REGULAR PIQUA CITY COMMISSION MEETING
TUESDAY, FEBRUARY 7, 2017
7:30 PM
COMMISSION CHAMBER – 2nd FLOOR
201 WEST WATER STREET
PIQUA, OHIO 45356

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

ANNOUNCEMENTS

PROCLAMATION-HONORING VETERANS & SAMUEL F. PEARSON

REGULAR CITY COMMISSION MEETING

CONSENT AGENDA

1. APPROVAL OF MINUTES
   Approval of the minutes from the January 17, 2017 Regular City Commission Meeting

2. RES. NO. R-16-17
   A Resolution of Appreciation for the public service of Kevin O'Reilly as a City Employee

OLD BUSINESS

3. ORD. NO. 1-17 (2nd Reading)
   An Ordinance to vacate a portion of Public Right-of-Way

NEW BUSINESS

4. RES. NO. R-17-17
   A Resolution authorizing a three year lease with the Piqua Adult Softball League

5. RES. NO. R-18-17
   A Resolution authorizing a three year lease with Piqua Braves Youth Baseball

6. RES. NO R-19-17
   A Resolution authorizing a purchase order to Baker Vehicle Systems Inc. for the purchase of a large area rotary mower for Echo Hills Golf Course

7. RES. NO.R-20-17
   A Resolution authorizing the City Manager to enter into a Right of Entry Indemnity Agreement with CSX Transportation, Inc. for the painting of the CSX Railroad Bridge over US Route 36

8. RES. NO. R-21-17
   A Resolution authorizing the City Manager to enter into a contract with the Fishel Company to provide Fiber Installation, Splicing, Termination and Testing for the City
9. RES. NO. R-22-17
   A Resolution authorizing the City Manager to enter into a Collective Bargaining Agreement with the
   American Federation of State, County and Municipal Workers, Inc. (AFSCME), Ohio Council 8,
   Local 984 (Clerical)

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

CITY MANAGER'S REPORT

COMMISSIONERS COMMENT

ADJOURNMENT TO EXECUTIVE SESSION

EXECUTIVE SESSION
a. To consider confidential information related to economic development as further defined by Ohio Revised Code
   Section 121.22 (G) (8), specifically to discuss confidential information related to the negotiations with another
   political subdivision respecting a request for economic development assistance provided or administered
   under Revised Code Chapter 1724 and that the Executive Session is necessary to protect the interests of the
   applicant or the possible investment or expenditure of public funds to be made in connection with the economic
   development project.

ADJOURNMENT
PROCLAMATION

WHEREAS, on Friday, February 17, 2017 Piqua High School’s F.O.R. Club and Student-Athlete Leadership Team will host a “Green Out” event honoring military veterans, specifically honoring Piqua’s Samuel F. Pearson; and

WHEREAS, this event will be held at the Piqua High School-Garbry Gymnasium, 1 Indian Trail on February 17th beginning at 7:30 PM with the Piqua versus Troy Varsity Basketball Game; and

WHEREAS, Veterans are encouraged to attend this event as they will be honored for their service and all Veterans will receive free admission into the event; and

WHEREAS, all proceeds from the “Green Out” event will go towards the Samuel F. Pearson Memorial Scholarship fund; and

WHEREAS, Corporal Samuel F. Pearson, son of Randy and Carolyn Pearson, was a 1998 Piqua High School graduate and a core athlete in football, basketball, track & field; and

WHEREAS, because of Sam’s dedication to education he earned a Bachelor’s degree in Economics in 2003 from Otterbein University; and

WHEREAS, with a desire to serve his country, Sam enlisted into the United States Army in 2006; and

WHEREAS, in August of 2007 Sam actively served as a member of the Finance Corp. at which time his young life was taken by a rocket attack at Camp Liberty in Baghdad, Iraq on October 10, 2007; and

WHEREAS, following this devastating tragedy, the Samuel F. Pearson Memorial Scholarship was founded to honor and to always remember Sam Pearson; and

WHEREAS, Samuel F. Pearson will never be forgotten, he will always be remembered for his dedication to everything he did, and for his love of his family and of our country.

NOW, THEREFORE, I Kathryn B. Hinds, Mayor of the City of Piqua, Ohio, do hereby proclaim Friday, February 17, 2017 as:

GREEN OUT DAY HONORING OUR MILITARY VETERANS AND SAMUEL F. PEARSON DAY

in the City of Piqua: and urge all citizens to honor all of our Veterans and Samuel F. Pearson each and every day.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of Piqua, Ohio, this 7th day of February 2017.

KATHRYN B. HINDS, MAYOR
MINUTES
PIQUA CITY COMMISSION
Tuesday, January 17, 2017 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 Terry, Wilson, Vogt, and Martin. Absent: None. Motion carried unanimously.

Consent Agenda

Approval of Minutes
Approval of the minutes from the January 3, 2017 Regular Piqua City Commission Meeting.

RES. NO. R-8-17
A Resolution reappointing Julia (Judy) Terry to the Grow Piqua Now Board

RES. NO. R-9-17
A Resolution reappointing a member to the Miami Valley Regional Planning Commission

RES. NO. R-10-17
A Resolution reappointing an alternate member to the Miami Valley Regional Planning Commission

RES. NO. R-11-17
A Resolution reappointing an alternate member to the Miami Valley Regional Planning Commission


OLD BUSINESS

ORD. No. 19-16 (3rd Reading)
An Ordinance amending Sections 53.01 and 53.07 of the Piqua Code, relating to water rates and new service

Cynthia Holtzapple, Assistant City Manager/Finance Director provided the Staff Report.

The water rates will increase by 10 percent for each new year beginning with 2017 and ending in 2020. The average monthly water rate for residential homes with 4 people will increase from $61.88 to $68.07, for a small commercial business it will increase from $137.15 to $147.09, and for an industrial business the increase will be from $2041.63 to $2245.16, stated Ms. Holtzapple.

Public Comment

Chuck Starrett, Demming Rd. came forward and voiced his concern over the rate increase at this time. Mr. Starrett stated the city has lost industries, there has been no growth, and the schools are hurting, he feels the city is overspending and asked that the Ordinance No. 19-16 be tabled at this time.

Brad Boehringer, Mound Street, came forward and voiced his concern over the rising cost of his utilities.

