opinion of the engineer, the user shall provide, at his or her expense, such pretreatment as may be necessary to do the following.
(1) Reduce the BOD and suspended solids to levels denoted in divisions (A)(1) and (2) of this section.
(2) Reduce objectionable characteristics or constituents in violation of the regulations contained herein.
(3) Control the quantities and rates of discharge of such water or wastes.
(4) Adjust the pH to fall within the range of 5.5 to 11.0.
(C) Plans, specifications, operating procedures, a completion schedule and any other pertinent information relating to proposed pretreatment facilities shall be submitted for the approval of the engineer. No construction of facilities shall commence until written approval by the engineer is obtained. Any subsequent changes in the pretreatment facilities or operating procedures shall be submitted to and be approved by the engineer before the changes are made.
(D) In the case of categorical industries, as defined in § 51.02, a compliance report must be submitted within 90 days after the final compliance date of the categorical standards (40 CFR 403.12 (d)). In the case of new source dischargers as defined in § 51.02, this report must be submitted within 90 days of commencing discharge. Baseline data reports for new source discharges must be submitted at least 90 days prior to discharging.

§ 51.52 PRETREATMENT FACILITIES MAINTENANCE EXPENSE.
Where pretreatment facilities are provided for any water or wastes, they shall be maintained continuously in satisfactory and effective operation by the user at his or her expense.

§ 51.53 CONTROL MANHOLE.
When required by the engineer, the owner of any premises served by a building sewer carrying industrial wastes shall install a suitable control manhole in the building sewer to facilitate observation, sampling and measurement of the wastes. The manhole, when required, shall be accessible and safely located and shall be constructed in accordance with plans approved by the engineer. The manhole shall be installed by the owner at his or her expense, and shall be maintained by him or her so as to be safe and accessible at all times.

§ 51.54 MONITORING, REPORTS, TEST SITES.
(A) Monitoring.
(1) All measurements, tests and analysis of the characteristics of water and wastes referred to in this chapter shall be determined in accordance with 40 CFR 136 methodology, as stated in the general pretreatment regulations (40 CFR 403.14(g)). Where 40 CFR 136 does not include sampling or analytical techniques for the regulated pollutants, alternative procedures shall be approved by the Superintendent. All measurements, tests, and analysis of the characteristics of wastewater performed by an industrial user shall be at the user’s expense.
(2) Where necessary, in the opinion of the engineer, a user shall provide, at his or her expense, all measurements, test and analysis of the characteristics of wastewater referred to in these regulations.
(3) The sampling requirements for initial compliance reports are the same as baseline monitoring report.
(4) Periodic compliance reports (IU self-monitoring reports) specifically require grab samples for pH, hexavalent chromium, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds.
(5) Except for those pollutants that are required to be measured by grab samples, all other pollutants will be measured by flow-proportional sampling unless justification for an alternate sampling type, representative of the discharge, is documented in the industrial user file. The industrial user shall bear the cost of any and all control authority sampling that is done for flow-proportional sampling requirements.
(6) Multiple grab samples collected during a 24-hour period may be composited prior to the analysis as follows: for hexavalent chromium, cyanide, total phenols, and sulfides, the samples may be composited in the laboratory or in the field; volatile organics and oil and grease samples may be composited in the laboratory. Protocols, including appropriate preservation, specified in 40 C.F.R. 136 and appropriate U.S. EPA guidelines shall be followed.
(7) The control authority may now require an industrial user to install flow monitoring facilities, instruments, and recording devices to enable accurate measurement of flows as determined to be necessary and the industrial user shall bear all costs of such requirements.
(8) If a violation is detected through sampling and analysis conducted by the control authority in lieu of the industrial user, the control authority shall perform the repeat sampling and analysis within 30 days of becoming aware of the violation, unless it notifies the user of any violation and requires the user to perform the repeat sampling and analysis.
(B) Discharge permit application.
(1) It shall be unlawful to discharge industrial wastes into the POTW without first submitting a complete discharge permit application. Existing industrial users shall submit a discharge permit application within 90 days of the effective date of this chapter. New source dischargers shall file a discharge permit application at least 90 days before connecting to or commencing discharge to the POTW. The information on the application shall include the following:
(a) Name and address of applicant.
(b) A list of any environmental control permits held by the facility.
(c) A description of operations, including the nature, rate of production and Standard Industrial Classification (SIC) of the operations. This description shall include a schematic process diagram which indicates the point(s) of discharge to the POTW.

(d) Measured average daily and maximum flows of regulated process streams and other non-regulated streams.

(e) Results of sampling and analysis of regulated pollutants from each regulated process. For pH, cyanide, total phenols, oil and grease, sulfide and volatile organics, a minimum of four grab samples must be analyzed. For all other pollutants a minimum of one 24-hour flow-proportional composite sample must be obtained. Samples shall be taken immediately downstream of pretreatment facilities if they exist or immediately downstream of regulated processes if no pretreatment facilities exist. The samples shall be representative of the daily operation.

(f) Raw materials utilized and their amounts.

(g) Type and amount of product produced. For industrial users subject to equivalent mass or concentration limits established by the Superintendent, this report shall include a reasonable measure of the user's long term production rate. For industrial users subject to production based standards, this report shall include the user's actual production during the appropriate sampling period.

(h) Where additional pretreatment and/or operation and maintenance activities will be required to comply with this chapter, the discharger shall provide a declaration of the shortest schedule by which the discharge will provide additional pretreatment according to the conditions in §51.18(b).

(i) This report shall include the certification statement and shall be signed by an authorized representative of the discharger as defined in division (D) of this section.

(C) Compliance reports.

(1) Any industrial user subject to categorical pretreatment standards shall submit a report indicating whether the user has achieved compliance. This report is to be submitted to the Superintendent within 90 days following the date for final compliance with applicable categorical pretreatment standards or in the case of a new source discharger following commencement of the introduction of wastewater into the POTW. This report shall include the certification statement and shall be signed by an authorized representative of the discharger as defined in division (D) of this section. The following information shall be included.

(a) The average daily and maximum flows of regulated process streams and other non-regulated streams.

(b) Results of sampling and analysis of regulated pollutants from each regulated process. For pH, cyanide, total phenols, oil and grease, sulfide and volatile organics, a minimum of four grab samples must be analyzed. For all other pollutants a minimum of one 24-hour flow-proportional composite sample must be obtained. Samples shall be taken immediately downstream of pretreatment facilities if they exist or immediately downstream of regulated processes if no pretreatment facilities exist. The samples shall be representative of the daily operation.

(c) For industrial users subject to equivalent mass or concentration limits established by the Superintendent, this report shall include a reasonable measure of the user's long term production rate. For industrial users subject to production based standards, this report shall include the user's actual production during the appropriate sampling period.

(d) A statement indicating whether pretreatment standards are being met on a consistent basis, and if not, a statement indicating whether additional pretreatment or operation and maintenance will be required to meet the pretreatment standards.

(e) When determined to be necessary by the Superintendent the report shall also have attached all documentation establishing compliance with a RMP.

(2) (a) All industrial users shall submit periodic compliance reports indicating the nature and concentration of pollutants in their discharge. The frequency of reporting shall be prescribed in the industrial user's discharge permit.

(b) Results of sampling above the minimum required shall also be reported if analyses were conducted according to the methodology in division (A) of this section. Where the results of self-monitoring indicate a violation of pretreatment standards, the industrial user shall notify the Superintendent within 24 hours of becoming aware of the violation. The user shall also resample for the pollutant(s) in violation, and report the results of resampling within 30 days of becoming aware of the initial violation.

(c) These reports shall include the certification statement and be signed by an authorized representative of the discharger as defined in division (D) of this section.
(D) Reports to be signed by authorized representative.
(1) Baseline Monitoring Reports, 90-Day Compliance Reports and Periodic Compliance Reports must all be signed by an authorized representative. All reports required under this section shall include the following certification statement.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

(2) Additionally, all reports shall be signed by:
(a) A president, secretary, treasurer or vice-president of the corporation;
(b) A general partner or proprietor if the industrial user is a partnership or sole proprietorship respectively; or,
(c) A duly authorized representative of this section if the authorization is previously made in writing to the Superintendent.

(3) In order to be eligible to sign, a manager is required to be authorized to make management decisions that govern the operation of the regulated facility, including having the explicit or implicit duty of making major capital investment recommendations, and of initiating and directing other comprehensive measures, to assure long-term environmental compliance with environmental laws and regulations. The signatory must also be responsible for ensuring that the necessary systems are established or that the necessary actions are taken to gather complete and accurate information for control mechanism requirements. The signatory must be assigned or delegated the authority to sign documents in accordance with corporate procedures and meet the rule specifications as described in OAC 3745-306-6 Signatory Requirements.

(E) For a violation of this section, see § 51.99 Penalty.

51.55 SPECIAL AGREEMENTS OR ARRANGEMENTS.
No statement contained in this chapter shall prevent any special agreement or arrangement between the city and a user whereby a waste of unusual strength or character may be accepted by the city for treatment, subject to payment by the user, except that in no case may any special agreement permit a violation of any federal regulation.

§ 51.56 PROTECTION FROM DAMAGE; ACCIDENTAL DISCHARGE; UPSETS.
(A) Protection from damage. No unauthorized person shall maliciously, willfully or negligently damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is a part of the wastewater system.

(B) Accidental discharge. Each user, at his or her expense, shall provide protection from accidental discharge of prohibited materials. Users shall notify the superintendent immediately upon the occurrence of a slugload, or accidental discharge of prohibited materials. This notification shall be followed, within five days of the date of occurrence, by a detailed written statement describing the cause of the discharge and the remedial measures in effect. Notification shall not relieve the user of liability for any expense, loss or damage to the wastewater system. The cost of treating the discharge shall be paid by the user.

(C) Operating upsets.
(I) Any industrial user who finds his or her pretreatment processes temporarily in a state of noncompliance with these regulations, due to factors beyond his or her reasonable control, shall inform the department as soon as possible, but not later than 24 hours following the start of the operating upset. Where information is given orally, the user shall file a written follow-up report with the department within five days. The report shall:
(a) Describe the incident, its cause and its impact on the user's compliance status;
(b) Give the duration of noncompliance, including exact dates and times of noncompliance. If the noncompliance continues, the time by which compliance is reasonably expected to occur;
(c) All steps taken or to be taken to reduce, eliminate and prevent recurrence of the conditions of noncompliance.
(2) All industrial users shall promptly notify the city in advance of any substantial changes in the volume or character of pollutants in their discharge, including the listed or characteristic hazardous waste for which the industrial user has submitted initial notification under 40 CFR 403.12 (p).

(3) Bypassing or diverting of wastewater from an industry is prohibited unless the following apply:
(a) Bypass is unavoidable to prevent loss of life, personal injury, or severe property damage.
(b) There were no feasible alternatives to the bypass.
(c) The permittee shall submit notice of bypass as follows:
   1. If the permittee knows in advance of the need to bypass, it shall submit prior notice, if possible, at least ten days in advance of the bypass.
   2. The permittee shall submit notice of any unanticipated bypass within one hour of the bypass, to the POTW.
(d) That bypass is for essential maintenance to assure efficient operation.

(4) The director may approve the discharge if it is determined that no adverse effects will harm the wastewater system.

(5) The permittee may allow any bypass to occur which does not cause the effluent limitations to be exceeded.

§ 51.57 WASTEWATER DISCHARGE PERMITS.
Wastewater discharge permits shall be expressly subject to all provisions of this chapter and all other applicable regulations, user charges and fees established by the city. Permits may contain the following:

(A) Limits on wastewater constituents and characteristics;
(B) Limits on the rate and time of discharge or requirements for flow regulations and equalization;
(C) Requirements for installation and maintenance of inspection and sampling facilities;
(D) Monitoring and reporting requirements;
(E) Schedule of compliance;
(F) Notification requirements for accidental discharges, upsets and substantial changes in discharge; and
(G) Other conditions as deemed appropriate by the city to ensure compliance with this chapter.

(I) Requirements to control slug discharges, if determined by the Superintendent to be necessary. If a slug load discharge control plan is determined to be required, the plan must be specifically referenced or otherwise incorporated into the IU's control mechanism permit. The review period for slug discharge control plans shall be once per permit cycle. If the POTW decides that a slug plan is needed, the plan shall, at a minimum, contain the following elements:
   (1) Description of discharge practices, including non-routine batch discharges;
   (2) Description of stored chemicals;
   (3) Procedures for immediately notifying the POTW of slug discharges, including any discharge that would violate a prohibition under paragraph (B) or rule 3745-3-04 of the Ohio Administrative Code, with procedures for follow-up written notification within five days; and
   (4) If necessary, procedures to prevent adverse impact from accidental spills, including inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of wastewater discharge, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants (including solvents), or measures and equipment for emergency response.

(J) Each user must notify the Superintendent of any significant changes to the user's operations or system that affects the potential of a slug discharge, which might alter the nature, quality, or volume of its wastewater at least 30 calendar days before the change.

INSPECTIONS, ORDERS
§ 51.70 AUTHORITY OF INSPECTORS.
(A) The Health Officer, Engineer, Superintendent and other duly authorized employees of the city bearing proper credentials and identification, shall be permitted to enter upon all premises without advance notice to conduct inspection, observation, measurement, sampling and testing in accordance with the provisions of this chapter.

(B) POTW personnel shall have authority to inspect and copy industrial user records, as specified in the general pretreatment regulations, 40 CFR 403.8(f)(1)(v).
§ 51.71 ENFORCEMENT ORDERS.
(A) The city shall issue orders, through its authorized officials, to industrial users to convey industrial discharge requirements and reporting requirements.
(B) The City Manager may issue orders to any industrial user to require compliance with any requirements under this chapter, including applicable categorical pretreatment standards, other discharge limits and reporting requirements.

RATES; METERS; ADMINISTRATION
§ 51.80 WASTEWATER SERVICE CHARGE.
(A) There is hereby levied and assessed wastewater service charges on each lot, parcel of land, building or premises having any sewer connections with the sanitary sewer system of the city, or otherwise discharging wastewater, industrial wastes, water or other liquids, either directly or indirectly into the city wastewater system. References in this chapter to the city shall mean the wastewater department, city manager, city engineer, finance director and their delegates. The wastewater service charges shall consist of the base charge, volume charge, strength surcharge and industrial waste surveillance charge as follows.
(1) **Base charge.** The flat rate fee charged to each account regardless of volume of wastewater. This includes the first 1,000 gallons.
(2) **Volume charge.**
   (a) The service charge based on the volume of standard strength wastewater and charged to all accounts in addition to the base charge, for volume in excess of 1,000 gallons.
   (b) Standard strength wastewater shall include the maximum strength as follows.
       - BOD (5 day): 200 mg/l
       - Suspended Solids: 250 mg/l
(3) **Strength surcharge.** The charge based on the pounds of BOD and suspended solids in excess of the amount in standards strength wastewater and charged to all industrial accounts in addition to all other charges.
(4) **Industrial waste surveillance charge.** The flat rate fee charged to each industrial class account in addition to all other charges.

(B) The classes of users shall be as follows. A user in the divisions listed may be excluded if it is determined that it will introduce primarily segregated domestic wastes or wastes from sanitary conveniences. The city engineer shall have the authority to determine the class of each user.
(1) **Domestic class.** Shall include all single or multiple-unit residential accounts with domestic type wastewater only (defined as wastes from water closets, lavatories, sinks, bathtubs, showers, household laundries, cellar floor drains, and other sources associated with domestic households). A residence which includes a commercial establishment shall be considered a domestic account if the wastewater produced is primarily domestic in nature, and the flow contributed by the commercial activities of the establishment is a secondary flow of the sewer connection, and does not exceed the standards for standard strength wastewater.
(2) **Commercial class.** Shall include all nonresidential accounts that are not required to be in the industrial class.
(3) **Industrial class.** Shall include all accounts with nondomestic-type wastewater, the account meeting the criteria of the Federal Water Pollution Control Act of 1972 (Pub. L. 92-500) as interpreted by the U.S. EPA Rules and Regulations published in the Federal Register (Vol. 38, No. 161) on Tuesday, August 21, 1973, as follows: Sec. 35.905-19, Industrial user. Any nongovernmental user of publicly-owned treatment works identified in the Standard Industrial Classification Manual, 1972, Office of Management and Budget, as amended and supplemented, under the following divisions.
   (a) Division A: Agriculture, forestry and fishing.
   (b) Division B: Mining.
   (c) Division D: Manufacturing.
   (d) Division E: Transportation, communications, electric gas and sanitary services.
   (e) Division F: Services.
(4) **Governmental/institutional class user.** Hospitals, nursing homes, schools, city, county, state or federal buildings or facilities that discharge wastewater into public wastewater treatment works or facilities.
§ 51.81 WASTEWATER SERVICE FEES.
(A) Base charge per month - includes first 1,000 gallons

<table>
<thead>
<tr>
<th></th>
<th>Operation and Maintenance</th>
<th>Capital Cost</th>
<th>Effective 10-1-2007</th>
<th>Effective 1-1-2008</th>
<th>Effective 1-1-2009</th>
<th>Effective 1-1-2010</th>
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</thead>
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<tr>
<td>Base charge</td>
<td>$2.31</td>
<td>$7.35</td>
<td>$10.63</td>
<td>$11.69</td>
<td>$12.75</td>
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(B) Volume charge (per 1,000 gallons):

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<th>Class</th>
<th>Operation and Maintenance</th>
<th>Capital Cost</th>
<th>Effective 10-1-2007</th>
<th>Effective 1-1-2008</th>
<th>Effective 1-1-2009</th>
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</thead>
<tbody>
<tr>
<td>Domestic Class</td>
<td>$1.02</td>
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<td>$3.18</td>
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<td></td>
<td></td>
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<tr>
<td>First 1,000,000 gallons</td>
<td>$0.98</td>
<td>$1.47</td>
<td>$2.70</td>
<td>$2.97</td>
<td>$3.24</td>
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<tr>
<td>Over 1,000,000 gallons</td>
<td>$0.93</td>
<td>$0.67</td>
<td>$1.76</td>
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<th>Effective 1-1-2009</th>
<th>Effective 1-1-2010</th>
</tr>
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<tbody>
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<td>Biochemical oxygen demand per 100 lbs</td>
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<td>$13.31</td>
<td>$14.51</td>
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<td>Suspended solids per 100 lbs</td>
<td>$13.09</td>
<td>$14.40</td>
<td>$15.69</td>
<td>$17.11</td>
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(C) Industrial waste surveillance charge (per month):

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<th>2009</th>
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<td>$93.50</td>
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<td>$112.11</td>
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(D) All charges for users situated outside the corporate limits of the city (except for city departments) shall be 115% of the above charges.
(2) Customers who are located outside of the city corporate limits will receive city rates if all of the following are satisfied:
   (a) The customer is a government entity legally created under the State of Ohio;
   (b) The customer has signed an annexation agreement at the city’s request that it will annex immediately on becoming contiguous to the city; and
   (c) 75% of the primary business of the customer is physically located within the city limits at the time the customer commences using city water.

(E) Delayed payment charge. Five percent of the balance due shall be added if not paid within the net payable date for the service.