Kathy Sherman, White Tail Drive, came forward and voiced her support of Ordinance No. 19-16 and provided additional information.
Kris Lee, High Street, came forward and voiced his concern over raising the rates at this time stating he is worried about some of the residents not being able to pay their bills.

A Caldwell Street resident came forward and voiced her concern over the raising of the water rates at this time.

Commissioner Vogt asked Bob Yoxthimer, of CDM Smith, to come forward and provide additional information. Mr. Yoxthimer has been working on the project from the beginning, and provided additional insight.

Commissioners asked several questions, and City Manager Huff also provided additional information. Commissioner Martin stated, Middletown is having a bigger problem to, but you can't fight the EPA.

Mayor Hinds stated we do not want to raise the rates but we have to, we think about our citizens and the decision is not an easy one.


ORD. NO. 20-16 (3rd Reading)
An Ordinance amending Sections 51.46 and 51.81 of the Piqua Code, relating to Wastewater rates and new service

Cynthia Holtzapple, Assistant City Manager/Finance Director provided the Staff Report. The previous combined cost for the total base charge of $9.66 for the first 1000 gallons per month will increase to $16.67 in October of 2017 and to $20.00 in 2018. After the first 1000 gallons, the volume charge per 100 gallons will increase from the combined cost of $3.05 to $5.27 in October of 2017 and $6.32 in 2018. We are in the same situation that many other communities are in, stated Ms. Holtzapple.

City Manager Huff also provided additional information regarding the need for the rate increase including a timeline of the EPA requirements.

Commissioners asked several questions regarding the EPA regulations and the impact on the city.

Public Comment

Dave Davis, Nicklin Avenue, former Wastewater Plant Superintendent came forward and provided additional background information regarding the need for the rate increase.

Kathy Sherman White Tail Drive, came forward and thanked the City Commission for their work and provided additional information on why this needs to be done at this time. We are at the mercy of the EPA, stated Ms. Sherman.

Commissioner Wilson asked if an analysis could be done. Ms. Holtzapple explained.

Mayor Hinds stated, we hate to raise the rates but we need to at this time. It is not easy and our hands are tied.

NEW BUSINESS

Ord. No. 1-17 (1st Reading)
An Ordinance to vacate a portion of Public Right-of-Way

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

A petition requesting the vacation of a portion of platted right of way known as an alley located north of South Street and west of College Street, has been submitted for consideration. The Planning Commission conducted a public hearing and recommended approving the request to vacate the portion of public right of way at this time.

Public Comment

No one came forward to speak for or against Ordinance 1-17 at this time.

Ordinance No. 1-17 was given a first reading.

RES. NO. R-12-17

A Resolution authorizing a purchase order to Valley Asphalt Corp, as the primary supplier, and Barrett Paving Material Inc. as the secondary supplier of hot mix for the 2017 Street and Alley Maintenance Program

Doug Harter, Public Works Director provided the Staff Report.

In December of 2016, the Purchasing Analyst went out for bids sending specification to several companies, and bids were received on January 5, 2017.

In the past the city has purchased asphalt from both Valley Asphalt and Barrett Paving depending on who had the mix available that is needed at any given time. The city uses more 404 asphalt than 402 and Valley Asphalt is also a little less expensive on this type. Therefore, the city would like to issue a Purchase Order to both Barrett Paving and Valley Asphalt for the purchase of 402 and 404 asphalt to ensure that asphalt will be available to the City when it is needed.

Public Comment

No one came forward to speak for or against Resolution No. R-12-17

Moved by Commissioner Terry, seconded by Commissioner Wilson, that Resolution No. R-12-17 be adopted. Roll call, Aye: Terry, Vogt, Wilson, Martin, and Hinds. Nay: None. Motion carried unanimously. Mayor Hinds declared Resolution No. R-12-17 adopted.

RES. NO. R-13-17

A Resolution authorizing a purchase order to Piqua Materials Inc. as the supplier of stone cold patch for the 2017 Street and Alley Maintenance Program

Doug Harter, Public Works Director, provided the Staff Report.

In December of 2016, the Purchasing Analyst went out for bids for asphalt sending specification to several companies, and bids were received on January 5, 2017.

Unfortunately, the Barrett Paving plant is located in Moraine and is too far to drive to pick up the cold patch we need. The recommendation is to purchase all stone and cold patch from Piqua Materials due to close proximity of their plant to our work area and this will increase efficiency.
**Public Comment:**

No one came forward to speak for or against Resolution No. R-13-17.


**RES. NO. R-14-17**

A Resolution authorizing the purchase of 625 S. Main Street, Parcel No. N44-250265

City Manager Huff provided the Staff Report.

The Piqua City School District demolished the former Bennett Intermediate Elementary School building and now has a vacant site. The Piqua City School Board approved a Resolution stating they no longer need the site for any purposes. The Piqua City School is permitted to sell the property by Quit Claim Deed for $1.00 to the City of Piqua. The property borders the riverfront where the City has been in the planning phases of developing the property along the riverfront and the acquisition of the property serves the needs of the City of Piqua, stated City Manager Huff.

**PUBLIC COMMENT**

No one came forward to speak for or against Resolution No. R-14-17 at this time.


**RES. NO. R-15-17**

A Resolution extending a moratorium for a period of one hundred and eighty days on the granting of any permit allowing retail dispensaries, cultivators, or processors of medical marijuana within the City of Piqua, Ohio and declaring an emergency

Stacy Wall, Law Director, provided the Staff Report.

House Bill 523 became effective on September 8, 2016 but the rules have not been accepted. Revised Code Section, 3796.29 allows municipalities to prohibit and/or limit the location of retail dispensaries, cultivators, and processors of medical marijuana within corporate limits. The City approved a moratorium on August 2, 2016 on the granting of permits, and would like to extend it for one hundred and eighty more days to allow the City time to accomplish the goals, and provide the State of Ohio time to adopt further regulations. The Planning Commission is also reviewing the issue at this time, stated Ms. Wall.

Commissioners asked several questions regarding the moratorium. Ms. Wall and Justin Sommer provided additional information on the issue. All were in agreement to extend the moratorium at this time.

**PUBLIC COMMENT**

No one came forward to speak for or against Resolution No. R-15-17 at this time.