(F) Service call. For all service calls outside normal duty hours, a charge of $60 may be made. For all service calls within normal duty hours, a charge of $25 may be made. For non-routine service calls outside the normal city hours, the city will bill the customer the full cost if not the responsibility of the city.

(G) Wastewater discharge from septic tank services, recreational vehicles, portable toilet services and other batch-type discharges to the wastewater treatment plant superintendent. Charges will be at a rate of $0.15 per gallon, based on tank size.

(H) Each user is to be notified at least annually, in conjunction with a regular bill, of the rate and that portion of the sewer service charge which is attributable to OM&R costs of the wastewater treatment services.
   (I) **Meter test fee.** If a meter registers within the accuracy limits, a $50 fee will be charged.

§ 51.82 EXTRA STRENGTH VOLUME.
The standard strengths for BOD and suspended solids, as shown in § 51.80, shall be subtracted from the strengths measured by appropriate sampling to determine the extra strengths of each industrial class user for each strength surcharge billing period. These results shall be used to determine the weight in pounds for BOD and suspended solids to be charged for strength surcharge. The extra strengths shall be determined by the wastewater treatment plant from tests by the city or such other tests as may be approved by the city.

§ 51.83 METERS.
   (A) In the event a lot, parcel of land, building or premises discharging wastewater, industrial wastes, water or other liquids into the city’s wastewater system either directly or indirectly is a user of water, the quantity of water used shall be measured by a water meter acceptable to the city. In each case, the quantity of water used, as measured by the meter, shall be used to determine the wastewater charge or rental as provided in this chapter.
   (B) In the event a lot, parcel of land, building or premises discharging sanitary wastewater, industrial wastes, water or other liquids into the city’s wastewater system, either directly or indirectly, is a user of water and the quantity of water used is not measured by a water meter or is measured by a water meter not acceptable to the city, then, in each case, the owner or other interested party shall, at his or her own expense, install and maintain a water meter acceptable to the city. The quantity of water used, as measured by the meter, shall be used to determine the wastewater charge or rental as provided in this chapter.
   (C) (1) Upon request, the city may determine that additional metering may be installed to measure water usage that does not enter the sanitary wastewater system. The cost of additional meters and all installation costs shall be paid by the user.
   (2) All such meters shall be installed to city specifications and shall be located as near as practicable to the regular service meter. The water department may require relocation of the regular service meter for its convenience prior to approval of this type of installation.
   (3) These meters shall be treated as separate services, with current published water rates applied. No charge for wastewater service will be made on water flowing only through the meters for water use.

§ 51.84 INDUSTRIAL EXEMPTIONS.
In the event a lot, parcel of land, building or premises discharging sanitary wastewater, industrial wastes, water or other liquids into the city’s wastewater system, either directly or indirectly, is an industry and it can be shown, to the satisfaction of the city, that a portion of the water, as measured by the water meter or meters, does not and cannot enter the wastewater system, that portion not entering the city’s wastewater system may be exempt from the wastewater charge or rental. The
city shall make the final determination of any portion of water not entering the wastewater system and not subject to wastewater charge or rental.

§ 51.85 PAYMENT OF CHARGES.
(A) The wastewater charge or rental provided in this chapter shall be payable monthly at the office of billing and collections in the Finance Department upon statements rendered in the method, manner and form as may be provided by the office.
(B) Each charge or rental levied by or pursuant to this chapter is made a lien upon the corresponding lot, land or premises served by a connection to the sanitary wastewater system of the city, and if the same is not paid as hereinafter provided, it shall be certified to the County Auditor, who shall place the same on the tax duplicate of the county with interest and penalties allowed by law, and shall be collected as other taxes are collected.

§ 51.86 CONTRACTS OUTSIDE CITY LIMITS.
The City Manager is hereby authorized to enter into agreements to be ratified and confirmed by the City Commission with the county and with cities and villages and with corporations and individuals whose premises are located outside the corporate limits of the city, who desire to discharge wastewater, industrial wastes, water or other liquids into the city's wastewater system; which agreements shall fix the terms and conditions under which wastewater, industrial wastes, water or other liquids may be discharged into the wastewater system, and shall be in conformity with the other sections of this chapter and city service rules and regulations.

§ 51.87 REVIEW OF RATES.
Each year the department and the City Manager or his designee shall consider service charges. These considerations shall be in accordance with the following requirements.
(A) The rates shall cause the distribution of the costs of operation and maintenance of the wastewater system within the city's jurisdiction to each user class in proportion to the user's contribution to the total wastewater loading of the wastewater system. Factors such as strength, volume and delivery flow rate characteristics shall be considered and included as the basis for the user's contribution, to ensure a proportional distribution of operation and maintenance (including replacement) costs to each user's class.
(B) The rates shall be reviewed annually and revised periodically to reflect actual wastewater system operation and maintenance costs.
(C) The rates shall generate sufficient revenue to offset the costs of all wastewater system operation and maintenance.

§ 51.88 CONFIDENTIAL INFORMATION.
All information, data, questionnaires, applications, monitoring programs and inspections shall be available to the general public without restriction, unless the user specifically requests and demonstrates to the satisfaction of the engineer that the release of this information would divulge information, processes or methods which would be detrimental to his or her competitive position. Wastewater constituents and characteristics shall not be considered confidential information.

§ 51.89 RECORDS RETENTION.
All users subject to this chapter shall retain any records, books, documents, memoranda, reports, correspondence, and any and all summaries thereof, relating to monitoring, sampling, and chemical analyses made by or in behalf of a user in connection with its discharge, for a period of not less than three years. All records which pertain to matters subject to an administrative action or any other enforcement or litigation activities shall be retained by the user until all enforcement activities have concluded and all periods of limitations with respect to any appeals have expired.

§ 51.90 FALSIFICATION OF INFORMATION.
Any person who knowingly makes any false statements, representation or certification in any application, record, report, plan or other document filed or required to be maintained pursuant to these regulations, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required herein, shall, upon conviction, be punished by imposition of a civil penalty.
51.91 DISCOUNT FOR SENIOR CITIZENS.
All charges for wastewater consumers in the city (1) whose head-of-household and/or spouse is at least 62 years old or disabled, (2) qualifies for the most current income guidelines of Ohio's Home Energy Assistance Program (HEAP), shall receive a 5% discount on the electric portion of their monthly utility bill. They shall be exempt from the 5% penalty assessed for late payment.

§ 51.99 PENALTY.
(A) Whoever violates any provision of this chapter, for which no other penalty is already provided, beyond the time limit provided in the notice, shall be fined not less than $100 nor more than $1,000 for each violation. Each day's violation shall constitute a separate offense.
(B) Whoever violates any provision of this chapter shall become liable to the city for any expense, loss or damage occasioned the city by reason of the violation.

SECTION 2. All other sections of Chapter 51 of the Piqua Municipal Code not amended herein shall remain in effect as is and Section 51.02 shall be repealed.

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

1\textsuperscript{st} Reading 4-19-16

KATHRYN B. HINDS, MAYOR

PASSED: __________________________

ATTEST: _____________________________________________
REBECCA J. COOL
CITY COMMISSION CLERK
ORDINANCE NO. 5 -16

AN ORDINANCE AUTHORIZING THE SUBMISSION OF A PROPOSED
AMENDMENT TO PIQUA CHARTER SECTION 4 THE COMMISSION

WHEREAS, the Ohio Revised Code was amended to further define the reasons
a public body can adjourn into executive session; and

WHEREAS, the City of Piqua desires to amend its Charter to be consistent with
Ohio Revised Code Section 121.22 as it applies to municipal governments; and

WHEREAS, there is a need to be able to discuss economic development as
defined by Ohio Revised Code Section 121.22(G)(8) in executive session to further the
economic development of the City of Piqua.

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
(proposed language is underlined):

SECTION 1. The City Commission requests that the Miami County Board of
Elections place on the ballot for the 2016 November General Election the question
whether the electorate is for or against amending Charter Section 4 as follows:

SECTION 4 MEETINGS OF THE COMMISSION.

At seven-thirty c’clock P.M. on the first Tuesday in January following a regular
municipal election the commission shall meet at the usual place for holding commission
meetings and the newly elected members shall assume the duties of office. Thereafter
the commission shall meet at such times as may be prescribed by ordinance or
resolution, but not less frequently than once each month. Special meetings may be
held upon vote of the commission taken in any regular or special meeting and, also,
shall be called by the clerk upon the written request of the mayor, the city manager or
two members of the commission. Any such vote or request shall state the subject to be
considered at the special meeting and no other subject shall be there considered.
Except for executive sessions not open to the public, all meetings of the commission
and of the committees thereof shall be open to the public, and the rules of the
commission shall provide that citizens of the city shall have a reasonable opportunity to
be heard at any such meeting in regard to any matter considered thereat.

The members of the commission may hold an executive session only after a majority
of its quorum determines by a roll call vote to hold such a session and only at a regular
or special meeting for the sole purpose of the consideration of any of the following
matters:

A. To consider the appointment, employment, dismissal, discipline or
   compensation of the City Manager, or City Clerk;

B. To consider pending or imminent litigation;
C. To prepare for and review negotiations on compensation or other terms and conditions of employment for City personnel;

D. To consider matters regarded as confidential by federal law or rules or state statutes;

E. To consider specialized details of security arrangements;

F. To consider the purchase or sale of property for public purposes;

G. To consider the compensation or discipline of a City employee;

H. To consider details related to the security arrangements and emergency response protocols for the City of Piqua or an event where the City of Piqua is involved in the security, if disclosure of the matters discussed could reasonably be expected to jeopardize the security of the City of Piqua or the event being held in the City of Piqua;

I. To consider confidential information related to economic development as further defined by Ohio Revised Code Section 121.22(G)(8) or as amended;

J. To consider other matters as specifically authorized by Ohio Revised Code Section 121.22 as it specifically applies to municipalities.

SECTION 2. The proposed amendment shall be submitted to a vote of the electors on the November general election 2016 election in the City of Piqua.

SECTION 3. The ballot for said election shall, at the top thereof, be entitled "City of Piqua Charter Amendment Section 4 Meetings of Commission", and the question to be submitted shall be as follows:

    Shall Charter Section 4 be amended to clarify that the Commission may meet in executive session to discuss emergency management, economic development and other areas only as specifically defined and authorized by the Ohio Revised Code?

To the left of said wording, in boxes with appropriate places for the marking, shall appear the words, "For the Ordinance" and "Against the Ordinance" for each elector to indicate his vote in the manner and place provided.

SECTION 4. The City Manager shall cause notice of the proposed amendment as well as the time and place of the election to be published in the Piqua Daily Call for a period of two consecutive weeks.
SECTION 5. The Clerk of this Commission shall certify a copy of this Ordinance to the Board of Elections of Miami County, Ohio.

SECTION 6. This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

1st Reading 4-19-16

KATHRYN B. HINDS, MAYOR

PASSED: ____________________________

ATTEST: ____________________________

REBECCA J. COOL
CITY COMMISSION CLERK
RESOLUTION NO. R-59-16

A RESOLUTION AWARDING A CONTRACT TO SPEEDWAY LLC FOR OUR CITY-WIDE FUEL PURCHASING PROGRAM FOR THE YEARS 7/1/16-6/30/19

WHEREAS, on January 5, 2016 this Commission passed Resolution No. R-5-16 authorizing the City Purchasing Agent to advertise for bids, according to law, for city-wide fuel purchasing; and

WHEREAS, after proper advertisement, bids were opened, resulting in the tabulation of bids as listed in the City Commission Meeting Report attached hereto;

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

SEC. 1: A contract for said city-wide fuel purchasing program is hereby awarded to Speedway LLC as the best, responsible bidder and the City Manager is hereby authorized to execute a contract with said bidder pursuant to contract specifications for 7/1/16-6/30/19.

SEC. 2: The Finance Director certifies funds are available and is hereby authorized to draw her warrants from time to time on the appropriate accounts of the City treasury in payment according to contract terms.

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

KATHRYN B. HINDS, MAYOR

PASSED: ______________________

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

MEETING DATE
May 3, 2016

REPORT TITLE
A RESOLUTION AWARDING A CONTRACT TO SPEEDWAY LLC FOR OUR CITY-WIDE FUEL PURCHASING PROGRAM FOR THE YEARS 7/1/16-6/30/19.

SUBMITTED BY
Name & Title: Beverly Yount, CPPB, Purchasing Analyst
Department: Finance

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 purchase our fuel, gasoline and diesel, from Speedway LLC and have been doing so for the last 12 years. Our current contract expires on 6/30/16 and our current cost is $.08 over their wholesale cost. This equates to about $.06-$0.07 less than what the general public pays at the pump. Their new bid is for a better cost of only $.05 over their wholesale cost.

This bid package was properly advertised and bids were opened on March 23, 2016. Both Speedway LLC and Hightowers Petroleum responded to our request with bids, pricing is shown on the bid tabulation attached as Exhibit “A”. The Hightowers locations are not feasible for us to use because they are mostly located South of town, i.e. Vandalia and Eaton, with one location here, the Clark Station on Sunset Ave. This location would not be large enough for our bigger trucks to navigate through.

BUDGETING AND FINANCIAL IMPACT
Budgeted $: $448,259 for the 2016 year
Expenditure $: $448,259 for the 2016 year, but depends on actual usage
Source of Funds: All Departments that use fuel
Narrative: Each department that uses vehicles includes fuel purchases in their annual budgets. The amounts will vary each year depending on the number of vehicles we operate, the cost of the fuel at that time and also our actual usage.

OPTIONS
1. Approve Resolution R-59-16 as presented.
2. Approve Resolution R-59-16 with changes.
3. Deny Resolution R-59-16 and offer staff an alternative.

PROJECT TIMELINE
Our new contract would begin on July 1, 2016 and run through June 30, 2019.
| STAFF RECOMMENDATION | We have been very happy with Speedway’s product quality, customer service and internet web portal capability options. The community impact is extremely wide spread as this fuel purchasing component is one of the basic needs of our City employees to be able to properly perform their job duties. Many departments use City owned vehicles, such as, Police, Fire, Public Works, Sanitation, Water, Power, Wastewater, Stormwater, Underground Utilities, Meter Readers, Health, etc. They have two locations within the City and we also have access to gas stations out of town if this would be necessary for longer trips. This would be a seamless transition since Speedway is our current supplier. Our drivers are already familiar with the system and how it works, no new training will be necessary. |
| ATTACHMENTS | Exhibit “A” – Bid Tabulation |
### Exhibit A

<table>
<thead>
<tr>
<th></th>
<th>Speedway LLC</th>
<th>Hightowers Petroleum</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Enon, OH</td>
<td>Middletown, OH</td>
</tr>
<tr>
<td><strong>Unleaded Regular Gasoline</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Average wholesale 2015 cost per gallon</td>
<td>$1.7613</td>
<td>not provided</td>
</tr>
<tr>
<td>Bid cost added to the wholesale cost per gallon</td>
<td>$0.05</td>
<td>Retail minus $.02</td>
</tr>
<tr>
<td>Total cost per gallon</td>
<td>$1.8113</td>
<td></td>
</tr>
<tr>
<td>Estimated total gallons 2016</td>
<td>220,000</td>
<td></td>
</tr>
<tr>
<td>Total estimated cost using assumptions</td>
<td>$398,486.00</td>
<td>$</td>
</tr>
<tr>
<td><strong>Diesel Fuel</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Average wholesale 2015 cost per gallon</td>
<td>$1.7785</td>
<td>not provided</td>
</tr>
<tr>
<td>Bid cost added to the wholesale cost per gallon</td>
<td>$0.05</td>
<td>Retail minus $.05-$10</td>
</tr>
<tr>
<td>Total cost per gallon</td>
<td>$1.8285</td>
<td></td>
</tr>
<tr>
<td>Estimated total gallons 2016</td>
<td>135,000</td>
<td></td>
</tr>
<tr>
<td>Total estimated cost using assumptions</td>
<td>$246,847.50</td>
<td>$</td>
</tr>
</tbody>
</table>
RESOLUTION NO. R-60-16

A RESOLUTION AWARDING A CONTRACT TO
WALLS BROS. ASPHALT CO., INC. FOR THE
2016 STREET RESURFACING PROGRAM

WHEREAS, on January 5, 2016, this Commission passed Resolution No. R-5-16 authorizing the City Purchasing Analyst to advertise for bids, according to law, for the 2016 Street Resurfacing Program; and

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

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

SEC. 1: A contract is hereby approved with Walls Bros. Asphalt Co., Inc. as the lowest, responsible bidder for the 2016 Street Resurfacing Program and the City Manager is hereby authorized to execute a contract with said bidder pursuant to contract specifications.

SEC. 2: The Finance Director certifies funds are available and is hereby authorized to draw her warrants from time to time on the appropriate account of the city treasury in payment according to contract terms, not exceeding a total of $335,000.

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

KATHRYN B. HINDS, MAYOR

PASSED: ______________________

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

**MEETING DATE**
May 3, 2016

**REPORT TITLE**
A Resolution awarding a contract to Walls Bros. Asphalt Co., Inc. for the 2016 Street Resurfacing Program.

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

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

**APPROVALS/REVIEWS**
- [x] City Manager  
- [ ] Asst. City Manager/Finance  
- [ ] Asst. City Manager/Development  
- [ ] Law Director  
- [ ] Department Director  
- [ ] Other:

**BACKGROUND**
(Includes description, background, and justification)
On April 13, 2016, two bids were received for the 2016 Street Resurfacing Program (see attached Exhibit A).

The streets in this year’s paving program include:
1. Adams St. from Young to Commercial  
2. Grant St. from Main to Weber  
3. Orr St. from Young to South  
4. Roosevelt Ave. from Young to Garnsey  
5. S. Wayne St. from Wood to Clark  
6. Wood St. from Wayne to Roosevelt

The resurfacing project will consist of the necessary roadway base repairs and the overlaying of the roadway with a new asphalt surface. The project will also include the placement of all new pavement markings within the project limits.

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

<table>
<thead>
<tr>
<th>Budgeted $:</th>
<th>$335,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expenditure $:</td>
<td>$335,000 (includes 10% contingency)</td>
</tr>
<tr>
<td>Source of Funds:</td>
<td>Street Dept. (101 Fund) and Street Income Tax (103 Fund)</td>
</tr>
</tbody>
</table>

**Narrative:**
This resolution includes a 10% contingency for items of work which may be required which are not included in the original plans and specifications.