**PUBLIC COMMENT**

No one came forward to speak at this time.
City Manager's Report

City Manager Huffman stated the WOTVC Board is transitioning operations of the WOTVC Piqua Channel 5 to the Piqua School System, and they hope to have it fully operational as soon as possible. Please bear with us during this transition.

The Piqua 4th of July Association is donating their remaining proceeds from previous 4th of July events ($12,000) equally to the Police, Fire and Parks Departments.

Commissioners Comments

Mayor Hinds stated she appreciates the public coming to speak, and she knows it is not an easy thing to do. We appreciate the public sharing their thoughts and concerns with the Commission.

Mayor Hinds further stated she appreciates the City Staff, and the good work they do in putting all this information together, it is very much appreciated.

Adjournment to Executive Session

Moved by Commissioner Vogt, seconded by Commissioner Martin, to adjourn into Executive Session at 8:58 P.M. to consider pending or imminent litigation. Roll call vote: Aye, Terry, Hinds, Wilson, Vogt, and Martin.

Moved by Commissioner Martin, seconded by Commissioner Vogt to adjourn from the Executive Session at 10:22 P.M. Voice vote, Aye: Terry, Hinds, Wilson, Vogt, and Martin. Nay, None.

Moved by Commissioner Martin, seconded by Commissioner Wilson, to adjourn from the Regular Commission Meeting at 10:23 P.M. Voice vote, Aye: Martin, Wilson, Terry, Vogt, and Hinds. Nay, None.

___________________________
KATHRYN B. HINDS, MAYOR

PASSED: ______________________

ATTEST: ______________________
REBECCA J. COOL
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by ________________________
seconded by____________________ and on roll call the following vote ensued:

Mayor Kathryn B. Hinds
Commissioner John Martin
Commissioner William Vogt
Commissioner Joseph Wilson
Commissioner Judy Terry
RESOLUTION NO. R-16-17

A RESOLUTION OF APPRECIATION FOR THE PUBLIC SERVICE OF KEVIN R. O’REILLY AS A CITY EMPLOYEE

WHEREAS, Kevin R. O’Reilly has retired as Police Officer with the Police Department; and

WHEREAS, his retirement follows over 25 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 Kevin R. O’Reilly as Police Officer with the Police Department, this Commission tenders its unanimous and respectful tribute by this Resolution, which shall be a matter of public and permanent record.

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

KATHRYN B. HINDS, MAYOR

PASSED: _______________________

ATTEST: _______________________

REBECCA J. COOL
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by ___________________
seconded by ___________________ and on roll call the following vote ensued:

Mayor Kathryn B. Hinds
Commissioner John Martin
Commissioner William Vogt
Commissioner Joseph Wilson
Commissioner Judy Terry
ORDINANCE NO. 1-17

AN ORDINANCE TO VACATE A PORTION OF PUBLIC RIGHT-OF-WAY

WHEREAS, pursuant to Piqua Charter Section 98, the City Commission adopted Resolution No. R-140-16 declaring its intent to vacate a portion of public right of way known as an alley located north of South Street and west of College Street, as shown in Exhibit "A" attached hereto; and,

WHEREAS, a notice of the declaration of intent to vacate the subject right of way was served to the abutting property owners and published in the local newspaper; and

WHEREAS, the notice of the declaration of intent stated the time and place at which objections could be presented before the Planning Commission; and

WHEREAS, the Planning Commission met in open session and took public comment regarding the proposed public right of way vacation; and

WHEREAS, the Planning Commission after hearing the item and considering the public comments and information provided, recommended approving the vacation of a portion public right of way known as an alley located north of South Street and west of College Street, as shown in Exhibit "A" attached hereto; and

WHEREAS, pursuant to Piqua Charter Section 98, vacation of public right of way must be adopted by Ordinance by this Commission.

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

SEC. 1: This Commission hereby takes the action necessary to authorize and approve the vacation of a portion public right of way known as an alley located north of South Street and west of College Street, as shown in Exhibit "A" attached hereto.

SEC. 2: The City Manager shall cause the affected portion of right of way to be vacated and all appropriate and necessary legal instruments supporting such action to be properly recorded.
SEC. 3: This Ordinance shall take precedent over all prior Ordinances or Resolutions pertaining to the affected portion of the subject public right of way.

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

1st Reading 1-17-17

KATHRYN B. HINDS, MAYOR

PASSED: ____________________________

ATTEST: ____________________________

REBECCA J. COOL

CLERK OF COMMISSION

The Motion to adopt the foregoing Ordinance was offered by________________________
seconded by______________________ and on roll call the following vote ensued:

Mayor Kathryn B. Hinds
Commissioner John Martin
Commissioner William Vogt
Commissioner Joseph Wilson
Commissioner Judy Terry
## Meeting Date
January 9, 2017

## Report Title
AN ORDINANCE TO VACATE A PORTION OF PUBLIC RIGHT-OF-WAY

## Submitted By
Name & Title: Chris Schmiesing, City Planner
Department: Development Department

## Agenda Classification
- Consent
- Ordinance
- Resolution
- Regular

## Approvals/Reviews
- City Manager
- Asst. City Manager/Development
- Department Director
- Asst. City Manager/Finance
- Law Director
- City Planner

## Background
A petition requesting the vacation of a portion of platted public right of way known as an alley located north of South Street and west of College Street, has been submitted for consideration. The Planning Commission has conducted a public hearing and recommended approving the petitioner's request to vacate the subject portion of public right of way.

## Budgeting and Financial Impact
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<th>Amount</th>
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<td>Budgeted $:</td>
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</tr>
<tr>
<td>Expenditure $:</td>
<td>0</td>
</tr>
<tr>
<td>Source of Funds:</td>
<td>N/A</td>
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## Narrative:
The subject property is currently maintained by the petitioner.

## Options
1. Adopt the resolution to authorize the public right of way request for consideration.
2. Defeat the resolution to reject the public right of way request for consideration.