**OPTIONS**
(Include Deny/Approval Option)

1. Approve the resolution and complete our 2016 Street Resurfacing Program.
2. Do not approve the resolution and do not complete street resurfacing this year.
<table>
<thead>
<tr>
<th>PROJECT TIMELINE</th>
<th>It is anticipated that the street resurfacing will begin mid June. All of the work is anticipated to be complete by July 29, 2016.</th>
</tr>
</thead>
<tbody>
<tr>
<td>STAFF RECOMMENDATION</td>
<td>Approve the resolution to allow for the completion of the 2016 Street Resurfacing Program.</td>
</tr>
<tr>
<td>ATTACHMENTS</td>
<td>Bid Tabulation (Exhibit A)</td>
</tr>
<tr>
<td>Item List A - Base Bid</td>
<td>City of Piqua 16-01 Street Resurfacing Program</td>
</tr>
<tr>
<td>-----------------------</td>
<td>-----------------------------------------------</td>
</tr>
<tr>
<td>253 - PAVEMENT REPAIR ROADWAY, 24&quot; WIDE BY 6&quot; DEPTH, AS DIRECTED CONTINGENCY - SY</td>
<td>1,300.00</td>
</tr>
<tr>
<td>254 - FULL DEPTH MILLING - 1 1/2&quot; - SY</td>
<td>32,708.00</td>
</tr>
<tr>
<td>407 - SPECIAL - TACK COAT, TRACK, ESS @ 0.07 GAL / SY - GAL</td>
<td>1,441.00</td>
</tr>
<tr>
<td>448 - 1/2&quot; ASPHALT CONCRETE, SCRATCH COURSE TYPE 1, PG 64-22 - CY</td>
<td>436.00</td>
</tr>
<tr>
<td>448 - 1 1/4&quot; ASPHALT CONCRETE, SURFACE COURSE TYPE 1, PG 64-22 - CY</td>
<td>1,091.00</td>
</tr>
<tr>
<td>604 - STORM MANHOLE ADJUSTED TO GRADE, CONCRETE CLASS QCMS - EA</td>
<td>8.00</td>
</tr>
<tr>
<td>604 - SANITARY MANHOLE ADJUSTED TO GRADE, CONCRETE CLASS QCMS - EA</td>
<td>3.00</td>
</tr>
<tr>
<td>604 - WATER VALVE ADJUSTED TO GRADE, CONCRETE CLASS QCMS - EA</td>
<td>2.00</td>
</tr>
<tr>
<td>614 - TRAFFIC CONTROL - LUMP</td>
<td>1.00</td>
</tr>
<tr>
<td>644 - 6&quot; DOUBLE YELLOW CENTER LINE - LF</td>
<td>300.00</td>
</tr>
<tr>
<td>644 - 24&quot; STOP BAR - LF</td>
<td>323.00</td>
</tr>
<tr>
<td>644 - 8&quot; CROSSWALK LINE - LF</td>
<td>1,404.00</td>
</tr>
<tr>
<td>644 - WORD SCHOOL 6 FT. - EA</td>
<td>2.00</td>
</tr>
<tr>
<td>666 - PRUNE EXISTING TREES, ALL SIZES - AS DIRECTED - EA</td>
<td>25.00</td>
</tr>
</tbody>
</table>

14 Items

Totals | $ 363,909.36 | $ 313,380.30 |
RESOLUTION NO. R-61-16

A RESOLUTION GRANTING A UTILITY EASEMENT
TO VECTREN ENERGY DELIVERY OF OHIO, INC.
FOR PARCEL NO. N44-001800

WHEREAS, Vectren Energy Delivery of Ohio, Inc. has a need to secure a utility easement over land referenced in Exhibit I for purposes of gas main installation; and

WHEREAS, the City of Piqua has already provided Vectren Energy Delivery of Ohio, Inc. with a Right of Entry so that they work could be completed; and

WHEREAS, now Vectren Energy Delivery of Ohio, Inc. would like to officially record the easement documents associated with this gas main installation.

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

SEC. 1. The City Manager is hereby authorized and directed to execute the easement documents referenced in Exhibit I on behalf of the City of Piqua.

SEC. 2. The utility easement is necessary to allow for Vectren Energy Delivery of Ohio, Inc. to be able to maintain their gas main system.

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

KATHRYN B. HINDS, MAYOR

PASSED: __________________________

ATTEST: __________________________

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

**MEETING DATE**
May 3, 2016

**REPORT TITLE**
A Resolution granting a utility easement to Vectren Energy Delivery of Ohio, Inc. for Parcel No. N44-001800.

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

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

**APPROVALS/REVIEWS**
- [x] City Manager
- [ ] Asst. City Manager/Finance
- [ ] Asst. City Manager/Development
- [x] Law Director
- [ ] Department Director
- [ ] Other:

**BACKGROUND**
(There is no background section.

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

- Budgeted $: N/A
- Expenditure $: N/A
- Source of Funds:

**Narrative**
There has not been, nor will there be, any cost to the City for this work. Vectren will be responsible for recording the easement documents and paying for all of the associated fees.

**OPTIONS**
(Include Deny/Approval Option)
1. Approve the resolution to grant the Utility Easement to Vectren Energy Delivery of Ohio, Inc.
2. Do not approve the resolution and do not grant the easement to Vectren.

**PROJECT TIMELINE**
Once all of the appropriate signatures have been secured, the easement will be recorded.

**STAFF RECOMMENDATION**
Approve the resolution to grant the Utility Easement to Vectren Energy Delivery of Ohio, Inc.

**ATTACHMENTS**
Exhibit I – Easement Documents
EXHIBIT I

VECTREN ENERGY DELIVERY OF OHIO, INC.
GRANT FOR PIPELINE RIGHT OF WAY AND EASEMENT

KNOW ALL MEN BY THESE PRESENTS

THAT The City of Piqua, Ohio
Grantor(s) for good and valuable consideration, the receipt and sufficiency of which is hereby
acknowledged, hereby grants and warrants to Vectren Energy Delivery of Ohio, Inc., an Ohio
corporation, 4285 N. James McGee Blvd., Dayton, Ohio 45427 (hereinafter called “Grantee”),
do(es) hereby grant, unto the Grantee, and its successors and assigns forever, a right of way and
easement for any and all purposes for which natural, artificial and/or liquefied petroleum gas, and/or
any other liquefied or gaseous substance is now or may hereafter be used, and also, to construct,
reconstruct, erect, add to, operate, maintain, use, remove, replace either underground or above, all
appurtenant valves, anodes, pipeline(s), drips, regulators, pits, and all other necessary and
incidental appurtenances contained in, over, upon, under and through, subject to the conditions
hereinafter on the following premises, viz:

Situate in the State of Ohio, County of Miami, and in the City of Piqua, part of Inlot 52. Being a
survey of an easement of which is part of a parcel being currently conveyed to THE CITY OF
PIQUA, OHIO (Hereon referred to as Grantor) of record by Deed Book 779, Page 704, (Parcel #
N44-001800) in the Miami County Recorder’s Office, Troy, Ohio, said easement being more
particularly described and shown on Exhibit “A” and Exhibit “B” attached hereto and made a part
hereof.

The Grantee, its successors and assigns, its agents, contractors and employees will have
the right of ingress and egress over the right of way and the adjoining premises of The Grantor for
all purposes previously stated, together with the right to trim, cut, and remove or otherwise control
trees, roots, underground or overhanging branches or other obstructions both within and without the
limits of the right of way and easement which according to The Grantee’s standards and its opinion
may interfere with the construction, maintenance, use or successful operation of the gas pipeline
facilities.

No buildings or other structures shall be erected within the limits of the said right of way and
easement by The Grantor(s). No excavating or filling shall be done or be permitted by The Grantor
within the right of way and easement that would either (A) reduce or add to the distance between
The Grantee’s facilities and the land surface without The Grantee’s prior written consent and which
consent will not be unreasonably withheld, (B) impair The Grantee’s ability to maintain the facilities
or (C) create a hazard.

Page 1 of 3
Grantor may use the easement strip for purposes which are not inconsistent with the safe operation of Grantee's facilities (including Grantee's access thereto) and which will not interfere with the rights and privileges granted to Grantee by the Gas Line Easement.

The Grantee, its successors and assigns, shall reimburse The Grantor(s) for any damage or loss to growing crops and other property damages that may be caused by The Grantee, its agents, contractors or employees in construction, repair or removal of said gas pipeline facilities.

The Grantor(s) covenant with The Grantee, that they is/are the true and lawful owners of the property herein described and have full power and authority to grant this right of way and easement.

The grant of right of way and easement shall run with the land and be binding on and inure to the benefit of the parties, their heirs, successors, and assigns.

As used here, words in plural number include words in the singular number.
DATED this ______ day of __________________, 20____

The City of Piqua, Ohio

_________________________  __________________________
Signature                  Signature

_________________________  __________________________
Print Name                  Print Name

_________________________
Title

STATE OF OHIO, COUNTY OF  , SS:

Personally appeared before me this ______ day of __________________, 20____,

_________________________
The City of Piqua, Ohio

by _________________________, its _________________________, and

by _________________________, its _________________________, who

acknowledged the execution of the above instrument to be their voluntary act and deed for and

on behalf of said entity.

_________________________
Notary Public

(typed or printed name)

My commission expires:_________________________
EXHIBIT "A"

DESCRIPTION OF A
VECTREN ENERGY DELIVERY OF OHIO INC.
GRANT FOR PIPELINES RIGHT-OF-WAY AND EASEMENT

Situate in the State of Ohio, County of Miami, and in the City of Piqua, part of Inlot 52. Being a survey of an easement of which is part of a parcel being currently conveyed to THE CITY OF PIQUA, OHIO (Hereon referred to as Grantor) of record by Deed Book 779, Page 704, (Parcel # N44-001800) in the Miami County Recorder’s Office, Troy, Ohio, and being more particularly described as follows:

Commencing, for reference, at the Intersection of the Northerly Right-of-Way line of W. High Street and the Westerly Right-of-Way line of N. Main Street, Thence, S-89°-45'-18"-W with the Northerly Right-of-Way line of said W. High Street for a distance of 90.52 feet to the Southeast corner of Said Grantor herein. Thence, N-00°-12'-22"-W 108.64 feet to the Point of Beginning.

Thence, from the Point of Beginning of the easement herein to be described with the following Four (4) courses and distances of which cross over and through said parcels of the Grantor herein and are described as follows:

1) Thence, S-89°-35'-28"-W for a distance of 70.57 feet to a point;
2) Thence, N-00°-17'-12"-W for a distance of 6.00 feet to a point;
3) Thence, N-89°-35'-28"-E for a distance of 70.58 feet to a point;
4) Thence, S-00°-12'-22"-E for a distance of 6.00 feet to the Point of Beginning.

Said easement contains 0.010 Acres or 423.5 Square Feet of land more or less.

MARK L. HANNAH P.S. #7500
05121000 Vocetren 12048203041213
7585890 PIQUA- FX2
EXHIBIT 'B'

6' WIDE VECTREN PIPELINES EASEMENT
0.010± AC. OR
423.5± 50 FT.

THE CITY OF PIQUA, OHIO
D.B. 779, PG. 704
PN N44–001800

Line Table

<table>
<thead>
<tr>
<th>Line</th>
<th>Direction</th>
<th>Length</th>
</tr>
</thead>
<tbody>
<tr>
<td>L1</td>
<td>S 89° 45' 18'' W</td>
<td>90.52'</td>
</tr>
<tr>
<td>L2</td>
<td>W 00° 12' 22'' W</td>
<td>105.94'</td>
</tr>
<tr>
<td>L3</td>
<td>S 89° 35' 28'' W</td>
<td>70.57'</td>
</tr>
<tr>
<td>L4</td>
<td>N 00° 17' 12'' W</td>
<td>6.00'</td>
</tr>
<tr>
<td>L5</td>
<td>N 89° 35' 28'' E</td>
<td>70.58'</td>
</tr>
<tr>
<td>L6</td>
<td>S 00° 12' 22'' E</td>
<td>6.00'</td>
</tr>
</tbody>
</table>

W. HIGH STREET (66' R/W)

This Exhibit Is Drawn For The Limited Use of VECTREN ENERGY DELIVERY OF OHIO, INC.
To Identify The Easement Location And Is Not Intended To Represent Accurate Survey
Of The Property. This Exhibit Prepared By THE FISHEL COMPANY

COMPANY VECTREN ENERGY DELIVERY OF OHIO, INC.
PROJECT 6' WIDE PIPELINES RIGHT–OF–WAY EASEMENT
ON THE PROPERTY OF
THE CITY OF PIQUA, OHIO

DATE 3/25/16
ENGINEER VECTREN
SCALE 1"=40'

ARRANGED BY MLH
DETAILED BY EXHIBIT B
RESOLUTION NO. R-62-16

A RESOLUTION GRANTING A UTILITY EASEMENT TO VECTREN ENERGY DELIVERY OF OHIO, INC. FOR PARCEL NO. N44-250040 AND N44-250039

WHEREAS, Vectren Energy Delivery of Ohio, Inc. has a need to secure a utility easement over land referenced in Exhibit I for purposes of gas main installation; and

WHEREAS, the City of Piqua has already provided Vectren Energy Delivery of Ohio, Inc. with a Right of Entry so that they work could be completed; and

WHEREAS, now Vectren Energy Delivery of Ohio, Inc. would like to officially record the easement documents associated with this gas main installation.

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

SEC. 1. The City Manager is hereby authorized and directed to execute the easement documents referenced in Exhibit I on behalf of the City of Piqua.

SEC. 2. The utility easement is necessary to allow for Vectren Energy Delivery of Ohio, Inc. to be able to maintain their gas main system.

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

________________________________________
KATHRYN B. HINDS, MAYOR

PASSED: __________________________________

ATTEST: _________________________________
REBECCA J. COOL
CLERK OF COMMISSION
<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>May 3, 2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A Resolution granting a utility easement to Vectren Energy Delivery of Ohio, Inc. for Parcel No. N44-250040 and N44-250039.</td>
</tr>
<tr>
<td>SUBMITTED BY</td>
<td>Name &amp; Title: Amy L. Havenar, P.E., City Engineer Department: Engineering</td>
</tr>
<tr>
<td>AGENDA CLASSIFICATION</td>
<td>☑ Consent ☐ Ordinance ☑ Resolution ☐ Regular</td>
</tr>
<tr>
<td>APPROVALS/REVIEWS</td>
<td>☑ City Manager ☐ Asst. City Manager/Finance ☐ Asst. City Manager/Development ☑ Law Director ☐ Department Director ☐ Other:</td>
</tr>
<tr>
<td>BACKGROUND</td>
<td>As a part of Vectren’s Bare Steel/Cast Iron Program in 2012, they requested access over a portion of the City’s property to install a new gas line. At that time, the City granted Vectren a Right of Entry for the purpose of completing this work. Since that time, an official easement document has been prepared by Vectren with the limits of the work identified and included in the easement. This is the official easement document that will provide Vectren with the rights to access their gas main in the future should the need arise. The easement is located in the public parking lot behind the Hallmark store.</td>
</tr>
<tr>
<td>BUDGETING AND FINANCIAL IMPACT</td>
<td>Budgeted $: N/A Expenditure $: N/A Source of Funds:</td>
</tr>
<tr>
<td>Narrative</td>
<td>There has not been, nor will there be, any cost to the City for this work. Vectren will be responsible for recording the easement documents and paying for all of the associated fees.</td>
</tr>
<tr>
<td>OPTIONS</td>
<td>1. Approve the resolution to grant the Utility Easement to Vectren Energy Delivery of Ohio, Inc. 2. Do not approve the resolution and do not grant the easement to Vectren.</td>
</tr>
<tr>
<td>PROJECT TIMELINE</td>
<td>Once all of the appropriate signatures have been secured, the easement will be recorded.</td>
</tr>
<tr>
<td>STAFF RECOMMENDATION</td>
<td>Approve the resolution to grant the Utility Easement to Vectren Energy Delivery of Ohio, Inc.</td>
</tr>
<tr>
<td>ATTACHMENTS</td>
<td>Exhibit I – Easement Documents</td>
</tr>
</tbody>
</table>
VECTREN ENERGY DELIVERY OF OHIO, INC.
GRANT FOR PIPELINE RIGHT OF WAY AND EASEMENT

KNOW ALL MEN BY THESE PRESENTS

THAT __________________________ The City of Piqua, Ohio
Grantor(s) for valuable consideration provided by Vectren Energy Delivery of Ohio, Inc., an
Ohio corporation, 4285 N. James McGee Blvd., Dayton, Ohio 45427 (hereinafter called
"Grantee"), do(es) hereby grant, unto the Grantee, and its successors and assigns forever, a
right of way and easement for any and all purposes for which natural, artificial and/or liquefied
petroleum gas, and/or any other liquefied or gaseous substance is now or may hereafter be
used, and also, to construct, reconstruct, erect, add to, operate, maintain, use, remove, replace
either underground or above, all appurtenant valves, anodes, pipeline(s), drip, regulators, pits,
and all other necessary and incidental appurtenances contained in, over, upon, under and
through, subject to the conditions hereinafter on the following premises, viz:

Situate in the State of Ohio, County of Miami, and in the City of Piqua, part of Inlot 56.
Being a survey of an easement of which is part of a parcel being currently conveyed to THE CITY
OF PIQUA, OHIO (Hereon referred to as Grantor) of record by Deed Volume 182, Page 202, &
Deed Volume 681, Page 667, (Parcel #'s N44-250040 & N44-250039) in the Miami County
Recorder's Office, Troy, Ohio, said easement being more particularly described and shown on
Exhibit "A" and Exhibit "B" attached hereto and made a part hereof.

Parcel No. N44-250040 and N44-250039

Said right of way and easement shall be __10__ feet in width and the centerline shall be
approximately along the following course identified on Exhibit "A" attached hereto and made a
part hereof.

The Grantee, its successors and assigns, its agents, contractors and employees will
have the right of ingress and egress over the right of way and the adjoining premises of The
Grantor for all purposes previously stated, together with the right to trim, cut, and remove or
otherwise control trees, roots, undergrowth or overhanging branches or other obstructions both
within and without the limits of the right of way and easement which according to The Grantee's
standards and its opinion may interfere with the construction, maintenance, use or successful
operation of the gas pipeline facilities.

Page 1 of 3
No buildings or other structures shall be erected within the limits of the said right of way and easement by The Grantor(s). No excavating or filling shall be done or be permitted by The Grantor within the right of way and easement that would either (A) reduce or add to the distance between The Grantee's facilities and the land surface without The Grantee's prior written consent and which consent will not be unreasonably withheld, (B) impair The Grantee's ability to maintain the facilities or (C) create a hazard.

Grantor may use the easement strip for purposes which are not inconsistent with the safe operation of Grantee's facilities (including Grantee's access thereto) and which will not interfere with the rights and privileges granted to Grantee by the Gas Line Easement.

The Grantee, its successors and assigns, shall reimburse The Grantor(s) for any damage or loss to growing crops and other property damages that may be caused by The Grantee, its agents, contractors or employees in construction, repair or removal of said gas pipeline facilities.

The Grantor(s) covenant with The Grantee, that they is/are the true and lawful owners of the property herein described and have full power and authority to grant this right of way and easement.

The grant of right of way and easement shall run with the land and be binding on and inure to the benefit of the parties, their heirs, successors, and assigns.

As used herein, words in plural number include words in the singular number.
DATED this ______ day of ________________, 20____.

The City of Piqua, Ohio

____________________________ _________________________
Signature                  Signature

____________________________ _________________________
Print Name                  Print Name

____________________________ _________________________
Title                      Title

STATE OF OHIO, COUNTY OF    SS:

Personally appeared before me this ______ day of ________________, 20____,
____________________________, by _________________________, its
its ________________________, and by _________________________,
its ________________________, who acknowledged the execution of the above
instrument to be their voluntary act and deed for and on behalf of said entity.