## Project Timeline
- December 2016 – City Commission; Intent to vacate
- January 2017 – Planning Commission; Public hearing
- February 2017 – City Commission; Vacation ordinance

## Staff Recommendation
Approve ordinance

## Reason for Selecting Consultant/Company
N/A

## Attachments
Petition documents; Cover letter, application, vacation plat drawing
LETTER OF TRANSMITTAL FROM
BURKHARDT ENGINEERING COMPANY
28 NORTH CHERRY STREET
GERMANTOWN, OHIO 45327
PHONE: 937 388-0060 FAX: 937 716-2399
EMAIL: JTBURKHARDT@BURKHARDTNINC.COM

TO: CHRIS SCHMIESING
CITY OF PIQUA
PLANNING & ZONING DEPARTMENT
201 WEST WATER STREET
PIQUA, OH 45356
FROM: JOHN BURKHARDT
SUBJECT: # 16.191 TRUE NORTH ENERGY, LLC / 600 SOUTH STREET / PIQUA, OHIO
DATE: 10 - 25 - 16
CC:

Chris,

Enclosed is the application for vacation of the 10' wide strip of land between the True North Energy site and the College Avenue right-of-way that we discussed.

I have also enclosed the application fee ($100) and a copy of the Vacation Plat for your review. We were not sure about the template for the Vacation Plat that was required, so please let me know if you need something different than the 8 1/2 x 11 copy.

Also, let me know if you need anything else with this submittal to get the vacation process going.

Thanks,

John
SURVEY NOTES:
1. LINES OF OCCUPATION (WHERE EXISTING) IN GENERAL AGREE WITH PROPERTY LINES.
2. ALL MONUMENTATION FOUND IN GOOD CONDITION UNLESS NOTED OTHERWISE.
3. IRON PINS SET ARE 30" x 6/8" REBAR, CAPPED "BURKHAARDT ENGINEERING"
4. WAG NAILS SET ARE 1 1/2" x 1/4" WAG NAILS.
5. ALL DEED, SURVEY AND PLAN RECORDS SHOWN ON THIS SURVEY WERE USED IN THE PERFORMANCE OF THIS SURVEY.

WASHINGTON TOWNSHIP
- MIAMI COUNTY
D.B. 542 PG. 710

LOT 2305

S 89°54'22" E
10.00'

LOT 2306

S 89°54'22" E
10.00'

EXIST. R/W

EXIST. R/W

10' ALLEY

EXIST. R/W

SOUTH STREET
(60' R/W)

LOT 2305

LOT 2306

LOT 2307

LOT 2308

LOT 2309

TRUE NORTH ENERGY LLC
D.B. 700 PG. 545

0.032 ACRES TO BE VACATED

N 89°54'22" W
10.00'

S. COLLEGE STREET
(60', R/W)

EXIST. R/W

EXIST. R/W

EXIST. R/W

EXIST. R/W

ALLEY VACATION
CITY OF PIQUA, OHIO

JOHN T. BURKHAARDT
OHIO PROFESSIONAL SURVEYOR NO. 6487

DATE: 10/13/16

BY: RGK

BURKHAARDT ENGINEERING
PLANNERS + CMI ENGINEERS + SURVEYORS
28 North Cherry Street - Centerville, OH 45327
937.701.6060 - www.burrkhardtinc.com

SCALE: 1" = 30'

PROJ. NO. 16.191  BASE DWG. 16.191.dwg  TAB FILE VAC EXH
CITY OF PIQUA, OHIO

APPLICATION FOR VACATION OF PUBLIC RIGHT-OF-WAY

1. Applicant's Name: Burkhardt Engineering Co. Phone # 937-388-0060
   Applicant's Address: 28 N. Cherry St., Germantown, OH 45327
2. Owner's Name: True North Energy, LLC Phone # 440-772-1814
3. Type of legal interest held by applicant: Agent for Owner
4. Location of Public Right-Of-Way Vacation request: East Side (10' wide strip) of property located at 600 South Street 5' West of College Street Right-of-Way
5. Describe the reason for the requested Vacation of Public Right-Of-Way:
   Land is currently not in use except for a drive approach & landscaping for True North Energy.
6. Property owners adjacent to Right-Of-Way to be vacated:

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
<th>SIGNATURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>True North Energy LLC</td>
<td>10316 Brecksville Rd, Brecksville, OH 44141</td>
<td>John T. Burkhardt</td>
</tr>
<tr>
<td>(West Side)</td>
<td></td>
<td>Agent for Owner</td>
</tr>
<tr>
<td>East &amp; South Sides are Public Right-of-Way</td>
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</tbody>
</table>

Signature of Applicant: John T. Burkhardt Date: 10-25-16

$100.00 Fee Paid: __________________________ Date Fee Paid: ________________
Receipt No: __________________________ Res. No: __________________________
RESOLUTION NO. R-17-17

A RESOLUTION AUTHORIZING A THREE YEAR LEASE WITH
THE PIQUA ADULT SOFTBALL LEAGUE

WHEREAS, the City has leased Lower Mote Park to the Piqua Adult Softball League with the last lease having expired; and

WHEREAS, the Piqua Adult Softball League desires to renew the lease, benefitting residents of the City of Piqua; and

WHEREAS, the City desires to lease the field at Lower Mote Park for a period of three years.

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

SEC. 1. The City Manager is hereby authorized to enter into a Lease in substantially the same form as attached Exhibit A with the Piqua Adult Softball League for the use of the field at Lower Mote Park for a period of three years, beginning March 1, 2017.

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

KATHRYN B. HINDS, MAYOR

PASSED: ____________________________

ATTEST: ____________________________
REBECCA J. COOL
CITY COMMISSION CLERK

The Motion to adopt the foregoing Resolution was offered by ____________________
seconded by ____________________ and on roll call the following vote ensued:

Mayor Kathryn B. Hinds ________
Commissioner John Martin ________
Commissioner William Vogt ________
Commissioner Joseph Wilson ________
Commissioner Judy Terry ________
LEASE BETWEEN THE CITY OF PIQUA AND
THE PIQUA ADULT SOFTBALL LEAGUE

The City of Piqua, Ohio, the Lessor, in consideration of the rents and covenants
herein stipulated to be paid and performed by the Piqua Adult Softball League of Piqua,
Ohio, the lessee, does hereby grant, demise, let and lease unto the said lessee, the
premises known as the softball field at Mote Park, also known as Lower Mote Park.

To have and to hold the same with the appurtenances, unto the said lessee for
and during a term of three (3) years from the first day of March 2017, until the last day
of February 2020.

Yielding and paying therefore, during the term aforesaid, the yearly rent of One
Dollar ($1.00) payable in advance, on the first day of March of each year of this lease.

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

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

2. That the Lessee will use and occupy said premises in a careful, safe and
proper manner and will indemnify and hold the City harmless from any liability
growing out of the use of said premises by said Lessee. All participants in
Piqua Adult Softball League activities shall sign a release and waive all
claims, including for property damage or personal injury, against the City, its
officers, elected officials, employees, agents and volunteers;

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

4. That the Lessee may have full control and occupancy of said premises for the
duration of the contract. That anyone using said premises without the written
consent of the Lessee or Lessor is in violation of the said premises and that
either party will have the right to remove said violators from the premises.
Prior to the City constructing any fencing, the City shall notify the Piqua Adult
Softball League and attempt to place such fencing as to not interrupt the
space needed for the Piqua Adult Softball League. Prior to the Piqua Adult
Softball League installing any fencing, they shall have the permission from the
City of Piqua and obtain any and all permits as well as follow all codes
regarding materials. No temporary fencing material is permitted. Should the
Piqua Adult Softball League install any fencing, it shall not be removed and at
the expiration of the Lease, it becomes the property of the City of Piqua. The
Piqua Adult Softball League shall have permission to place locks on gates to
keep control of the play on the field and may leave the field unlocked for
public use if field conditions and required maintenance of said field permits
unregulated use. The City shall not be liable or responsible for any damage to the field that may disrupt use by the Piqua Adult Softball League;

5. That any failure of the Lessor to enforce rights or seek remedies upon any default of the Lessee with respect to the obligations of the Lessee hereunder or any of them, shall not prejudice or affect the rights or remedies of the Lessor in the event of any subsequent default of the Lessee;

6. That the Lessee will keep the said premises in a clean and orderly state at all times by picking up and depositing all litter in the containers provided by the Lessor, and that the Lessor will dispose of the litter;

7. Lessee shall be responsible for any required temporary food license;

8. Lessee shall be permitted to erect a temporary tent for concession stand purposes. Prior to operation, the tent requires a Piqua Fire Department inspection;

9. Temporary signage will be permitted to hang on fencing. Any temporary signage shall be made out of weather resistant material. Lessee shall be responsible for ensuring that all temporary signage is properly and sufficiently secured.

10. The Lessor agrees to provide water, wastewater and electric service to Lessee at no charge. Lessee shall maintain insurance to provide coverage for loss or damage to any of its property stored or kept on the leased premises. Lessor shall not be responsible for any damage or loss to Lessee's property located on the leased premises.

The building being used for storage has been subject to property maintenance issues. The City does not warrant the condition of the building for continued storage and upon approval will at the discretion of the City be removed. There is no obligation upon the City to find alternate storage space.

Lessor shall also:

- Mow on a weekly basis and provide weed control
- Provide fence repair
- Purchase bases
- Annually disc and aerate the field
- Provide use of the restroom facilities
- Pick up and remove the trash from receptacles

11. The Lessee agrees to assume full responsibility of operating an Adult Softball program for the City of Piqua which includes all administration, staffing, and field and structure maintenance;
12. Lessee shall also:
   - Organize and administer all leagues
   - Provide umpires, balls, lime and all equipment
   - General trash control and clean-up after each game
   - Daily dragging of fields and diamond and all maintenance and preparation of fields with their own equipment
   - Make sure all lights are out after each game

13. The Lessee shall maintain the leased premises in a safe condition at all times; Lessee shall indemnify Lessor for any negligence of maintenance of said premises;

14. That the Lessee, shall not assign this lease or in any manner sublet the premises; Lessee may permit special use of the premises with permission of the City Manager or his designee;

15. That the Lessee agrees to obtain liability insurance for the protection of the City and the Lessee and to the satisfaction of the City Manager for not less than One Million ($1,000,000) per occurrence bodily injury and property damage and One Million ($1,000,000) in the annual aggregate. Lessee agrees to cause each insurance policy carried by Lessee insuring Lessee's property against loss by fire or causes covered by the standard extended coverage endorsements to be written in a manner so as to provide that the insurance company waives all right of recovery by way of subrogation against Lessor for any loss or damage covered by such policy. A certificate of coverage for the liability coverage and the property coverage purchased by the Association should be on file with the City before the Association commences its program. Lessor shall not be liable to the Lessee or any other party for any loss or damage caused by fire or any of the risks enumerated in the standard extended coverage endorsement.

   - Provided, however, if said Lessee shall fail to keep and perform any of the covenants, agreements, provisions, terms or conditions of this lease, on the part of the Lessee to be kept and performed, or if said Lessee shall abandon or vacate said premises during the term hereof, or if said Lessee shall make an assignment for the benefit of creditors, or if the interest of said Lessee in said premises shall be sold under execution of the other legal process, it shall be lawful for said Lessor to enter as if this lease has not been made, and thereupon this lease and everything herein contained on the part of said Lessor to be done and performed shall cease, determine and be utterly void; without prejudice, however, to the Lessor's right of action for breach of covenant. The commencement of a proceeding or suit in forcible entry and detainer or in ejectment, or otherwise, after any default by the Lessee, shall be equivalent, or otherwise, after any default by the Lessee, shall be equivalent in every respect to actual entry by the Lessor.
16. Upon written request by Lessee, Lessor may extend the lease for two (2) three (3) year terms. Renewal of the lease is at the sole discretion of Lessor.

IN WITNESS WHEREOF, the said Lessor and Lessee have set their hands to duplicates hereon on the ________day of ________________, 2017.

THE CITY OF PIQUA, OHIO

By: __________________________
   Gary A. Huff
   City Manager

PIQUA ADULT SOFTBALL LEAGUE

By: __________________________
   President

Witness: _________________________
RESOLUTION NO. R-18-17

A RESOLUTION AUTHORIZING A THREE YEAR LEASE WITH
PIQUA BRAVES YOUTH BASEBALL

WHEREAS, the City has been informed that a youth club baseball league called Piqua Braves Youth Baseball is starting and desires to lease field space at Upper Mote Park; and

WHEREAS, currently the field at Upper Mote Park is not leased; and

WHEREAS, the City desires to lease the field at Upper Mote Park for a period of three years, finding the league to benefit the youth 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:

SEC. 1. The City Manager is hereby authorized to enter into a Lease in substantially the same form as attached Exhibit A with the Piqua Braves Youth Baseball for use of the field at Upper Mote Park for a period of three years, beginning March 1, 2017.