____________________________
Notary Public

(typed or printed name)____________________________

My commission expires:____________________________

This Instrument Prepared By Alissa Rudolph
Vedren Energy Delivery of Ohio, Inc.
6500 Clay Road, Centerville, Ohio 45459
Project No. 12048103052212
City of Piqua, ge

Page 3 of 3
EXHIBIT "A"

DESCRIPTION OF A

VECTREN ENERGY DELIVERY OF OHIO INC.

GRANT FOR PIPELINES RIGHT-OF-WAY AND EASEMENT

Situate in the State of Ohio, County of Miami, and in the City of Piqua, part of Inlot 56. Being a survey of an easement of which is part of a parcel being currently conveyed to THE CITY OF PIQUA, OHIO (Hereon referred to as Grantor) of record by Deed Volume 182, Page 202, & Deed Volume 681, Page 667, (Parcel #'s N44-250040 & N44-250039) in the Miami County Recorder’s Office, Troy, Ohio, and being more particularly described as follows:

Commencing, for reference, at the Intersection of the Southerly Right-of-Way line of W. Green Street and the Westerly Right-of-Way line of N. Main Street, Thence, N-89°-57'-31"-W with a Southerly Right-of-Way line of said W. Green Street for a distance of 149.75 feet to the Point of Beginning.

Thence, from the Point of Beginning of the easement herein to be described with the following Four (4) courses and distances of which cross over and through said parcels of the Grantor herein and are described as follows:

1) Thence, S-00°-10'-40"-E for a distance of 109.35 feet to a point;
2) Thence, S-89°-57'-37"-W for a distance of 10.00 feet to a point;
3) Thence, N-00°-10'-40"-W for a distance of 109.37 feet to a point;
4) Thence, N-89°-57'-31"-E for a distance of 10.00 feet to the Point of Beginning.

Said easement contains 0.025 Acres or 1093.6 Square Feet of land more or less.

MARK L. HANNAH P.S. #7500
05121000 Vectren 120416030401213
7585890 PIQUA-EX1
EXHIBIT 'B'

THE CITY OF PIQUA, OHIO
VOL. 182, PG. 202
PN N44-250040

10' WIDE VECTREN
PIPESLINES EASEMENT
0.025± AC. OR
1093.6± SQ. FT.

THE CITY OF PIQUA, OHIO
VOL. 681, PG. 667
PN N44-250039

REVISION
FISHEL ORDER #
05121000
PROJECT #
12048203041213

COMPANY
VECTREN ENERGY DELIVERY OF OHIO, INC.

WORK ORDER
7585890

LOCATION
PIQUA

COUNTY
MIAMI

STATE
OHIO

DATE
3/25/16

ENGINEER
VECTREN

PAGE 1 OF 1

SCALE
1"=40'

TECHNICIAN
CLW

MAPS

CK'D BY
MLH

DRAWING NO.
EXHIBIT B

This Exhibit Is Drawn For The Limited Use Of VECTREN ENERGY DELIVERY OF OHIO, INC. To Identify The Easement Location And Is Not Intended To Represent An Accurate Survey Of The Property. This Exhibit Is Prepared By THE FISHEL COMPANY.
RESOLUTION NO. R-63-16

A RESOLUTION GRANTING A UTILITY EASEMENT
TO VECTREN ENERGY DELIVERY OF OHIO, INC.
FOR PARCEL NO. N44-250351

WHEREAS, Vectren Energy Delivery of Ohio, Inc. has a need to secure a utility easement over land referenced in Exhibit A for purposes of gas main installation; and

WHEREAS, the City of Piqua has already provided Vectren Energy Delivery of Ohio, Inc. with a Right of Entry so that the work could be completed; and

WHEREAS, now Vectren Energy Delivery of Ohio, Inc. would like to officially record the easement documents associated with this gas main installation.

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

SEC. 1: The City Manager is hereby authorized and directed to execute the easement documents referenced in Exhibit A on behalf of the City of Piqua.

SEC. 2: The utility easement is necessary to allow for Vectren Energy Delivery of Ohio, Inc. to be able to maintain their gas main system.

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

________________________
KATHRYN B. HINDS, MAYOR

________________________
PASSED:

________________________
ATTEST:

________________________
REBECCA J. COOL
CLERK OF COMMISSION
## Commission Agenda

### Staff Report

<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>May 3, 2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A Resolution granting a utility easement to Vectren Energy Delivery of Ohio, Inc. for Parcel No. N44-250351.</td>
</tr>
</tbody>
</table>
| SUBMITTED BY | Name & Title: Amy L. Havenar, P.E., City Engineer  
Department: Engineering |
| AGENDA CLASSIFICATION |  
- [ ] Consent  
- [ ] Ordinance  
- [x] Resolution  
- [ ] Regular |
| APPROVALS/REVIEWS |  
- [x] City Manager  
- [ ] Asst. City Manager/Finance  
- [ ] Asst. City Manager/Development  
- [x] Law Director  
- [ ] Department Director  
- [ ] Other: |
| BACKGROUND | As a part of Vectren’s Bare Steel/Cast Iron Program in 2012, they requested access over a portion of the City’s property to install a new gas line. At that time, the City granted Vectren a Right of Entry for the purpose of completing this work. Since that time, an official easement document has been prepared by Vectren with the limits of the work identified and included in the easement. This is the official easement document that will provide Vectren with the rights to access their gas main in the future should the need arise. This easement is located in the public parking lot between Wayne Street and Main Street adjacent to the bike path. |
| BUDGETING AND FINANCIAL IMPACT | Budgeted $: N/A  
Expenditure $: N/A  
Source of Funds: |
| PROJECT TIMELINE | Once all of the appropriate signatures have been secured, the easement will be recorded. |
| STAFF RECOMMENDATION | Approve the resolution to grant the Utility Easement to Vectren Energy Delivery of Ohio, Inc. |
| ATTACHMENTS | Exhibit A – Easement Documents |

### OPTIONS

1. Approve the resolution to grant the Utility Easement to Vectren Energy Delivery of Ohio, Inc.
2. Do not approve the resolution and do not grant the easement to Vectren.
VECTREN ENERGY DELIVERY OF OHIO, INC.
GRANT FOR PIPELINE RIGHT OF WAY AND EASEMENT

KNOW ALL MEN BY THESE PRESENTS

THAT The City of Piqua, Ohio
Grantor(s) for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants and warrants to Vectren Energy Delivery of Ohio, Inc., an Ohio corporation, 4285 N. James McGee Blvd., Dayton, Ohio 45427 (hereinafter called "Grantee"), do(es) hereby grant, unto the Grantee, and its successors and assigns forever, a right of way and easement for any and all purposes for which natural, artificial and/or liquefied petroleum gas, and/or any other liquefied or gaseous substance is now or may hereafter be used, and also, to construct, reconstruct, erect, add to, operate, maintain, use, remove, replace either underground or above, all appurtenant valves, anodes, pipeline(s), drips, regulators, pits, and all other necessary and incidental appurtenances contained in, over, upon, under and through, subject to the conditions hereinafter on the following premises, viz:

Situate in the State of Ohio, County of Miami, and in the City of Piqua, part of Inlot 45 & Inlot 68. Being a survey of an easement of which is part of a parcel being currently conveyed to THE CITY OF PIQUA, OHIO (Hereon referred to as Grantor) of record by Deed Book 594, Page 617, (Parcel # N44-250351) in the Miami County Recorder's Office, Troy, Ohio, said easement being more particularly described and shown on Exhibit "A" and Exhibit "B" attached hereto and made a part hereof.

The Grantee, its successors and assigns, its agents, contractors, and employees will have the right of ingress and egress over the right of way and the adjoining premises of The Grantor for all purposes previously stated, together with the right to trim, cut, and remove or otherwise control trees, roots, undergrowth or overhanging branches or other obstructions both within and without the limits of the right of way and easement which according to The Grantee's standards and its opinion may interfere with the construction, maintenance, use or successful operation of the gas pipeline facilities.

No buildings or other structures shall be erected within the limits of the said right of way and easement by The Grantor(s). No excavating or filling shall be done or be permitted by The Grantor within the right of way and easement that would either (A) reduce or add to the distance between The Grantee's facilities and the land surface without The Grantee's prior written consent and which consent will not be unreasonably withheld, (B) impair The Grantee's ability to maintain the facilities or (C) create a hazard.
Grantor may use the easement strip for purposes which are not inconsistent with the safe operation of Grantee's facilities (including Grantee's access thereto) and which will not interfere with the rights and privileges granted to Grantee by the Gas Line Easement.

The Grantee, its successors and assigns, shall reimburse The Grantor(s) for any damage or loss to growing crops and other property damages that may be caused by The Grantee, its agents, contractors or employees in construction, repair or removal of said gas pipeline facilities.

The Grantor(s) covenant with The Grantee, that they is/are the true and lawful owners of the property herein described and have full power and authority to grant this right of way and easement.

The grant of right of way and easement shall run with the land and be binding on and inure to the benefit of the parties, their heirs, successors, and assigns.

As used herein, words in plural number include words in the singular number.
DATED this _______ day of __________________, 20____.

The City of Piqua, Ohio

__________________________________________________________  __________________________
Signature                                                                                     Signature

__________________________________________________________  __________________________
Print Name                                                                                     Print Name

__________________________________________________________  __________________________
Title                                                                                           Title

STATE OF OHIO, COUNTY OF, SS:

Personally appeared before me this _______ day of __________________, 20____.

__________________________________________________________  The City of Piqua, Ohio

by ____________________________, its ____________________________, and
by ____________________________, its ____________________________, who
acknowledged the execution of the above instrument to be their voluntary act and deed for and
on behalf of said entity.

__________________________________________________________
Notary Public

(type or printed name) ___________________________________________________________________

My commission expires: ___________________________________________________________________

This Instrument Prepared By Alissa Rudolph
Vectron Energy Delivery of Ohio, Inc.
6500 Clyo Road, Centerville, Ohio 45459
Project No. 12048103052212
City of Piqua.ge.N44-250351
EXHIBIT "A"

DESCRIPTION OF A
VECTREN ENERGY DELIVERY OF OHIO INC.
GRANT FOR PIPELINES RIGHT-OF-WAY AND EASEMENT

Ssituated in the State of Ohio, County of Miami, and in the City of Piqua, part of Inlot 45 & Inlot 68. Being a survey of an easement of which is part of a parcel being currently conveyed to THE CITY OF PIQUA, OHIO (Hereon referred to as Grantor) of record by Deed Book 594, Page 617, (Parcel # N44-250351) in the Miami County Recorder’s Office, Troy, Ohio, and being more particularly described as follows:

Commencing, for reference, at the Intersection of the Southerly Right-of-Way line of W. Water Street and the Westerly Right-of-Way line of N. Main Street, Thence, S-00°-18'-44"-E 237.67 feet to the Point of Beginning.

Thence, from the Point of Beginning of the easement herein to be described with the following Four (4) courses and distances of which cross over and through said parcels of the Grantor herein and are described as follows:

1) Thence, S-00°-18'-44"-E for a distance of 10.00 feet to a point;
2) Thence, S-89°-35'-17"-W for a distance of 318.97 feet to a point;
3) Thence, N-00°-28'-14"-W for a distance of 10.00 feet to a point;
4) Thence, N-89°-35'-17"-E for a distance of 318.99 feet to the Point of Beginning.

Said easement contains 0.073 Acres or 3189.8 Square Feet of land more or less.

MARK L. HANNAH P.S. #7500
05121030 Vectren 12048205041213
7585899 PIQUA-EX3
RESOLUTION NO. R-64-16

A RESOLUTION GRANTING TEMPORARY AND PERMANENT UTILITY EASEMENTS TO VECTREN ENERGY DELIVERY OF OHIO, INC. FOR PARCEL NO. N44-250135

WHEREAS, Vectren Energy Delivery of Ohio, Inc. has a need to secure utility easements over land referenced in Exhibit A for purposes of gas main installation; and

WHEREAS, this work is part of the transmission modernization program of Vectren Energy Delivery of Ohio, Inc.; and

WHEREAS, Vectren Energy Delivery of Ohio, Inc. has valued the cost of the easements at $7,530 and will be compensating the City of Piqua for these easements.

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

SEC. 1: The City Manager is hereby authorized and directed to execute the easement documents referenced in Exhibit A on behalf of the City of Piqua.

SEC. 2: The utility easements are necessary to allow for Vectren Energy Delivery of Ohio, Inc. to be able to maintain their gas main system.

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

KATHRYN B. HINDS, MAYOR

PASSED:

ATTEST:

REBECCA J. COOL
CLERK OF COMMISSION
<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>May 3, 2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A Resolution granting temporary and permanent utility easements to Vectren Energy Delivery of Ohio, Inc. for Parcel No. N44-250135.</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 | Vectren's transmission modernization projects in 2016 will involve pipeline replacement on city-owned property. As such, Vectren has requested to obtain both temporary and permanent easements from the City for the property located adjacent to our bike path on Sunset Drive.  
Vectren will be responsible for restoring the property back to its original condition after the work is completed. |
| BUDGETING AND FINANCIAL IMPACT | Budgeted $: N/A  
Expenditure $: N/A  
Source of Funds:  
Narrative | Vectren has valued the total cost of the easements at $7,530, $5,430 for the permanent easement and $2,100 for the temporary easement. |
| OPTIONS | 1. Approve the resolution to grant the Utility Easements to Vectren Energy Delivery of Ohio, Inc.  
2. Do not approve the resolution and do not grant the easements to Vectren. |
| PROJECT TIMELINE | Once all of the appropriate signatures have been secured, the easements will be recorded. |
| STAFF RECOMMENDATION | Approve the resolution to grant the Utility Easements to Vectren Energy Delivery of Ohio, Inc. |
| ATTACHMENTS | Exhibit A – Easement Documents |
EXHIBIT I

VECTREN ENERGY DELIVERY OF OHIO, INC.
GRANT FOR PIPELINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That The City of Piqua, Miami County, Ohio, a municipal corporation, together hereinafter called the Grantor, of Miami County, Ohio, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants and warrants to Vectren Energy Delivery of Ohio, Inc., an Ohio corporation, 120 W. Second Street, Suite 820, Dayton, Ohio 45402, hereinafter called Grantee, and its successors and assigns forever, a perpetual easement and right, from time to time, to construct, reconstruct, erect, add to, operate, maintain, use, lower, inspect, remove, replace, modify and change the size of, underground utility pipeline(s) and facilities and, either underground or above, all appurtenant valves, anodes, pipes, drifts, regulators, pits, pipeline markers, cathodic equipment, test leads and all other necessary and incidental appurtenances for the maintenance and operation of pipelines for the distribution and transmission of natural, artificial and/or liquefied petroleum gas, and/or any other liquefied or gaseous substance therein under on, over and through the premises hereinafter described, and additionally the Grantee is granted the right of ingress and egress to, on, from and over the premises hereinafter described for the purposes aforementioned, to-wit:

Part of Outlot 117 and vacated Propeller Place (formerly Berberich Street) in the City of Piqua, Washington Township, Miami County, Ohio, being a part of the tract of land conveyed to the City of Piqua, by deed recorded in Deed Book 285, Page 437 in the Office of the Recorder of Miami County, Ohio, and also being a part of the vacated Propeller Place (formerly Berberich Street) per Ordinance No. 26-95, said easement granted herein being more particularly described and shown on Exhibit "A" and Exhibit "B" attached hereto and made a part hereof ("Permanent Pipeline Easement").

Parcel ID: N44 250135

In addition to the foregoing Permanent Pipeline Easement, the Grantor also hereby grants a temporary easement to the Grantee and the right and privilege to use, for initial construction purposes only, an additional tract of land being more particularly described and shown on Exhibit "A" and Exhibit "B" attached hereto and made a part hereof ("Temporary Easement"). The Temporary Easement is granted for a period of 12 months from the start of initial construction and includes the right to trim, cut down, remove or otherwise control any trees, bushes, branches, roots, undergrowth, overhanging branches or other obstructions in the...
Temporary Easement. The Permanent Pipeline Easement and Temporary Easement are collectively sometimes referred to as the "Easement".

The Permanent Easement is made subject to the following terms and conditions:

1) **Buildings:** No buildings or other structures, above or below ground, temporary or permanent, shall be placed within the Permanent Easement within eight feet of the Grantee's pipeline.

2) **Changes in grade or excavation:** No excavating shall be done or permitted by the Grantor within the Permanent Easement prior to consultation with the Grantee. The Ohio Utility Protection Service and Grantee must be called before anyone excavates in the Permanent Easement. No excavating or filling shall be done or be permitted by the Grantor within the Permanent Easement that would either (A) reduce or add to the distance between the Grantee's facilities and the land surface without consultation with the Grantee's (B) impair the Grantee's ability to maintain the facilities or (C) create a hazard.

3) **Trees, Bushes, Branches, and Roots:** Grantee may trim, cut down, remove or otherwise control any trees, bushes, branches, roots, undergrowth, overhanging branches or other obstructions in the Permanent Easement (or that could grow into the Permanent Easement) which in the opinion of the Grantee may now or at any time interfere with the construction, use, maintenance, surveillance, access or successful operation of its facilities. No trees over six feet in height shall be planted, or grown within 10 feet of the pipeline. Grantee shall be responsible to Grantor for damages to, or removal of, trees or other plant life in the Permanent Easement.

In addition, both the Temporary Easement and Permanent Easement are made subject to the following terms and conditions:

1) **Restoration:** If Grantee's employees, contractors, vehicles, or equipment damage Grantor's land outside of the Easement while entering Grantor's land for the purposes stated in this Easement, then Grantee shall restore Grantor's land as nearly as can be to its original condition.

2) **Reimbursement:** Grantee shall reimburse Grantor for any damage or loss to landscaping, bushes, trees and other property that may be caused by Grantee or its contractors during work permitted hereunder in the Easement. Any such damages shall be promptly paid or otherwise restored by the Grantee within thirty (30) days after the occurrence of such damage.

3) **Grantor's Rights:** Grantee's gas pipelines shall be installed at an initial depth of at least 48 inches below the surface of the ground. Grantor shall have the right to use the surface of the land within the boundaries of the Easement in any manner which is not inconsistent with the safe operation of Grantee's facilities (including Grantee's
access thereto) and which will not interfere with the rights and privileges granted to
Grantee by the Easement.

4) **Indemnification:** Grantee agrees to indemnify and hold harmless Grantor from and
against any and all damages, claims, costs and expenses suffered, sustained or
incurred solely during and as a result of Grantee's construction, installation and
repair activity in the Easement.

The Grantor covenant with the Grantee that it is the true and lawful owners in fee simple
of the property herein described and has full power and authority to grant this right of way and
Easement.

The grant of right of way and Easement shall run with the land and be binding on and
inure to the benefit of the parties, their heirs, successors, and assigns.

As used herein, words in plural number include words in the singular number.
DATED this ______ day of ______________________, 20____.

The City of Piqua, Miami County, Ohio
a municipal corporation

_________________________________________   ____________________________________________
Signature                                           Signature

Print Name                                           Print Name

_________________________________________   ____________________________________________
Title                                               Title

STATE OF OHIO, COUNTY OF ____________, SS:

Personally appeared before me this ______ day of ______________________, 20____,

_________________________________________
The City of Piqua, Miami County, Ohio a municipal corporation

by _____________________________________, its ______________________, and

by _____________________________________, its ______________________, who

acknowledged the execution of the above instrument to be their voluntary act and deed for and

on behalf of said entity.

_________________________________________
Notary Public

(typed or printed name)________________________________________

My commission expires:________________________________________

This Instrument Prepared By: H. Alissa Rudolph
Vecren Energy Delivery of Ohio, Inc.
6500 Clyo Road, Centerville, Ohio 45459
Project No. 15202803053011
City of Piqua, ge
Pt SE 1/4 Sec 13-78N-R5E
Washington Township
Miami County, Ohio

Owner:
The City of Piqua
Miami County, Ohio
Warranty Deed
March 31, 1990
DB 285, Page 437

Parcel #N44-250135

0.181 acres +/- permanent easement
7,886 square feet permanent easement
0.350 acres +/- temporary easement (0.022 ac. & 0.328 ac.)
15,277 square feet temporary easement (977 sq. ft & 14,300 sq. ft)

Permanent Easement

Part of Outlot 117 and vacated Propeller Place (formerly Berberich Street) in the City of
Piqua, Washington Township, Miami County, Ohio, being a part of the tract of land conveyed
to the City of Piqua, by deed recorded in Deed Book 285, Page 437 in the Office of the
Recorder of Miami County, Ohio, and also being a part of the vacated Propeller Place
(formerly Berberich Street) per Ordinance No. 26-95, described as follows:

COMMENCING at the southwest corner of the Southeast Quarter of Section 13, Town 8 North,
Range 5 East;

thence North 00 degrees 32 minutes 07 seconds East (grid bearing based on Ohio Co-Ordinate
System of 1983, South Zone, NAD 83, 2011, EPOCH 2010.0000) along the west line of said
quarter section a distance of 186.80 feet (all distances in this description are
horizontal ground distances in US Survey Feet) to the north right-of-way line of Covington
Avenue (US 36);

thence North 73 degrees 32 minutes 17 seconds East along said north right-of-way line a
distance of 50.28 feet to the west line of said Outlot 117;

thence North 00 degrees 32 minutes 07 seconds East along said west line a distance of
589.12 feet to the southwest corner of said City of Piqua tract and the POINT OF
BEGINNING;

thence North 89 degrees 27 minutes 53 seconds West a distance of 24.00 feet;

thence North 00 degrees 32 minutes 07 seconds East a distance of 142.91 feet to the south
line of a 45.2675-acre tract of land described in Deed Book 594, Page 617;

thence North 74 degrees 05 minutes 07 seconds East along said south line a distance of
67.95 feet;

thence South 30 degrees 00 minutes 00 seconds West a distance of 14.37 feet;

thence North 74 degrees 05 minutes 07 seconds East a distance of 101.41 feet to the east
line of the Grantor’s land;

thence South 00 degrees 31 minutes 17 seconds West along said east line a distance of
10.43 feet;

thence South 74 degrees 05 minutes 07 seconds West a distance of 108.78 feet;

Schneider Corporation
Job No. 10008.001
April 15, 2016  KKE
Document No. T:\10k\10008\001\dwgs\parcels\2\A.doc

Sheet 1 of 4
thence South 30 degrees 00 minutes 00 seconds West a distance of 14.08 feet;

thence South 00 degrees 15 minutes 00 seconds West a distance of 118.76 feet to the south line of said tract described in Deed Book 285, Page 437;

thence South 74 degrees 05 minutes 07 seconds West along said south line a distance of 21.17 feet to the POINT OF BEGINNING, containing 0.181 acres, more or less.

The above description was prepared by Kristopher K. Eichhorn, Ohio Registered Professional Surveyor Number S-8652 based upon a survey completed on December 8, 2015.

Kristopher K. Eichhorn
Registered Professional Surveyor S-8652
February 9, 2016
Temporary Easement

Part of Outlot 117 in the City of Piqua, Washington Township, Miami County, Ohio, being a part of the tract of land conveyed to the City of Piqua, by deed recorded in Deed Book 285, Page 437 in the Office of the Recorder of Miami County, Ohio, described as follows:

COMMENCING at the southwest corner of the Southeast Quarter of Section 13, Town 8 North, Range 5 East;

thence North 00 degrees 32 minutes 07 seconds East (grid bearing based on Ohio Co-Ordinate System of 1983, South Zone, NAD 83, 2011, EPOCH 2010.0000) along the west line of said quarter section a distance of 186.80 feet (all distances in this description are horizontal ground distances in US Survey Feet) to the north right-of-way line of Covington Avenue (US 36);

thence North 73 degrees 32 minutes 17 seconds East along said north right-of-way line a distance of 50.28 feet to the west line of said Outlot 117;

thence North 00 degrees 32 minutes 07 seconds East along said west line a distance of 589.12 feet to the southwest corner of said City of Piqua tract (the following three courses are along the south and east lines of said City of Piqua tract);

(1) thence North 74 degrees 05 minutes 07 seconds East 21.17 feet to the POINT OF BEGINNING;

(2) thence continuing North 74 degrees 05 minutes 07 seconds East 115.42 feet;

(3) thence North 00 degrees 31 minutes 17 seconds East 129.14 feet;

thence South 74 degrees 05 minutes 07 seconds West 108.78 feet;

thence South 30 degrees 00 minutes 00 seconds West 14.08 feet;

thence South 00 degrees 15 minutes 00 seconds West 118.76 feet to the POINT OF BEGINNING, containing 0.328 acres, more or less.

The above description was prepared by Kristopher K. Eichhorn, Ohio Registered Professional Surveyor Number S-8652 based upon a survey completed on December 8, 2015.

ALSO:

Temporary Easement

Part of Outlot 117 in the City of Piqua, Washington Township, Miami County, Ohio, being a part of the tract of land conveyed to the City of Piqua, by deed recorded in Deed Book 285, Page 437 in the Office of the Recorder of Miami County, Ohio, described as follows:

COMMENCING at the southwest corner of the Southeast Quarter of Section 13, Town 8 North, Range 5 East;

thence North 00 degrees 32 minutes 07 seconds East (grid bearing based on Ohio Co-Ordinate System of 1983, South Zone, NAD 83, 2011, EPOCH 2010.0000) along the west line of said quarter section a distance of 186.80 feet (all distances in this description are horizontal ground distances in US Survey Feet) to the north right-of-way line of Covington Avenue (US 36);

thence North 73 degrees 32 minutes 17 seconds East along said north right-of-way line a distance of 50.28 feet to the west line of said Outlot 117;
thence North 00 degrees 32 minutes 07 seconds East along said west line a distance of 589.12 feet to the southwest corner of said City of Piqua tract (the following six courses are along the south, east and north lines of said City of Piqua tract):

(1) thence North 74 degrees 05 minutes 07 seconds East 21.17 feet;
(2) thence North 74 degrees 05 minutes 07 seconds East 115.42 feet;
(3) thence North 00 degrees 31 minutes 17 seconds East 129.14 feet;
(4) thence continuing North 00 degrees 31 minutes 17 seconds East 10.43 feet to the POINT OF BEGINNING;
(5) thence continuing North 00 degrees 31 minutes 17 seconds East 10.43 feet;
(6) thence South 74 degrees 05 minutes 07 seconds West 94.03 feet;

thence South 30 degrees 00 minutes 00 seconds West 14.37 feet;

thence North 74 degrees 05 minutes 07 seconds East 101.41 feet to the POINT OF BEGINNING, containing 0.022 acres, more or less.

The above description was prepared by Kristopher K. Eichhorn, Ohio Registered Professional Surveyor Number S-8652 based upon a survey completed on December 8, 2015.

Kristopher K. Eichhorn
Registered Professional Surveyor S-8652
April 15, 2016
Historic Fort Harrison
8901 Otis Avenue
Indianapolis, IN 46216
317-826-7100
317-826-7110 FAX
Engineering
Surveying
GIS/LIS

Exhibit "B"

Permanent Easement
Pt SE 1/4 Sec 13-TBN-R5E
Washington Township
Miami County, Ohio

LEGEND
Permanent Easement
Denotes Deed Line or Ownership Change

Parcel #N44-250357
City of Piqua

Parcel #N44-100080
Hartzell Propeller Inc.
DB 636, Page 663
DB 640, Page 201

N74° 05' 07"E 648.00'

Parcels #N44-250355
City of Piqua
Quitclaim Deed
May 26, 1987
DB 594, Page 617

Parcel #N44-250135
The City of Piqua
Miami County, Ohio
Warranty Deed
March 31, 1950
DB 285, Page 437

Pt. Outlot 117

Outlot 303

Parcel #N44-100080
Hartzell Propeller Inc.
DB 592, Page 41

N74° 05' 07"E 648.00'

180°

Grid North
Scale 1"=50'

0 25 50

Point #5
5/8" rebar found inside pipe
0.4' below grade

Point #6
5/8" rebar found
0.3' below grade

Point #3
5/8" rebar found
0.4' below grade

Point of Commencement
SW Cor SE 1/4
Sec 13-TBN-R5E
No Monument Found

This drawing is not intended to be represented as a retracement or original boundary survey or a Mortgage Location Survey.

Job No. 10008.001
File No. T:\10K\10008\001\degs\parcels\2&8\drawing
Date 04/15/2016 KKE

Sheet 1 of 2
**Exhibit "B"**

**Schneider**

Permanent Easement
Pt SE 1/4 Sec 13-T8N-R5E
Washington Township
Miami County, Ohio

### Parcel Line Table

<table>
<thead>
<tr>
<th>Line</th>
<th>Direction</th>
<th>Length</th>
</tr>
</thead>
<tbody>
<tr>
<td>L1</td>
<td>S30°00'00&quot;W</td>
<td>14.37'</td>
</tr>
<tr>
<td>L2</td>
<td>N74°05'17&quot;E</td>
<td>101.41'</td>
</tr>
<tr>
<td>L3</td>
<td>S00°31'17&quot;W</td>
<td>10.43'</td>
</tr>
<tr>
<td>L4</td>
<td>S74°05'07&quot;W</td>
<td>108.78'</td>
</tr>
<tr>
<td>L5</td>
<td>S30°00'00&quot;W</td>
<td>14.08'</td>
</tr>
</tbody>
</table>

### Point Table

<table>
<thead>
<tr>
<th>Point #</th>
<th>Northing (meters)</th>
<th>Easting (meters)</th>
<th>Northing (US ft)</th>
<th>Easting (US ft)</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Point of Beginning</td>
</tr>
<tr>
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<td>449267.141</td>
<td>785264.03</td>
<td>1473970.61</td>
<td>3/4&quot; pinched pipe found 0.2' below grade</td>
</tr>
<tr>
<td>2</td>
<td>239182.118</td>
<td>449305.345</td>
<td>784716.66</td>
<td>1474095.95</td>
<td>Rebar w/ cap TGA 6452 4911 0.2' below grade*</td>
</tr>
<tr>
<td>3</td>
<td>239384.218</td>
<td>449342.740</td>
<td>785379.72</td>
<td>1474221.92</td>
<td>5/8&quot; rebar found 0.4' below grade</td>
</tr>
<tr>
<td>4</td>
<td>239170.838</td>
<td>449250.818</td>
<td>784679.66</td>
<td>1473917.06</td>
<td>5/8&quot; rebar found 0.3' below grade</td>
</tr>
<tr>
<td>5</td>
<td>239018.782</td>
<td>448725.890</td>
<td>784180.79</td>
<td>1472194.86</td>
<td>5/8&quot; rebar found inside pipe 0.4' below grade</td>
</tr>
<tr>
<td>6</td>
<td>239115.516</td>
<td>449060.042</td>
<td>784498.16</td>
<td>1473291.15</td>
<td>5/8&quot; rebar found 0.3' below grade</td>
</tr>
</tbody>
</table>

*Not depicted on drawing, for reference only.*

---

**Surveys Referenced:**

Volume 7, Plat No. 86
Volume 16, Plat No. 60
Volume 17, Page 72
Volume 18, Page 44
Volume 36, Page 68

---

**Kristopher K. Eichhorn**
Registered Professional Surveyor #S-8652
April 15, 2016

**Note:**
The horizontal data shown on this survey are based upon a positional solution derived from global positioning system (GPS) observations utilizing the ODOT VRS RTK Network utilizing base station SIDN (Sidney, Ohio). The coordinate values (shown in meters and US Survey Feet) and bearings shown are in the Ohio Co-Ordinate System of 1983, South Zone (2011 Reference Frame; 2010.0 Epoch). Distances shown herein are ground distances in US Survey Feet. The Combined scale factor for this project is 0.99998355 and has been applied.
Historic Fort Harrison
8801 Otis Avenue
Indianapolis, IN 46216
317-826-7100
317-826-7110 FAX
Engineering
Surveying
GIS/LIS

Schneider
Permanent Easement
Pt SE 1/4 Sec 13-T8N-R5E
Washington Township
Miami County, Ohio

LEGEND

Permanent Easement
Denotes Deed Line
or Ownership Change

Parcel #N44-250355
City of Piqua
Quitclaim Deed
May 26, 1987
DB 594, Page 617

Parcel #N44-100080
Hartzell Propeller Inc.
DB 636, Page 863
DB 640, Page 201

Parcel #N44-250357
City of Piqua

Parcel #N44-250135
The City of Piqua
Miami County, Ohio
Warranty Deed
March 31, 1950
DB 285, Page 437

Point of Beginning
48'
S74° 05' 07"W
N74° 05' 07"E
648.00'
N74° 03' 07"E
648.00'

24.00'
N00° 32' 07"E
1425'
N9° 32' 07"E
599.2'

7.836 square feet
0.181 acres
1.16 acres

N9° 32' 07"E
599.12'
N00° 32' 07"E

This drawing is not intended to be represented as a retracement or original boundary survey or a Mortgage Location Survey.
Exhibit "C"

Temporary Easement
Pt SE 1/4 Sec 13-T8N-R5E
Washington Township
Miami County, Ohio

LEGEND
- Temporary Easement
- Denotes Deed Line
  or Ownership Change

POINT #6
5/8" rebar found 0.3' below grade

POINT #3
5/8" rebar found 0.4' below grade

Point of Commencement
SW Cor SE 1/4
Sec 13-T8N-R5E
No Monument Found

This drawing is not intended to be represented
as a retracement or original boundary survey
or a Mortgage Location Survey.
Temporary Easement
Pt SE 1/4 Sec 13-T8N-R5E
Washington Township
Miami County, Ohio

<table>
<thead>
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<th>Direction</th>
<th>Length</th>
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<td>10.43'</td>
</tr>
<tr>
<td>L3</td>
<td>S74°05'07&quot;W</td>
<td>94.03'</td>
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<tr>
<td>L4</td>
<td>S30°00'00&quot;W</td>
<td>14.37'</td>
</tr>
<tr>
<td>L5</td>
<td>N74°05'07&quot;E</td>
<td>101.41'</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Point #</th>
<th>Northing (meters)</th>
<th>Easting (meters)</th>
<th>Northing (US ft)</th>
<th>Easting (US ft)</th>
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<td>5/8&quot; rebar found 0.4' below grade</td>
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<td>4</td>
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<td>239018.782</td>
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Volume 36, Page 68

Kristopher K. Eichhorn
Registered Professional Surveyor #S-8652
April 15, 2016

Note:
The horizontal data shown on this survey are based upon a positional solution derived from global positioning system (GPS) observations utilizing the ODOT VRS RTK Network utilizing base station SIDN (Sidney, Ohio). The coordinate values (shown in meters and US Survey Feet) and bearings shown are in the Ohio Co-Ordinate System of 1983, South Zone (2011 Reference Frame; 2010.0 Epoch). Distances shown herein are ground distances in US Survey Feet. The Combined scale factor for this project is 0.99998355 and has been applied.

Job No. 10008.001
File No. T:\10K\10008.001\dwg\parcels\2\C.dwg
Date 04/15/2016 KKE

This drawing is not intended to be represented as a retracement or original boundary survey or a Mortgage Location Survey.
Z-167 TRANSMISSION LINE 2016 PROJECT
PIQUA, OHIO

Parcel: N44-250135
Permanent Easement: 7,886 sq. ft. = 0.181 AC
Temporary Easement: 15,277 sq. ft. = 0.350 AC

Name: City of Piqua
Address: Propeller Place, Piqua, Ohio 45356

Permanent Easement Valuation
Calculation based on a land value of $60,000.00 per acre
Easement area 0.181 ac X $60,000.00 per acre X 50% of fee = $5,430.00

Temporary Easement Valuation
Calculation based on a land value of $60,000.00 per acre
Easement area 0.350 ac X $60,000.00 per acre X 10% of fee = $2,100.00

TOTAL EASEMENT PAYMENT = $7,530.00
RESOLUTION NO. R-65-16

A RESOLUTION REQUESTING AUTHORIZATION TO PURCHASE
THE REAL PROPERTY LOCATED ON WOOD STREET, PART OF
MIAMI COUNTY CURRENT TAX PARCEL NO. N44-250606, BEING
OWNED BY TRANSFORMED LIFE CHURCH

WHEREAS, the City of Piqua desires to complete the Garney
Street/Commercial Street Corridor Neighborhood Connector Project.; and

WHEREAS, it will be necessary to acquire right-of-way for this project; and

WHEREAS, the City of Piqua is responsible for 100% of the cost of right-of-
way acquisition on the Garney Street/Commercial Street Corridor Neighborhood
Connector Project, in accordance with its agreement with ODOT; and

WHEREAS, in acquiring the needed right-of-way, it resulted in approximately
0.223 acres being rendered useless to the property owner and thus requiring the City
to either pay for loss of use or purchase the 0.223 acres; and

WHEREAS, finding a benefit to the City of Piqua, it has negotiated to
purchase the 0.223 acres which is located directly east of the proposed project; and

WHEREAS, the value of the property has been established in strict
conformance with federal highway administration guidelines; and

WHEREAS, the property owner has agreed to the purchase price and is
willing to execute any necessary documents for the purchase.

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

SEC. 1: The City Manager is hereby authorized to enter into a contract
to purchase said real property located on Wood Street, being part of Parcel No. N44-
250606 from Transformed Life Church as described in Exhibit A.

SEC. 2: The Finance Director certifies funds are available and is
hereby authorized to draw her warrants from time to time on the appropriate account
of the city treasury in payment according to contract terms, with said funds being
available, in an amount not exceeding a total of $6,500.