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

KATHRYN B. HINDS, MAYOR

PASSED: ____________________________

ATTEST: ____________________________
REBECCA J. COOL
CITY COMMISSION CLERK

The Motion to adopt the foregoing Resolution was offered by ________________________
seconded by ________________________ and on roll call the following vote ensued:

Mayor Kathryn B. Hirds ____________
Commissioner John Martin ____________
Commissioner William Vogl ____________
Commissioner Joseph Wilson ____________
Commissioner Judy Terry ____________
LEASE BETWEEN THE CITY OF PIQUA AND PIQUA BRAVES YOUTH BASEBALL

The City of Piqua, Ohio, the Lessor, in consideration of the rents and covenants herein stipulated to be paid and performed by Piqua Braves Youth Baseball of Piqua, Ohio, the lessee, does hereby grant, demise, let and lease unto the said lessee, the premises known as the baseball field at Mote Park, also known as Upper Mote Park.

To have and to hold the same with the appurtenances, unto the said lessee for and during a term of three (3) years from the first day of March 2017, until the last day of February 2020.

Yielding and paying therefore, during the term aforesaid, the yearly rent of One Dollar ($1.00) payable in advance, on the first day of March of each year of this lease.

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

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

2. That the Lessee will use and occupy said premises in a careful, safe and proper manner and will indemnify and hold the City harmless from any liability growing out of the use of said premises by said Lessee. All participants in Piqua Braves Youth Baseball activities shall sign a release and waive all claims, including for property damage or personal injury, against the City, its officers, elected officials, employees, agents and volunteers;

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

4. That the Lessee may have full control and occupancy of said premises for the duration of the contract. That anyone using said premises without the written consent of the Lessee or Lessor is in violation of the said premises and that either party will have the right to remove said violators from the premises. Prior to the City constructing any fencing, the City shall notify Piqua Braves Youth Baseball and attempt to place such fencing as to not interrupt the space needed for the baseball program. Prior to the Piqua Braves installing any fencing, they shall have the permission from the City of Piqua and obtain any and all permits as well as follow all codes regarding materials. No temporary fencing material is permitted. Should Piqua Braves install any fencing, it shall not be removed and at the expiration of the Lease, it becomes the property of the City of Piqua. Piqua Braves Youth Baseball shall have permission to place locks on gates to keep control of the play on the field and may leave the field unlocked for public use if field conditions and required maintenance of said field permits unregulated use. The City shall not be
liable or responsible for any damage to the field that may disrupt use by Piqua Braves Youth Baseball;

5. That any failure of the Lessor to enforce rights or seek remedies upon any default of the Lessee with respect to the obligations of the Lessee hereunder, or any of them, shall not prejudice or affect the rights or remedies of the Lessor in the event of any subsequent default of the Lessee;

6. That the Lessee will keep the said premises in a clean and orderly state at all times by picking up and depositing all litter in the containers provided by the Lessor, and that the Lessor will dispose of the litter;

7. The Lessor agrees to provide water, wastewater and electric service to Lessee at no charge. Lessee shall maintain insurance to provide coverage for loss or damage to any of its property stored or kept on the leased premises. Lessor shall not be responsible for any damage or loss to Lessee's property located on the leased premises. There is no storage space provided by Lessor.

Lessor shall also:
- Mow on a weekly basis and provide weed control
- Provide fence repair
- Purchase bases
- Annually disc and aerate the field
- Provide use of and secure the restroom facilities
- Pick up and remove the trash from receptacles

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

9. Lessee shall be responsible for any required temporary food license;

10. Lessee shall be permitted to erect a temporary tent for concession stand purposes. Prior to operation, the tent requires a Piqua Fire Department inspection;

11. Temporary signage will be permitted to hang on fencing. Any temporary signage shall be made out of weather resistant material. Lessee shall be responsible for ensuring that all temporary signage is properly and sufficiently secured.

12. Lessee shall also:
- Organize and administer all leagues
- Provide umpires, balls, lime and all equipment
- General trash control and clean-up after each game
• Daily dragging of fields and diamond and all maintenance and preparation of fields with their own equipment
• Make sure all lights are out after each game

13. The Lessee shall maintain the leased premises in a safe condition at all times; Lessee shall indemnify Lessor for any negligence of maintenance of said premises;

14. That the Lessee, shall not assign this lease or in any manner sublet the premises; Lessee may permit special use of the premises with permission of the City Manager or his designee;

15. That the Lessee agrees to obtain liability insurance for the protection of the City and the Lessee and to the satisfaction of the City Manager for not less than One Million ($1,000,000) per occurrence bodily injury and property damage and One Million ($1,000,000) in the annual aggregate. Lessee agrees to cause each insurance policy carried by Lessee insuring Lessee’s property against loss by fire or causes covered by the standard extended coverage endorsements to be written in a manner so as to provide that the insurance company waives all right of recovery by way of subrogation against Lessor for any loss or damage covered by such policy. A certificate of coverage for the liability coverage and the property coverage purchased by the Association should be on file with the City before the Association commences its program. Lessor shall not be liable to the Lessee or any other party for any loss or damage caused by fire or any of the risks enumerated in the standard extended coverage endorsement.

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

16. Upon written request by Lessee, Lessor may extend the lease for two (2) three (3) year terms. Renewal of the lease is at the sole discretion of Lessor.
IN WITNESS WHEREOF, the said Lessor and Lessee have set their hands to duplicates hereon on the __________ day of __________________, 2017.