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

KATHRYN B. HINDS, MAYOR

PASSED: _______________________

ATTEST:

REBECCA J. COOL
CLERK OF COMMISSION
<p>| MEETING DATE | May 3, 2016 |
| REPORT TITLE | A Resolution requesting authorization to purchase the real property located on Wood Street, part of Miami County Current Tax Parcel No. N44-250606, being owned by Transformed Life Church. A Resolution requesting authorization to acquire a temporary and permanent easement located on Wood Street, part of Miami County Current Tax Parcel No. N44-250563 being owned by Transformed Life Church. A Resolution requesting authorization to acquire a temporary and permanent easement located on Wood Street, part of Miami County Current Tax Parcel No. N44-250606 and N44-250564 being owned by Transformed Life Church. |
| SUBMITTED BY | Name &amp; Title: Amy L. Havenar, City Engineer Department: Engineering |
| AGENDA CLASSIFICATION | □ Consent □ Ordinance ☑ Resolution □ Regular |
| APPROVALS/REVIEWS | ☑ City Manager □ Asst. City Manager/Finance ☑ Asst. City Manager/Development □ Law Director □ Department Director □ Other: |
| BACKGROUND | As a part of the Garmsey Street/Commercial Street Corridor Neighborhood Connector Project, the City of Piqua and our Right-of-Way Consultant have been working with Pastor Brian Hamilton with Transformed Life Church, regarding the acquisition of an easement for the proposed multi-use path. It became evident during the right-of-way process that while the City only needed to secure a piece of property from the Church, that piece would essentially create multiple other “unusable” pieces of property that would be of little benefit to the church due to the configuration and the size once the multi-use path was completed. As a part of the right-of-way process, the appraisal takes into account the damages done to the entire property as a result of the proposed take area. Therefore, while the negotiations started with only acquiring the necessary temporary and permanent easements needed for the Garmsey Street/Commercial Street Corridor Neighborhood Connector Project, it became evident that the City would need to pay additional compensation to the Church for the damage to the residual property. After discussions with the Church, it was decided that it would be in the best interest of the City to purchase the remaining pieces of property from the Church that were going to be affected in value by this project. |</p>
<table>
<thead>
<tr>
<th>BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)</th>
<th>Budgeted $:</th>
<th>$34,164</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>Expenditure $:</td>
<td>$34,164</td>
</tr>
<tr>
<td></td>
<td>Source of Funds:</td>
<td>Street Income Tax (103 Fund)</td>
</tr>
<tr>
<td></td>
<td>Narrative:</td>
<td>This money was budgeted for in the 2016 budget. The $34,164 is for the acquiring of the permanent easements, the temporary easements, and the purchase of property.</td>
</tr>
<tr>
<td></td>
<td>OPTIONS (Include Deny / Approval Option)</td>
<td>1. Approve the Resolutions to acquire the easements and to purchase the real property located along Wood Street.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2. Do not approve the resolution and do not complete the Garnsey Street/Commercial Street Corridor Neighborhood Connector Project.</td>
</tr>
<tr>
<td>PROJECT TIMELINE</td>
<td>The project construction is scheduled for the spring of 2017.</td>
<td></td>
</tr>
<tr>
<td>STAFF RECOMMENDATION</td>
<td>Approve the Resolutions to acquire the easements and to purchase the real property located along Wood Street.</td>
<td></td>
</tr>
<tr>
<td>ATTACHMENTS</td>
<td>Easement Documents and Purchase Contract</td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT A

CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY
WITHOUT BUILDING(S)

PARCEL(S): 15-E1, E2
MIA-Piqua Bikepath Connections

This Agreement is by and between the City of Piqua ["Purchaser"] and Church of Jesus NKA Transformed Life Church ["Seller"; "Seller" includes all of the foregoing named persons or entities]. Purchaser and Seller are referred to collectively in this Agreement as "Parties."

In consideration of the mutual promises, agreements and covenants herein contained the Parties contract as follows:

1. Price and Consideration

Purchaser shall pay to Seller the sum of $6,500, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed, including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property; and (e)

Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest, and for all other real estate taxes and assessments that are a lien as of the date on which this Agreement closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier in time. Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title. Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the foregoing items to be paid by Seller; any balance remaining after such taxes, assessments, etc., are discharged shall be paid to Seller and any deficiency shall be the responsibility of Seller.

2. Estate Sold and Deed to Transfer

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly described in Exhibit A attached hereto and by this reference incorporated herein, together with all improvements now located thereon and all fixtures of every nature now attached to or used with said land and improvements including, but not limited to, driveways, signs, utility fixtures, shrubbery and trees.
If the rights, titles and estates described in Exhibit A constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower. In the event the rights, titles, and estates described in Exhibit A constitute something less than the fee simple of the real property, then such sale and conveyance by Seller shall be by a good and sufficient deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles and estates with, if applicable, full release of dower.

3. **Limited Access Parcels - Waiver of Abutters' Rights**

If the property described in Exhibit A is designated by Purchaser as a limited access parcel, then Seller further agrees to release to Purchaser, its successors and assigns, any and all abutters' rights, including access rights, appurtenant to any remaining lands of Seller (from which the property described in Exhibit A is being severed) in, over, on, from and to the property described in Exhibit A.

4. **Supplemental Instruments**

Seller agrees to execute any and all supplemental instruments or documents necessary to vest Purchaser with the rights, titles and interests described in Exhibit A.

5. **Warranty of Title**

Seller shall, and hereby does, warrant that the property described in Exhibit A is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules and regulations; and (d) any and all taxes and assessments not yet due and payable.

6. **Elimination of Others' Interests**

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles and interests in the property described in Exhibit A, such as, but not limited to, those belonging to tenants, lessees, mortgagees or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

Seller and Purchaser agree that if a mortgagee of Seller or of a predecessor in title fails to cooperate with the efforts to obtain a release of that mortgagee's mortgage lien secured by the property described in Exhibit A, then and in that event this Agreement shall become null and void and the parties to this Agreement shall be discharged and released from any and all obligations created by this Agreement; for the purposes of this provision, the term "fails to cooperate" shall include a demand or request by any such mortgagee for a fee to process such a release of that mortgagee's mortgage lien that Purchaser, in its sole discretion, deems to be excessive.
7. **No Change in Character of Property**

Seller shall not change the existing character of the land or alter, remove, destroy or change any improvement located on the property described in Exhibit A. If, prior to the date on which possession of the subject property is surrendered to Purchaser, the subject property suffers any damage, change, alteration or destruction then, and without regard to the cause thereof, Seller shall restore the subject property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the abovementioned purchase price less the costs associated with such restoration. If the Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then Purchaser, at its option after discovery or notification of such damage, change, alteration or destruction, may terminate and cancel this Agreement upon written notice to Seller.

8. **Offer to Sell**

If Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an Offer to Sell by Seller that shall remain open for acceptance by Purchaser for a period of 20 days immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser’s acceptance and execution of this Agreement within said period of 20 days, this Agreement shall constitute and be a valid Contract for Sale and Purchase of Real Property that is binding upon the Parties.

9. **Designation of Escrow Agent**

Seller agrees that Purchaser may designate an escrow agent to act on behalf of the Parties in connection with the consummation and closing of this Agreement.

10. **Closing Date**

The consummation and closing of this Agreement shall occur at such time and place as the Parties may agree, but no later than 10 days after Purchaser notifies Seller in writing that Purchaser is ready to consummate and close this Agreement. Provided, however, in no event shall such consummation and closing occur more than 120 days after the last date on which one of the Parties executes this Agreement.

11. **Physical Possession of Structures Occupied by Seller**

Seller shall surrender physical possession of the land and improvements to Purchaser not later than the date on which Purchaser tenders the purchase price to Seller.

12. **Control of Property Occupied by Seller’s Tenant(s)**

Control of property occupied by Seller’s tenant(s) shall be assumed by Purchaser on the date Purchaser tenders the purchase price to Seller. From that date forward, Purchaser shall be entitled to collect and retain as its own funds any and all rental payments thereafter made by such tenant(s). If any rents due under the lease(s) with Seller have been prepaid by Seller’s tenant(s), then said prepaid rents
shall be prorated to the date on which the purchase price is tendered by Purchaser, and said prepaid rents shall be paid to Seller and Purchaser in accordance with such proration.

13. **Binding Agreement**

   Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

14. **Multiple Originals**

   This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

15. **Entire Agreement**

   This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon Seller or Purchaser.

16. **Amendments and Modifications**

   No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and Purchaser.

   **IN WITNESS WHEREOF,** the parties hereto, namely the City of Piqua and Church of Jesus NKA Transformed Life Church have executed this Agreement on the date(s) indicated immediately below their respective signatures.

   ODOT LPA RE 833-C
   Rev. 01/2012

   Corporations & LLC AGC for Contracts

   **CHURCH OF JESUS NKA TRANSFORMED LIFE CHURCH**

   By: Brian Hamilton, Pastor
   Date: 4/26/16

   **STATE OF OHIO, COUNTY OF MIAMI ss:**

   **BE IT REMEMBERED,** that on the 26th day of APRIL, 2016, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Brian Hamilton, who acknowledged being the Pastor and duly authorized agent of Church Of Jesus, NKA Transformed Life Church, and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity.
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Brent Graham
NOTARY PUBLIC
STATE OF OHIO
My Commission Expires: 8-06-2018

City of Piqua

Gary A. Huff, City Manager

Date:

STATE OF OHIO, COUNTY OF MIAMI ss:

BE IT REMEMBERED, that on the ___ day of _________________, __________, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Gary A. Huff, the City Manager and duly authorized representative of City of Piqua, who acknowledged the signing of the foregoing instrument to be the voluntary act and deed of City of Piqua.

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

________________________
NOTARY PUBLIC
My Commission expires: ___
EXHIBIT A

Parcel 15-e1
Mia-Bikepath Connections
All Right, Title and Interest in Fee Simple
In the Following Described Property
Without Limitation of Existing Access Rights
In the Name and For the Use of the
City of Piqua, Miami County, Ohio

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression “Grantor/Owner” includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor’s description of the premises follows]

Parcel 15-e1

Being a parcel of land determined to be an uneconomic remnant during the appraisal process, as follows:

Situate in the southeast section of the City of Piqua, Miami County, State of Ohio, being part of Inlot 597 as conveyed to the Church of Jesus, NKA Transformed Life Church, by instrument as recorded in Deed Book 691, page 936 of the deed records of said county, and being more particularly bounded and described, with stations and offsets referenced to the centerline of the Commercial Street Bikepath as shown on the Centerline Plat of MIA-BIKEPATH CONNECTIONS and recorded in Plat Book 25, Page 71 of the plat records of said county, as follows:

Beginning for reference at the northeast corner of said Inlot, in the south line of vacated Sycamore Street, 16.13 feet left of Station 452+23.64;

Thence with the east line of said Inlot South 00° 24' 05" East 108.00 feet to a point at the northwest corner of the part of Inlot 598 as conveyed to Rita A. Kiser by instrument as recorded in Deed Book 694, page 145, reference a 5/8" Iron Pin found (Cozatt) bearing North 06° 43' 24" East 0.11 feet, said point being 10.52 feet right of Station 451+15.63 and the TRUE POINT OF BEGINNING;
EXHIBIT A

Parcel 15-E1

Thence continuing with the east line of Inlot 597 South 00° 24' 05" East 92.75 feet to an Iron Pin set at the southeast corner of the part of said Inlot conveyed to Grantor, being in the north line of a 14.00 feet wide alley and 56.49 feet right of Station 450+35.07;

Thence with the south line of Grantor's part of Inlot 597 and said north right of way line South 89° 52' 02" West 52.05 feet to a 5/8" Iron Pin found (Cozatt), 10.39 feet right of Station 450+08.16;

Thence with the new east easement line for the Commercial Street Bikepath through said Inlot 597, North 28° 57' 44" East 106.15 feet to the TRUE POINT OF BEGINNING, containing 0.055 acres (2414 SF), more or less, subject to all legal easements and restrictions of record.

This description is based upon a field survey performed in March, 2012 by LJB Inc. under contract to the City of Piqua, Ohio, with bearings based upon the Ohio State Plane Coordinate System, South Zone, NAD 83, 1996 adjustment, by GPS utilizing ODOT VRS.

Iron Pins referred to as “set” shall be 5/8" by 30" reinforcing rod set by LJB Inc. with cap stamped "LJB INC.".

Evidence of occupation supports the monumentation found in the field and the property lines recited in this description.

Grantor claims title by instrument as recorded in Deed Book 691, page 936, Miami County Recorder's Office.

The 0.055 acres of the above described area is contained within Miami County Auditor's Permanent Parcel Number N44-250606, of which the present road right of way occupies 0.000 acres, more or less.

Description prepared by:

LJB Inc.

By: ________________________  Date: __________

Harry G. Herbst III, Ohio P.S. #6596
PARCEL 15-E2-
MIA-BIKEPATH CONNECTIONS
ALL RIGHT, TITLE AND INTEREST IN FREE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
CITY OF PIQUA, MIAMI COUNTY, OHIO

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression “Grantor/Owner” includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor’s description of the premises follows]

PARCEL 15-E2

Being a parcel of land determined to be an uneconomic remnant during the appraisal process, as follows:

Situate in the southeast section of the City of Piqua, Miami County, State of Ohio, being part of Inlot 598 as conveyed to the Church of Jesus, NKA Transformed Life Church, by instrument as recorded in Deed Book 691, page 936 of the deed records of said county, and being more particularly bounded and described, with stations and offsets referenced to the centerline of the Commercial Street Bikepath as shown on the Centerline Plat of MIA-BIKEPATH CONNECTIONS and recorded in Plat Book 25, Page 71 of the plat records of said county, as follows:

Beginning for reference at the northwest corner of said Inlot, in the south line of vacated Sycamore Street, 16.13 feet left of Station 452+23.64;

Thence with the north line of said Inlot 598 and the south line of said vacated Sycamore Street North 89° 42' 40" East 26.13 feet to an Iron Pin set in the new east easement line of the Commercial Street Bikepath, 10.00 feet right of Station 452+23.77, said pin being the TRUE POINT OF BEGINNING;
EXHIBIT A

Parcel 15-E2

Thence continuing with said lines North 89° 42' 40" East 77.99 feet to an Iron Pin set at the northeast corner of said Inlot, in the west right of way line of Roosevelt Ave., 87.99 feet right of Station 452+24.16;

Thence with the east line of said Inlot and said west right of way line South 00° 24' 03" East 56.88 feet to an Iron Pin set at the northeast corner of a part of Inlot 598 conveyed to the P.C.C. & St. Louis Railway by instrument as recorded in Deed Book 136, page 285 of the deed records of said county, 90.08 feet right of Station 451+78.94;

Thence with the north and west line of said part Inlot 598 South 53° 52' 22" West 87.46 feet to an Iron Pin set in the north line of a part of Inlot 598 as conveyed to Rita A. Kiser by instrument as recorded in Deed Book 694, page 145 of the deed records of said county, 39.35 feet right of Station 451+31.91;

Thence with said line South 89° 52' 02" West 33.11 feet to the northwest corner of said part Inlot, reference a 5/8" Iron Pin found (Cozatti) bearing North 06° 43' 24" East 0.11 feet, said point being in the west line of said Inlot 598 and the east line of said new easement for the Commercial Street Bikepath, 10.52 feet right of Station 451+15.63;

Thence with said east easement line through said Inlot for the following three courses:

1. North 28° 00' 30" East 24.09 feet to an Iron Pin set 10.00 feet right of Station 451+39.49;

2. Along the arc of a curve to the left 58.66 feet, said arc having a radius of 120.01 feet, a central angle of 28° 00' 30" and a chord bearing North 14° 00' 15" East 58.08 feet to an Iron Pin set 12.00 feet right of Station 451+93.27;

3. North 00° 00' 00" West 30.50 feet to the TRUE POINT OF BEGINNING, containing 0.168 acres, (7328 SF), more or less, subject to all legal easements and restrictions of record.

This description is based upon a field survey performed in March, 2012 by LJB Inc. under contract to the City of Piqua, Ohio, with bearings based upon the Ohio State Plane Coordinate System, South Zone, NAD 83, 1996 adjustment, by GPS utilizing ODOT VRS.

Iron Pins referred to as "set" shall be 5/8" by 30" reinforcing rod set by LJB Inc. with cap stamped "LJB INC.".
Evidence of occupation supports the monumentation found in the field and the property lines recited in this description.

Grantor claims title by instrument as recorded in Deed Book 691, page 936, Miami County Recorder's Office.

The 0.168 acres of the above described area is contained within Miami County Auditor's Permanent Parcel Number N44-250606, of which the present road right of way occupies 0.000 acres, more or less.

Description prepared by:

LJB Inc.

By:  

Harry G. Herbst III, Ohio P.S. #6596  

Date: 4/14/16
EXHIBIT A

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT: Church of Jesus, NKA Transformed Life Church, the Grantor(s) herein, in consideration of the sum of $6,500, to be paid by the City of Piqua, Ohio, the Grantee herein, does hereby grant, bargain, sell, convey and release, with general warranty covenants, to said Grantee, its successors and assigns forever, all right, title and interest in fee simple in the following described real estate:

PARCEL(S): 15-E1, E2
MIA-Bikepath Connections

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

Miami County Current Tax Parcel No. N44-250606
Prior Instrument Reference: Deed Book 691 Page 936, Miami County Recorder’s Office.

And the said Grantor(s), for themselves and their successors and assigns, hereby covenants with the said Grantee, its successors and assigns, that they the true and lawful owner(s) of said premises, and lawfully seized of the same in fee simple, and have good right and full power to grant, bargain, sell, convey and release the same in the manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable; and that Grantor(s) will warrant and defend the same against all claims of all persons whomsoever.
The property conveyed herein is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

In the event that the Grantee decides not to use the property conveyed herein for the above-stated purpose, the Grantor(s) have a right under Section 163.211 of the Revised Code to repurchase the property for its fair market value as determined by an independent appraisal made by an appraiser chosen by agreement of the parties or, if the parties cannot agree, an appraiser chosen by an appropriate court. However, this right to repurchase will be extinguished if any of the following occur: (A) Grantor(s) declines to repurchase the property; (B) Grantor(s) fails to repurchase the property within sixty days after Grantee offers the property for repurchase; (C) Grantee grants or transfers the property to any other person or agency; or (D) Five years have passed since the property was appropriated or acquired by Grantee.

IN WITNESS WHEREOF Church of Jesus, NKA Transformed Life Church has caused its name to be subscribed by Brian Hamilton, its duly authorized Pastor, and its duly authorized agent on the 26th day of April, 2016.

CHURCH OF JESUS, NKA TRANSFORMED LIFE
CHURCH

By: Brian Hamilton
Its: Pastor

STATE OF OHIO, COUNTY OF MIAMI SS:

BE IT REMEMBERED, that on the 26th day of April, 2016, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Brian Hamilton, who acknowledged being the Pastor and duly authorized agent
of Church of Jesus, NKA Transformed Life Church, and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity.

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

This document was prepared by: City of Piqua
EXHIBIT A

LPA RX 851 WD

Ver. Date 04/07/2016

PARCEL 15-E1-
MIA-BIKEPATH CONNECTIONS
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
CITY OF PIQUA, MIAMI COUNTY, OHIO

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

PARCEL 15-E1

Being a parcel of land determined to be an uneconomic remnant during the appraisal process, as follows:

Situate in the southeast section of the City of Piqua, Miami County, State of Ohio, being part of Inlot 597 as conveyed to the Church of Jesus, NKA Transformed Life Church, by instrument as recorded in Deed Book 691, page 936 of the deed records of said county, and being more particularly bounded and described, with stations and offsets referenced to the centerline of the Commercial Street Bikeway as shown on the Centerline Plat of MIA-BIKEPATH CONNECTIONS and recorded in Plat Book 25, Page 71 of the plat records of said county, as follows:

Beginning for reference at the northeast corner of said Inlot, in the south line of vacated Sycamore Street, 16 13 feet left of Station 452+23.64:

Thence with the east line of said Inlot South 00° 24' 05" East 108.00 feet to a point at the northwest corner of the part of Inlot 598 as conveyed to Rita A. Kiser by instrument as recorded in Deed Book 694, page 145, reference a 5/8" Iron Pin found (Cozatt) bearing North 06° 43' 24" East 0.11 feet, said point being 10.52 feet right of Station 451+15.63 and the TRUE POINT OF BEGINNING;
Parcel 15-E1

Thence continuing with the east line of Inlot 597 South 00° 24' 05" East 92.75 feet to an Iron Pin set at the southeast corner of the part of said Inlot conveyed to Grantor, being in the north line of a 14.00 feet wide alley and 56.49 feet right of Station 450+35.07;

Thence with the south line of Grantor's part of Inlot 597 and said north right of way line South 89° 52' 02" West 52.05 feet to a 5/8" Iron Pin found (Cozatt), 10.39 feet right of Station 450+08.16;

Thence with the new easement line for the Commercial Street Bikepath through said Inlot 597, North 28° 57' 44" East 106.15 feet to the TRUE POINT OF BEGINNING, containing 0.055 acres (2414 SF), more or less, subject to all legal easements and restrictions of record.

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Iron Pins referred to as “set” shall be 5/8" by 30" reinforcing rod set by LJB Inc. with cap stamped "LJB INC."

Evidence of occupation supports the monumentation found in the field and the property lines recited in this description.

Grantor claims title by instrument as recorded in Deed Book 691, page 936, Miami County Recorder's Office.

The 0.055 acres of the above described area is contained within Miami County Auditor's Permanent Parcel Number N44-250606, of which the present road right of way occupies 0.000 acres, more or less.

Description prepared by:

LJB Inc.

By: _______________________________ Date: __/__/16
Harry G. Herbst III, Ohio P.S. #6596
EXHIBIT A

PARCEL 15-E2-
MIA-BIKEPATH CONNECTIONS
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
CITY OF PIQUA, MIAMI COUNTY, OHIO

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns,
reserves all existing rights of ingress and egress to and from any residual area (as used herein,
the expression "Grantor/Owner" includes the plural, and words in the masculine include the
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[Surveyor's description of the premises follows]

PARCEL 15-E2

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particularly bounded and described, with stations and offsets referenced to the centerline of the
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Sycamore Street, 16.13 feet left of Station 452+23.64;

Thence with the north line of said Inlot 598 and the south line of said vacated Sycamore
Street North 89° 42' 40" East 26.13 feet to an Iron Pin set in the new east easement line of
the Commercial Street Bikepath, 10.00 feet right of Station 452+23.77, said pin being the
TRUE POINT OF BEGINNING;
EXHIBIT A

Parcel 15-E2

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Thence with said line South 89° 52' 02" West 33.11 feet to the northwest corner of said part Inlot, reference a 5/8" Iron Pin found (Cozzatt) bearing North 06° 43' 24" East 0.11 feet, said point being in the west line of said Inlot 598 and the east line of said new easement for the Commercial Street Bikepath, 10.52 feet right of Station 451+15.63;

Thence with said easement line through said Inlot for the following three courses:

1. North 28° 00' 30" East 24.09 feet to an Iron Pin set 10.00 feet right of Station 451+39.49;

2. Along the arc of a curve to the left 58.66 feet, said arc having a radius of 120.01 feet, a central angle of 28° 00' 30" and a chord bearing North 14° 00' 15" East 58.08 feet to an Iron Pin set 10.00 feet right of Station 451+93.27;

3. North 00° 00' 00" West 30.50 feet to the TRUE POINT OF BEGINNING, containing 0.168 acres, (7328 SF), more or less, subject to all legal easements and restrictions of record.

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The 0.168 acres of the above described area is contained within Miami County Auditor's Permanent Parcel Number N44-250606, of which the present road right of way occupies 0.000 acres, more or less.

Description prepared by:

LJB Inc.

By: Harry G. Herbst III, Ohio P.S. #6596

Date: 4/14/16
RESOLUTION NO. R-66-16

A RESOLUTION REQUESTING AUTHORIZATION TO ACQUIRE A PERMANENT AND TEMPORARY EASEMENT LOCATED ON WOOD STREET, PART OF MIAMI COUNTY CURRENT TAX PARCEL NO. N44-250563 BEING OWNED BY TRANSFORMED LIFE CHURCH

WHEREAS, the City of Piqua desires to complete the Gamsey Street/Commercial Street Corridor Neighborhood Connector Project; and

WHEREAS, it will be necessary to acquire both permanent and temporary easements for this project; and

WHEREAS, the City of Piqua is responsible for 100% of the cost of right-of-way acquisition on the Gamsey Street/Commercial Street Corridor Neighborhood Connector Project, in accordance with its agreement with ODOT; and

WHEREAS, the value of the property has been established in strict conformance with federal highway administration guidelines; and

WHEREAS, the property owner has agreed to the purchase price for the easements and is willing to execute any necessary documents for the purchase.

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

SEC. 1: The City Manager is hereby authorized to enter into a contract to acquire a permanent and temporary easement as described in Exhibit A located on Wood Street, being part of Parcel No. N44-250563 from Transformed Life Church. The easements will be recorded with the Miami County Recorder as a public record.

SEC. 2: The Finance Director certifies funds are available and is hereby authorized to draw her warrants from time to time on the appropriate account of the city treasury in payment according to contract terms, with said funds being available, in an amount not exceeding a total of $5,384.

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

KATHRYN B. HINDS, MAYOR

PASSED: _______________________

ATTEST: _______________________

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

<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>May 3, 2016</th>
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<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A Resolution requesting authorization to purchase the real property located on Wood Street, part of Miami County Current Tax Parcel No. N44-250606, being owned by Transformed Life Church. A Resolution requesting authorization to acquire a temporary and permanent easement located on Wood Street, part of Miami County Current Tax Parcel No. N44-250563 being owned by Transformed Life Church. A Resolution requesting authorization to acquire a temporary and permanent easement located on Wood Street, part of Miami County Current Tax Parcel No. N44-250606 and N44-250564 being owned by Transformed Life Church</td>
</tr>
<tr>
<td>SUBMITTED BY</td>
<td>Name &amp; Title: Amy L. Havenar, City Engineer Department: Engineering</td>
</tr>
<tr>
<td>AGENDA CLASSIFICATION</td>
<td>□ Consent</td>
</tr>
<tr>
<td>APPROVALS/REVIEWS</td>
<td>☒ City Manager</td>
</tr>
<tr>
<td></td>
<td>☐ Asst. City Manager/Development</td>
</tr>
<tr>
<td></td>
<td>☐ Department Director</td>
</tr>
<tr>
<td></td>
<td>☐ Other:</td>
</tr>
<tr>
<td>BACKGROUND</td>
<td>As a part of the Garnsey Street/Commercial Street Corridor Neighborhood Connector Project, the City of Piqua and our Right-of-Way Consultant have been working with Pastor Brian Hamilton with Transformed Life Church, regarding the acquisition of an easement for the proposed multi-use path. It became evident during the right-of-way process that while the City only needed to secure a piece of property from the Church, that piece would essentially create multiple other “unusable” pieces of property that would be of little benefit to the church due to the configuration and the size once the multi-use path was completed. As part of the right-of-way process, the appraisal takes into account the damages done to the entire property as a result of the proposed take area. Therefore, while the negotiations started with only acquiring the necessary temporary and permanent easements needed for the Garnsey Street/Commercial Street Corridor Neighborhood Connector Project, it became evident that the City would need to pay additional compensation to the Church for the damage to the residual property. After discussions with the Church, it was decided that it would be in the best interest of the City to purchase the remaining pieces of property from the Church that were going to be affected in value by this project.</td>
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| **BUDGETING AND FINANCIAL IMPACT**  
(Includes project costs and funding sources) |
<table>
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<tbody>
<tr>
<td><strong>Budgeted $:</strong></td>
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<tr>
<td><strong>Expenditure $:</strong></td>
</tr>
<tr>
<td><strong>Source of Funds:</strong></td>
</tr>
<tr>
<td><strong>Narrative:</strong></td>
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</table>

| **OPTIONS**  
(Include Deny /Approval Option) |
<table>
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<td>1. Approve the Resolutions to acquire the easements and to purchase the real property located along Wood Street.</td>
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<td>2. Do not approve the resolution and do not complete the Garnsey Street/Commercial Street Corridor Neighborhood Connector Project.</td>
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<th><strong>PROJECT TIMELINE</strong></th>
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<td>The project construction is scheduled for the spring of 2017.</td>
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<th><strong>STAFF RECOMMENDATION</strong></th>
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<th><strong>ATTACHMENTS</strong></th>
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<tbody>
<tr>
<td>Easement Documents and Purchase Contract</td>
</tr>
</tbody>
</table>
EXHIBIT A

EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT: Church of Jesus, NKA Transformed Life Church, the Grantor herein, in consideration of the sum of $2,500, to be paid by City of Piqua, Ohio, the Grantee herein, does hereby grant, bargain, sell, convey and release to said Grantee, its successors and assigns forever, an easement, which is more particularly described in Exhibit A attached hereto, within the following described real estate:

PARCEL(S): 13-SH
MIA – Bikepath Connections

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

Miami County Current Tax Parcel No. N44-250563
Prior Instrument Reference: Deed Book 703 Page 243, Miami County Recorder’s Office.

And the said Grantor, for itself and its successors and assigns, hereby covenants with the said Grantee, its successors and assigns, that it is the true and lawful owner of said premises, and lawfully seized of the same in fee simple, and has good right and full power to grant, bargain, sell, convey and release the same in the manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable; and that Grantor will warrant and defend the same against all claims of all persons whomsoever.

The property conveyed herein is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.
In the event that the Grantee decides not to use the property conveyed herein for the above-stated purpose, the Grantor has a right under Section 163.211 of the Revised Code to repurchase the property for its fair market value as determined by an independent appraisal made by an appraiser chosen by agreement of the parties or, if the parties cannot agree, an appraiser chosen by an appropriate court. However, this right to repurchase will be extinguished if any of the following occur: (A) Grantor declines to repurchase the property; (B) Grantor fails to repurchase the property within sixty days after Grantee offers the property for repurchase; (C) Grantee grants or transfers the property to any other person or agency; or (D) Five years have passed since the property was appropriated or acquired by Grantee.

In Witness Whereof Church of Jesus, NKA Transformed Life Church has caused its name to be subscribed by Brian Hamilton, its duly authorized Pastor, and its duly authorized agent on the 26th day of April, 2016.

Church of Jesus, NKA Transformed Life Church

By: Brian Hamilton

Its: Pastor

State Of Ohio, County Of Miami ss:

Be it Remembered, that on the 26th day of April, 2016, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Brian Hamilton, who acknowledged being the Pastor and duly authorized agent of Church of Jesus, NKA Transformed Life Church, and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity.
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

GREGY GRAHAM  
NOTARY PUBLIC  
STATE OF OHIO  
My Commission Expires  
August 6, 2018

This document was prepared by: City of Piqua
EXHIBIT A

PARCEL 13-SH
MIA-BIKEPATH CONNECTIONS
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
CITY OF PIQUA, MIAMI COUNTY, OHIO

An exclusive perpetual easement for public highway and road purposes, including, but not limited to any utility construction, relocation and/or utility maintenance work deemed appropriate by the City Of Piqua, Miami County, Ohio, its successors and assigns forever.

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situates in the southeast section of the City of Piqua, Miami County, State of Ohio, being part of Inlot 597 as conveyed to the Church of Jesus, NKA Transformed Life Church, by instrument as recorded in Deed Book 703, page 243 of the deed records of said county, and being more particularly bounded and described, with stations and offsets referenced to the centerline of the South Main Street Bikepath as shown on the Centerline Plat of MIA-BIKEPATH CONNECTIONS and recorded in Plat Book 25, Page 71 of the plat records of said county, as follows:

Beginning for reference at the southwest corner of said Inlot 597, being in the north right of way line of Wood St. (49.5'), and 35.15 feet left of Station 447+88.79;

Thence with the south line of said Inlot, being said north right of way line, South 89°55'15" East 25.16 feet to a point 10.00 feet left of Station 447+88.42, said point being the TRUE POINT OF BEGINNING;

Parcel 13-SH

Thence along a new line through said Inlot North 00°45'45" West 175.72 feet to a point 10.00 feet left of Station 449+64.14;
Parcel 13-SH cont'd

Thence continuing along a new line through said Inlot along the arc of a curve to the right 25.27 feet, said arc having a radius of 120.01 feet, a central angle of 12° 93' 54" and a chord bearing North 05° 16' 13" East 25.22 feet to a point in the south line of a 14.00 feet wide alley, 10.00 feet left of Station 449+87.31;

Thence with the south line of said alley North 89° 52' 02" East 22.57 feet to a 5/8" Iron pin found "Cozatt" in the east line of said part of Inlot 597, being in the west line of a triangular shaped parcel of land as conveyed to the City of Piqua by instrument as recorded in Deed Book 66, page 285, 12.02 feet right of Station 449+92.33;

Thence with the common division line of said parts of Inlot 597 South 00° 24' 03" East, being the west line of said triangular shaped parcel for 93.00 feet and thence the west line of the part of Inlot 597 conveyed to Billie Jo Yount and John D. Bowser, Jr. by instrument as recorded in Official Record 188, page 888, for a total distance of 200.91 feet to a point in the south line of said Inlot, being the north right of way line of said Wood Street, 13.95 feet right of Station 447+88.07;

Thence with said lines North 89° 55' 15" West 23.95 feet to the TRUE POINT OF BEGINNING, containing 0.113 acres (4916 SF), more or less, subject to all legal easements and restrictions of record.

The above described 0.113 acres, more or less, is contained within Inlot 579.

This description is based upon a field survey performed in March, 2012 by LJB Inc. under contract to the City of Piqua, Ohio, with bearings based upon the Ohio State Plane Coordinate System, South Zone, NAD 83, 1996 adjustment, by GPS utilizing ODOT VRS.

Iron Pins referred to as "set" shall be 5/8" by 30" reinforcing rod set by LJB Inc. with cap stamped "LJB INC.".

Evidence of occupation supports the monumentation found in the field and the property lines recited in this description.

Grantor claims title by instrument as recorded in Deed Book 703, page 243, Miami County Recorder's Office.
Parcel 13-SH cont'd

0.113 acres of the above described area is contained within Miami County Auditor's Permanent Parcel Number N44-250563, of which the present road right of way occupies 0.000 acres, more or less.

Description prepared by:

LJB Inc.

By: Harry G. Herbst III, Ohio P.S. #6596

Date: 12/23/2015

DESCRIPTION APPROVED MIAMI COUNTY ENGINEER
BY: DATE: 12/24/15
EXHIBIT A

TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT: Church of Jesus, NKA Transformed Life Church, the Grantor herein, in consideration of the sum of $\underline{32,000}$, to be paid by City of Piqua, Ohio, the Grantee herein, do hereby grant, bargain, sell, convey and release to said Grantee, its successors and assigns, a temporary easement to exclusively occupy and use for the purposes mentioned in Exhibit A the following described real estate:

PARCEL(S): 13-T

MIA - Bikepath Connections

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

Miami County Current Tax Parcel No. N44-250563
Prior Instrument Reference: Deed Book 703 Page 243, Miami County Recorder’s Office.

To have and to hold said temporary easement, for the aforesaid purposes and for the anticipated period of time described below, unto the Grantee, its successors and assigns.

The duration of the temporary easement herein granted to the Grantee is 12 months immediately following the date on which the work described above is first commenced by the Grantee, or its duly authorized employees, agents, and contractors.

The temporary easement interest granted herein is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.
IN WITNESS WHEREOF Church of Jesus, NKA Transformed Life Church has caused its name to be subscribed by BRIAN HAMILTON, its duly authorized PASTOR, and it's duly authorized agent on the 26th day of April, 2016.

CHURCH OF JESUS, NKA TRANSFORMED LIFE CHURCH

By: BRIAN HAMILTON
Its: PASTOR

STATE OF OHIO, COUNTY OF MIAMIS SS:

BE IT REMEMBERED, that on the 26th day of April, 2016, before me the subscriber, a Notary Public in and for said state and county, personally came the above named BRIAN HAMILTON, who acknowledged being the PASTOR and duly authorized agent of Church of Jesus, NKA Transformed Life Church, and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity.

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

[Notary Seal]

Notary Public
My Commission expires: 8-06-2018

This document was prepared by: City of Piqua
EXHIBIT A

PARCEL 13-T
MIA-BIKEPATH CONNECTIONS
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
PERFORM GRADING
FOR 12 MONTHS FROM DATE OF ENTRY BY THE
CITY OF PIQUA, MIAMI COUNTY, OHIO

[Surveyor's description of the premises follows]

Situate in the southeast section of the City of Piqua, Miami County, State of Ohio, being part of
Inlot 597 as conveyed to the Church of Jesus, NKA Transformed Life Church, by instrument as
recorded in Deed Book 703, page 243 of the deed records of said county, and being more
particularly bounded and described, with stations and offsets referenced to the centerline of the
South Main Street Bikepath as shown on the Centerline Plat of MIA-BIKEPATH
CONNECTIONS and recorded in Plat Book 25, Page 71 of the plat records of said county, as
follows:

Beginning for reference at the southwest corner of said Inlot 597, being in the north right
of way line of Wood St. (49.5°), and 35.15 feet left of Station 447+88.79;

Thence with the south line of said Inlot, being said north right of way line, South 89° 55'
15" East 17.04 feet to a point 18.11 feet left of Station 447+88.54, said point being the
TRUE POINT OF BEGINNING;

Parcel 13-T

Thence along a new line through said Inlot for the following four courses:

1. North 31° 27' 41" West 11.19 feet to a point 18.25 feet left of Station 447+99.73;
2. North 33° 08' 43" West 50.08 feet to a point 20.33 feet left of Station 448+49.77;
3. North 30° 38' 28" West 100.95 feet to a point 20.12 feet left of Station 449+50.72;
4. North 07° 00' 19" East 38.94 feet to a point in the south line of a 14.00 feet wide
   alley, 17.37 feet left of Station 449+86.02;
EXHIBIT A

Parcel 13-T cont'd

Thence with the south line of said alley North 89° 52' 02" East 7.51 feet to a point in the new west right of way line of Commercial Street, 10.00 feet left of Station 449+87.31;

Thence with said new west right of way line along the arc of a curve to the left 25.27 feet, said arc having a radius of 120.01 feet, a central angle of 12° 03' 54" and a chord bearing South 05° 16' 13" West 25.22 feet to a point 10.00 feet left of Station 449+64.14;

Thence continuing along said line South 00° 45' 45" East 175.72 feet to a point in the south line of said Inlot, being the north right of way line of said Wood Street, 10.00 feet left of Station 447+88.42;

Thence with said lines North 89° 55' 15" West 8.11 feet to the TRUE POINT OF BEGINNING, containing 0.044 acres (1900 SF), more or less, subject to all legal easements and restrictions of record.