THE CITY OF PIQUA, OHIO

By: ________________________
   Gary A. Huff
   City Manager

PIQUA BRAVES YOUTH BASEBALL

By: ________________________
   Brian Edwards, President
   9925 Sawgrass Ln
   Piqua, OH
   937-570-3446

Witness: ________________________
RESOLUTION NO. R-19-17

A RESOLUTION AUTHORIZING A PURCHASE ORDER TO BAKER VEHICLE SYSTEMS INC. FOR THE PURCHASE OF A LARGE AREA ROTARY MOWER FOR ECHO HILLS GOLF COURSE

WHEREAS, the present operations of the City require the purchase of a larger area rotary mower for the Golf Course to replace old equipment; and

WHEREAS, on January 3, 2017, this Commission passed Resolution No. R-3-17 authorizing the City Purchasing Analyst to advertise for bids, according to law, for a Golf Course mower;

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 Purchase Order for said equipment is hereby awarded to Baker Vehicle Systems Inc. as the best, responsible bidder and the City Manager is hereby authorized to execute a purchase order with said bidders pursuant to bid specifications;

SEC. 2: The Finance Director certifies funds are available 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 $53,200;

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

The Motion to adopt the foregoing Resolution was offered by__________________
seconded by__________________ and on roll call the following votes ensued:

Mayor Kathryn B. Hinds
Commissioner John Martin
Commissioner William Vogt
Commissioner Joseph Wilson
Commissioner Judy Terry
# Commission Agenda
## Staff Report

<table>
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<th>MEETING DATE</th>
<th>February 7, 2017</th>
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<tr>
<td>REPORT TITLE</td>
<td>A RESOLUTION AUTHORIZING A PURCHASE ORDER TO BAKER VEHICLE SYSTEMS INC. FOR THE PURCHASE OF A LARGE AREA ROTARY MOWER FOR ECHO HILLS GOLF COURSE</td>
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| SUBMITTED BY | Name & Title: Cynthia A. Holtzapple, Asst. City Manager and Finance Director  
Department: Finance & Echo Hills Golf Course |
| AGENDA CLASSIFICATION | ☑ Consent  
☑ Resolution  
☐ Ordinance  
☐ Regular |
| APPROVALS/REVIEWS | ☑ City Manager  
☑ Asst. City Manager/Development  
☑ Asst. City Manager/Finance  
☐ Law Director  
☐ Department Director  
☐ Other: |
| BACKGROUND | We plan to replace a 2003 Jacobsen 5111 mower that was purchased in 2007. It is currently used to mow the rough grass on the course. This piece of equipment has been scheduled for replacement in 2017 and currently has 6,491 hours on it.  
The mower we are replacing will be sold on Govdeals and this will help recoup some of the cost of this new mower. This older mower will be held onto until the new unit is received. |
| BUDGETING AND FINANCIAL IMPACT | Budgeted$: 60,000  
Expenditure$: 52,736  
Source of Funds: 409-106-190-3392  
Narrative: This expenditure is included in the 2017 Budget |
| OPTIONS | 1. Approve Resolution R-19-17 as presented  
2. Approve Resolution R-19-17 with changes  
3. Deny Resolution R-19-17 and direct staff on how to proceed |
| PROJECT TIMELINE | Order will be placed upon passage of this Resolution. The new mower should be received within a week of our purchase order being issued. |
| STAFF RECOMMENDATION | We recommend passage of this Resolution because the mower has passed its’ useful life with many mechanical issues and failures and is scheduled for replacement in 2017. |
| REASON FOR SELECTING CONSULTANT/COMPANY | Baker Vehicle System offered us a new Jacobsen HR 600 with a two year warranty. We have seen a demo of this machine and feel it will be a good fit for our staff and course. |
| ATTACHMENTS | Exhibit “A” Bid tabulation #1702 |
IFB # 1702
Large Area Rotary Golf Mower
Opened 1/19/17 at 2:00 p.m.

Large Area Rotary
Golf mower per specs

<table>
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<th>Baker Vehicle Systems</th>
<th>Century Equipment</th>
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RESOLUTION NO. R-20-17

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A RIGHT OF ENTRY AND INDEMNITY AGREEMENT WITH CSX TRANSPORTATION, INC. FOR THE PAINTING OF THE CSX RAILROAD BRIDGE OVER US ROUTE 36

WHEREAS, the CSX railroad bridge over US Route 36 in Piqua, Ohio is in need of painting; and

WHEREAS, this bridge is located over one of the major gateways into the City; and

WHEREAS, CSX has control over this railroad and will give the City approval to paint the bridge pending substantial compliance with the Right of Entry and Indemnity Agreement; substantially in the form of Exhibit A attached hereto; and

WHEREAS, the Piqua City Commission approved Resolution No. R-93-16, authorizing a contract for the painting of the bridge contingent upon the Right of Entry and Indemnity Agreement being approved that was originally introduced in Resolution No. R-92-16, which was tabled for further negotiations between legal counsel; and

WHEREAS, the City of Piqua and CSX have come to an agreement on the terms for the Right of Entry and Indemnity Agreement and said Agreement is being brought forward through this Resolution rather than removing R-92-16 from the table.

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 execute the Right of Entry and Indemnity Agreement for the CSX Bridge Painting Project substantially in the form attached hereto as Exhibit A and all documents, instruments, and agreements contemplated thereby and to execute such amendments to the Right of Entry and Indemnity Agreement from time to time as contemplated by such Agreement.

SEC. 2: The Finance Director certifies that funds are available and is hereby authorized to draw her warrant from time to time on the appropriate account of the city treasury in payment according to contract terms, not exceeding a total of $54,600.

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

The Motion to adopt the foregoing Resolution was offered by ________________________
seconded by ________________________ and on roll call the following vote ensued:

Mayor Kathryn B. Hinds __________________ Commissioner John Martin ____________
Commissioner William Vogt __________ Commissioner Joseph Wilson ____________
Commissioner Judy Terry __________
RIGHT OF ENTRY AND INDEMNITY AGREEMENT

FOR

BRIDGE PAINTING (AESTHETIC)

This Agreement is made and effective as of ____________________, by and between CSX TRANSPORTATION, INC., a Virginia corporation, with a mailing address of 500 Water Street, Jacksonville, Florida 32202, hereinafter called “CSXT,” and the City of Piqua, a public corporation, under the laws of the State of Ohio, with a mailing address of 201 West Water Street, Piqua, Ohio 45356, hereinafter called “AGENCY”.