The above described 0.044 acres, more or less, is contained within Inlot 597.

This description is based upon a field survey performed in March, 2012 by LJB Inc. under contract to the City of Piqua, Ohio, with bearings based upon the Ohio State Plane Coordinate System, South Zone, NAD 83, 1996 adjustment, by GPS utilizing ODOT VRS.

Iron Pins referred to as "set" shall be 5/8" by 30" reinforcing rod set by LJB Inc. with cap stamped "LJB INC."

Evidence of occupation supports the monumentation found in the field and the property lines recited in this description.

Grantor claims title by instrument as recorded in Deed Book 703, page 243, Miami County Recorder's Office.
EXHIBIT A

Parcel 13-T cont'd

0.044 acres of the above described area is contained within Miami County Auditor's Permanent Parcel Number N44-250563, of which the present road right of way occupies 0.000 acres, more or less.

Description prepared by:

LJB Inc.

By: [Signature]
Harry G. Herbst III, Ohio P.S. #6596

Date: 1/1/2016
RESOLUTION NO. R-67-16

A RESOLUTION REQUESTING AUTHORIZATION TO
ACQUIRE A PERMANENT AND TEMPORARY EASEMENT
LOCATED ON WOOD STREET, PART OF MIAMI COUNTY
CURRENT TAX PARCEL NO. N44-250606 AND N44-250564
BEING OWNED BY TRANSFORMED LIFE CHURCH

WHEREAS, the City of Piqua desires to complete the Gamsey
Street/Commercial Street Corridor Neighborhood Connector Project.; and

WHEREAS, it will be necessary to acquire both permanent and temporary
easements for this project; and

WHEREAS, the City of Piqua is responsible for 100% of the cost of right-of-
way acquisition on the Gamsey Street/Commercial Street Corridor Neighborhood
Connector Project, in accordance with its agreement with ODOT; and

WHEREAS, the value of the property has been established in strict
conformance with federal highway administration guidelines; and

WHEREAS, the property owner has agreed to the purchase price for the
easements and is willing to execute any necessary documents for the purchase.

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

SEC. 1: The City Manager is hereby authorized to enter into a contract
to acquire a permanent and temporary easement as described in Exhibit A located
on Wood Street, being part of Parcel No. N44-250606 and N44-250564 from
Transformed Life Church. The easements will be recorded with the Miami County
Recorder as a public record.

SEC. 2: The Finance Director certifies funds are available and is
hereby authorized to draw her warrants from time to time on the appropriate account
of the city treasury in payment according to contract terms, with said funds being
available, in an amount not exceeding a total of $22,280.

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

KATHRYN B. HINDS, MAYOR

PASSED: __________________________

ATTEST:
REBECCA J. COOL
CLERK OF COMMISSION
<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>May 3, 2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A Resolution requesting authorization to purchase the real property located on Wood Street, part of Miami County Current Tax Parcel No. N44-250606, being owned by Transformed Life Church. A Resolution requesting authorization to acquire a temporary and permanent easement located on Wood Street, part of Miami County Current Tax Parcel No. N44-250563 being owned by Transformed Life Church. A Resolution requesting authorization to acquire a temporary and permanent easement located on Wood Street, part of Miami County Current Tax Parcel No. N44-250606 and N44-250564 being owned by Transformed Life Church.</td>
</tr>
<tr>
<td>SUBMITTED BY</td>
<td>Name &amp; Title: Amy L. Havenar, City Engineer Department: Engineering</td>
</tr>
<tr>
<td>AGENDA CLASSIFICATION</td>
<td>☑ Consent ☐ Ordinance ☑ Resolution ☐ Regular</td>
</tr>
<tr>
<td>APPROVALS/REVIEWS</td>
<td>☑ City Manager ☐ Asst. City Manager/Finance ☐ Asst. City Manager/Development ☑ Law Director ☐ Department Director ☐ Other:</td>
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<td>BACKGROUND</td>
<td>As a part of the Garnsey Street/Commercial Street Corridor Neighborhood Connector Project, the City of Piqua and our Right-of-Way Consultant have been working with Pastor Brian Hamilton with Transformed Life Church, regarding the acquisition of an easement for the proposed multi-use path. It became evident during the right-of-way process that while the City only needed to secure a piece of property from the Church, that piece would essentially create multiple other “unsuitable” pieces of property that would be of little benefit to the church due to the configuration and the size once the multi-use path was completed. As a part of the right-of-way process, the appraisal takes into account the damages done to the entire property as a result of the proposed take area. Therefore, while the negotiations started with only acquiring the necessary temporary and permanent easements needed for the Garnsey Street/Commercial Street Corridor Neighborhood Connector Project, it became evident that the City would need to pay additional compensation to the Church for the damage to the residual property. After discussions with the Church, it was decided that it would be in the best interest of the City to purchase the remaining pieces of property from the Church that were going to be affected in value by this project.</td>
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| **BUDGETING AND FINANCIAL IMPACT**  
(Include project costs and funding sources) | Budgeted $: | $34,164 |
<table>
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<tbody>
<tr>
<td>Expenditure $:</td>
<td>$34,164</td>
<td></td>
</tr>
<tr>
<td>Source of Funds:</td>
<td>Street Income Tax (103 Fund)</td>
<td></td>
</tr>
<tr>
<td><strong>Narrative:</strong></td>
<td>This money was budgeted for in the 2016 budget. The $34,164 is for the acquiring of the permanent easements, the temporary easements, and the purchase of property.</td>
<td></td>
</tr>
</tbody>
</table>

| **OPTIONS**  
(Include Deny /Approval Option) | 1. Approve the Resolutions to acquire the easements and to purchase the real property located along Wood Street. |
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EXHIBIT A

TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT: Church of Jesus, NKA Transformed Life Church, the Grantor herein, in consideration of the sum of $250.00, to be paid by City of Piqua, Ohio, the Grantee herein, do hereby grant, bargain, sell, convey and release to said Grantee, its successors and assigns, a temporary easement to exclusively occupy and use for the purposes mentioned in Exhibit A the following described real estate:

PARCEL(S): 15-T
MIA - Bikepath Connections

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

Miami County Current Tax Parcel Nos. N44-250606 and N44-250564
Prior Instrument References: Deed Book 703 Page 243 and Deed Book 691 Page 936, Miami County Recorder’s Office.

To have and to hold said temporary easement, for the aforesaid purposes and for the anticipated period of time described below, unto the Grantee, its successors and assigns.

The duration of the temporary easement herein granted to the Grantee is 12 months immediately following the date on which the work described above is first commenced by the Grantee, or its duly authorized employees, agents, and contractors.

The temporary easement interest granted herein is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.
IN WITNESS WHEREOF Church of Jesus, NKA Transformed Life Church has caused its name to be subscribed by BRIAN HAMILTON, its duly authorized PASTOR, and its duly authorized agent on the 26th day of April, 2016.

CHURCH OF JESUS, NKA TRANSFORMED LIFE CHURCH

By:  

Brian Hamilton

Its:  
PASTOR

STATE OF OHIO, COUNTY OF MIAMI ss:

BE IT REMEMBERED, that on the 26th day of April, 2016, before me the subscriber, a Notary Public in and for said state and county, personally came the above named BRIAN HAMILTON, who acknowledged being the PASTOR and duly authorized agent of Church of Jesus, NKA Transformed Life Church, and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity.

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

BRENT GRAHAM
NOTARY PUBLIC
STATE OF OHIO
My Commission Expires: August 6, 2018

This document was prepared by: City of Piqua
Sitatuate in the southeast section of the City of Piqua, Miami County, State of Ohio, being part of Inlots 597 and 598 as conveyed to the Church of Jesus, NKA Transformed Life Church, by instruments as recorded in Deed Book 691, page 936 and Deed Book 703, page 243 of the deed records of said county, and being more particularly bounded and described, with stations and offsets referenced to the centerline of the South Main Street Bikepath as shown on the Centerline Plat of MIA-BIKEPATH CONNECTIONS and recorded in Plat Book 25, Page 71 of the plat records of said county, as follows:

Beginning for reference at the northeast corner of said Inlot 597, being also the northwest corner of said Inlot 598, in the south line of vacated Sycamore Street and 16.13 feet left of Station 452+23.64, said point being the TRUE POINT OF BEGINNING;

Parcel 15-T1

Thence with the north line of said Inlot 598 and said south line of Sycamore Street North 89° 42' 40" East 6.13 feet to a point in the new west easement line of the Commercial Street Bikepath, 10.00 feet left of Station 452+23.67;

Thence with the new west easement line of the Commercial Street Bikepath through said Inlots for the following four courses:

1. South 00° 00' 00" West 30.40 feet to a point 10.00 feet left of Station 451+93.27;

2. Along the arc of a curve to the right 51.16 feet, said arc having a radius of 100.01 feet, a central angle of 29° 18' 41" and a chord bearing South 14° 39' 21" West 50.61 feet to a point 10.00 feet left of Station 451+36.99;
Parcel 15-T1 cont'd

3. South 29° 18' 41" West 115.11 feet to a point 10.00 feet left of Station 450+21.88;

4. Along the arc of a curve to the left 23.22 feet, said arc having a radius of 120.07 feet, a central angle of 11° 05' 01" and a chord bearing South 23° 46' 04" West 23.19 feet to a point in the north line of a 14.00 feet alley, 10.00 feet left of Station 450+00.59;

Thence with the north line of said alley South 89° 52' 02" West 10.34 feet to a point 19.85 feet left of Station 449+97.84;

Thence through said Inlot 597 for the following five courses:

1. North 27° 21' 35" East 56.07 feet to a point 18.67 feet left of Station 450+49.76;

2. Thence North 28° 31' 48" East 50.03 feet to a point 19.36 feet left of Station 450+99.78;

3. Thence North 27° 36' 42" East 47.01 feet to a point 20.21 feet left of Station 451+49.00;

4. Thence North 08° 14' 52" East 43.37 feet to a point 21.16 feet left of Station 452+01.03;

5. Thence North 06° 40' 55" East 22.75 feet to a point in the north line of said Inlot 597 and the south line of vacated Sycamore Street, 18.52 feet left of Station 452+23.62;

Thence with said lines North 89° 42' 40" East 2.39 feet to the TRUE POINT OF BEGINNING, containing 0.049 acres (2149 SF), more or less, subject to all legal easements and restrictions of record.

Of the above 0.049 acres, 0.042 acres, more or less, is contained within Inlot 597, and 0.007 acres, more or less, is contained within Inlot 598.

This description is based upon a field survey performed in March, 2012 by LIB Inc. under contract to the City of Piqua, Ohio, with bearings based upon the Ohio State Plane Coordinate System, South Zone, NAD 83, 1996 adjustment, by GPS utilizing ODOT VRS.
EXHIBIT A

Parcel 15-T1 cont'd

Iron Pins referred to as "set" shall be 5/8" by 30" reinforcing rod set by LJB Inc. with cap stamped "LJB INC."

Evidence of occupation supports the monumentation found in the field and the property lines recited in this description.

Grantor claims title by instrument as recorded in Deed Book 691, page 936 and Deed Book 703, page 243, Miami County Recorder's Office.

0.038 acres of the above described area is contained within Miami County Auditor's Permanent Parcel Number N44-250606 and 0.011 acres of the above described area is contained within Miami County Auditor's Permanent Parcel Number N44-250564, of which the present road right of way occupies 0.000 acres, more or less.

Description prepared by:

LJB Inc.

By: [Signature] Date: 14/1/2016

Harry G. Herbst III, Ohio P.S. #6596
EXHIBIT A

EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT: Church of Jesus, NKA Transformed Life Church, the Grantor herein, in consideration of the sum of $22,030, to be paid by City of Piqua, Ohio, the Grantee herein, does hereby grant, bargain, sell, convey and release to said Grantee, its successors and assigns forever, an easement, which is more particularly described in Exhibit A attached hereto, within the following described real estate:

PARCEL(S): 15-SH
MIA – Bikepath Connections

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

Miami County Current Tax Parcel Nos. N44-250606 and N44-250564
Prior Instrument References: Deed Book 703 Page 243 and Deed Book 691 Page 936, Miami County Recorder’s Office.

And the said Grantor, for itself and its successors and assigns, hereby covenants with the said Grantee, its successors and assigns, that it is the true and lawful owner of said premises, and lawfully seized of the same in fee simple, and has good right and full power to grant, bargain, sell, convey and release the same in the manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable; and that Grantor(s) will warrant and defend the same against all claims of all persons whomsoever.

The property conveyed herein is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.
In the event that the Grantee decides not to use the property conveyed herein for the above-stated purpose, the Grantor has a right under Section 163.211 of the Revised Code to repurchase the property for its fair market value as determined by an independent appraisal made by an appraiser chosen by agreement of the parties or, if the parties cannot agree, an appraiser chosen by an appropriate court. However, this right to repurchase will be extinguished if any of the following occur: (A) Grantor declines to repurchase the property; (B) Grantor fails to repurchase the property within sixty days after Grantee offers the property for repurchase; (C) Grantee grants or transfers the property to any other person or agency; or (D) Five years have passed since the property was appropriated or acquired by Grantee.

LPA ODOT RE 833-1
Rev. 01/2012

In Witness Whereof Church of Jesus, NKA Transformed Life Church has caused its name to be subscribed by BRIAN HAMILTON, its duly authorized PASTOR, and its duly authorized agent on the 26th day of April, 2016.

CHURCH OF JESUS, NKA TRANSFORMED LIFE
CHURCH

By: BRIAN HAMILTON
Its: PASTOR

STATE OF OHIO, COUNTY OF MIAMI SS:

BE IT REMEMBERED, that on the 26th day of April, 2016 before me the subscriber, a Notary Public in and for said state and county, personally came the above named BRIAN HAMILTON, who acknowledged being the PASTOR and duly authorized agent of Church of Jesus, NKA Transformed Life Church, and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity.
EXHIBIT A

LPA RX 871 SH

Ver. Date 12/23/2015

PARCEL 15-8H
MIA-BIKEPATH CONNECTIONS
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
CITY OF PIQUA, MIAMI COUNTY, OHIO

An exclusive perpetual easement for public highway and road purposes, including, but not limited to any utility construction, relocation and/or utility maintenance work deemed appropriate by the City Of Piqua, Miami County, Ohio, its successors and assigns forever.

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression “Grantor/Owner” includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor’s description of the premises follows]

Situate in the southeast section of the City of Piqua, Miami County, State of Ohio, being part of Inlots 597 and 598 as conveyed to the Church of Jesus, NKA Transformed Life Church, by instruments as recorded in Deed Book 691, page 936 and Deed Book 703, page 243 of the deed records of said county, and being more particularly bounded and described, with stations and offsets referenced to the centerline of the South Main Street Bikepath as shown on the Centerline Plat of MIA-BIKEPATH CONNECTIONS and recorded in Plat Book 25, Page 71 of the plat records of said county, as follows:

Beginning for reference at the northeast corner of said Inlot 597, being also the northwest corner of said Inlot 598, in the south line of vacated Sycamore Street and 16.13 feet left of Station 452+23.64;

Thence with the north line of said Inlot 598 and the south line of said Sycamore Street North 89° 42' 40" East 6.13 feet to a point in the new west easement line for the Commercial Street Bikepath, 10.00 feet left of Station 452+23.67, said point being the TRUE POINT OF BEGINNING;
Parcel 15-SH

Thence continuing with the north line of said Inlot 598 and the south line of said Sycamore Street North 89° 42' 40" East 20.00 feet to a point in the new east easement line for Commercial Street Bikeway, 10.00 feet right of Station 452+23.77;

Thence with said new east easement line through said Inlot 598 for the following three courses:

1. South 00° 00' 00" West 30.50 feet to a point 10.00 feet right of Station 451+93.27;

2. Along the arc of a curve to the right 58.66 feet, said arc having a radius of 120.01 feet, a central angle of 28° 00' 30" and a chord bearing South 14° 00' 15" West 58.08 feet to a point 10.00 feet right of Station 451+39.49;

3. South 28° 00' 30" West 24.09 feet to the southwest corner of the part of Inlot 598 conveyed by said instrument as recorded in Deed Book 691, page 936, said corner being 10.52 feet right of Station 451+15.63, reference a 5/8" Iron pin found "Cozatt" bearing North 6° 43' 24" East 0.11 feet;

Thence continuing along said new east easement line through said Inlot 597 South 28° 57' 44" West 106.15 feet to a 5/8" Iron pin, "Cozatt", found in the north line of a 14.00 feet wide alley, 10.39 feet right of Station 450+08.16;

Thence with the north line of said alley South 89° 52' 02" West 21.73 feet to a point in said new west easement line of Commercial Street Bikeway, 10.00 feet left of Station 450+00.59;

Thence with said new west easement line through said Inlots for the following four courses:

1. Along the arc of a curve to the right 23.22 feet, said arc having a radius of 120.01 feet, a central angle of 11° 05' 16" and a chord bearing North 23° 46' 04" East 23.19 feet to a point 10.00 feet left of Station 450+21.88;

2. North 29° 18' 41" East 115.11 feet to a point 10.00 feet left of Station 451+36.99;

3. Along the arc of a curve to the left 51.16 feet, said arc having a radius of 100.01 feet, a central angle of 29° 18' 41" and a chord bearing North 14° 39' 21" East 50.61 feet to a point 10.00 feet left of Station 451+93.27;
EXHIBIT A

Parcel 15-SH cont'd

4. N.wth 00° 00' 00" East 30.40 feet to the TRUE POINT OF BEGINNING, containing 0.103 acres (4488 SF), more or less, subject to all legal easements and restrictions of record.

Of the above 0.103 acres, 0.062 acres, more or less, is contained within Inlot 597, and 0.041 acres, more or less, is contained within Inlot 598.

This description is based upon a field survey performed in March, 2012 by LJB Inc. under contract to the City of Piqua, Ohio, with bearings based upon the Ohio State Plane Coordinate System, South Zone, NAD 83, 1996 adjustment, by GPS utilizing ODOT VRS.

Iron Pins referred to as "set" shall be 5/8" by 30" reinforcing rod set by LJB Inc. with cap stamped "LJB INC."

Evidence of occupation supports the monumentation found in the field and the property lines recited in this description.

Grantor claims title by instrument as recorded in Deed Book 691, page 936 and Deed Book 703, page 243, Miami County Recorder's Office.

0.091 acres of the above described area is contained within Miami County Auditor's Permanent Parcel Number N44-250606 and 0.012 acres of the above described area is contained within Miami County Auditor's Permanent Parcel Number N44-230564, of which the present road right of way occupies 0.000 acres, more or less.

Description prepared by:

LJB Inc.

By: Harry G. Herbst III, Ohio P.S. #6596
Date: 12/23/2015

STATE OF OHIO

HARRY G.

HERBST III

S-6596

DESCRIPTION APPROVED
MIAMI COUNTY ENGINEER

BY DATE 12/24/16