WHEREAS, CSXT controls and operates a right of way and bridge located within the Louisville Division, Toledo Subdivision, at DOT# 155 210U, MP BE-87.69, Ash Street in Piqua, Miami County, Ohio (“the Property”);

WHEREAS, AGENCY has submitted a written request to enter the Property and to clean and paint portions of the structural steel of the bridge (the “Project”) as described in Exhibit A, attached and incorporated by reference; and

WHEREAS, CSXT is willing to grant AGENCY the limited right and permission to enter upon the Property for the limited purpose of performing the Project;

NOW, THEREFORE, CSXT hereby grants to AGENCY the right and permission to enter upon the Property for the purpose of performing the Project, subject to the terms and conditions set forth below:

1. TERM AND SCOPE

From the period starting from the date of execution of this Agreement, through the date that is one year from such date unless further extended by mutual agreement of the parties (the “Term”), AGENCY, through its employees, agents, contractors, subcontractors, and/or other representatives (each, a “Designee” and collectively, “Designees”), may, only once (meaning not on a repetitive basis) enter the Property and perform the Project (the “Work”) AGENCY may enter the Property for purposes of inspection and evaluation of the scope of the project prior to actual performance of the Work. Notwithstanding the foregoing, provided that CSXT shall first have approved the specifications therefore, as set forth in Section 2 hereof, AGENCY may also engage in periodic spot painting to remove graffiti (the “Spot Painting”).

2. PROJECT

A. All plans, specifications, drawings and other documents necessary or appropriate to the design and performance of the Project, including but not limited to paint color and temporary attachment specifications (if any), shall be prepared, at AGENCY’s sole cost.
and expense, by AGENCY or its Designees. Such plans shall be submitted to CSXT for review and approval of CSXT at least thirty (30) days prior to starting the Work or Spot Painting. The specifications for Spot Painting must include the paint color (which must be compatible with the most recent paint applied), application method (e.g. spray, brush, etc.), and structure access/reach equipment type (e.g. ladders, man lifts, etc.). CSXT may require paint removal prior to Spot Painting for safety reasons; if so, AGENCY must also submit a paint removal method (e.g. sand-blasting, chemical removal, etc.). No Work or Spot Painting may begin until CSXT has approved the plans and specifications. By its review or approval of plans pursuant to this Agreement, CSXT signifies only that such plans and performance of the Work and Spot Painting in accordance with such plans satisfy CSXT’s requirements.

B. Upon receipt of the specifications, CSXT’s authorized representative will determine and inform AGENCY whether a flagman need be present and whether AGENCY need implement any special protective or safety measures. If a flagman is required, AGENCY shall notify CSXT’s authorized representative and arrange for safety protection in accordance with this Agreement.

C. The Work and Spot Painting shall be performed in accordance with good and sound practices, to the satisfaction of CSXT’s authorized representative in a manner to avoid accidents, damages, unnecessary delays to or interference with the continuous and uninterrupted use of CSXT tracks or other operations, including train, signal, telephone and communication services, or damage to CSXT’s property, or to poles, wires, and other facilities of tenants on CSXT’s property or right-of-way. Under no circumstances shall Work or Spot Painting affect the operations or safety of trains. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT’s property, AGENCY shall make such provision.

D. The Project shall be designed and the Work and Spot painting performed at no cost, expense or liability to CSXT.

3. COMMENCEMENT OF WORK; AUTHORITY OF CSXT REPRESENTATIVE

A. AGENCY shall not commence any Work on CSXT Property until AGENCY has:

1. Notified CSXT in writing of the date that it expects Work or Spot Painting to commence on the Project. Such notice must be received by CSXT at least ten (10) business days in advance of the date AGENCY proposes to begin Work or Spot Painting on the Property. The notice must refer to this Agreement by date.

2. Obtain authorization from CSXT’s authorized representative to begin Work on CSXT property, such authorization to include an outline of specific conditions with which AGENCY must comply. Authorization by CSXT shall not be unreasonably withheld.
B. CSXT retains the paramount right to regulate all activities affecting its property and operations. CSXT's authorized representative shall have final authority in all matters affecting the safe maintenance of CSXT operations and CSXT property, and his or her approval shall be obtained by AGENCY for methods of construction to avoid interference with CSXT operations and CSXT property and all other matters contemplated by the Agreement.

4. FLAGGING/INSPECTION SERVICE

A. CSXT has sole authority to determine the need for flagging required to protect its operations and property.

B. CSXT shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CSXT's authorized representative, such inspection may be necessary.

C. Any CSXT expenses associated with flagging and inspection service shall be calculated, estimated, noticed and reimbursed by AGENCY in the manner described in Section 10.

D. Should CSXT’s authorized representative determine that flagging is necessary, AGENCY may attempt to coordinate the timing of the Work or Spot Painting with CSXT’s authorized representative so that the Project may be performed during times that flagging is already ongoing at the Property.

5. SAFETY

A. CSXT will provide AGENCY with a copy of its safety rules and requirements prior to the commencement of the Work or Spot Painting. Any AGENCY personnel or Designee entering the Property must comply with CSXT’s safety rules and requirements. Anyone not in compliance with these rules and regulations will be asked to leave the Property.

B. Before performing any Work authorized by this Agreement, AGENCY, at no expense to CSXT, will obtain all necessary permit(s) (including, but not limited to, zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. AGENCY expressly agrees and warrants that it shall conform and limit activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (state, federal or local) having jurisdiction over the activities in the Project, including applicable provisions of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b), et al.).

6. ACCESS LIMITATIONS; STORAGE OF MATERIALS
A. This Agreement does not give AGENCY the right to cross CSXT property or tracks with vehicles, equipment or in any other matter other than at an existing and open public crossing. At no time will anyone performing the Work or Spot Painting be allowed beyond the bridge abutments on CSXT’s property or be allowed on top of the bridge unless accompanied by CSXT personnel.

B. AGENCY shall not store materials or equipment on CSXT’s property or where they may potentially interfere with CSXT’s operations, unless AGENCY has received prior written permission from CSXT’s authorized representative.

7. **ENVIRONMENTAL**

A. This Agreement does not include and expressly excludes the performance of any site investigation activities designed to determine environmental conditions on, about or beneath the Property. If CSXT is aware of any environmental findings involving the railway bridge that is the subject of the Project at any time within 5 years prior to this Agreement, it shall provide notice and/or a copy of the findings.

B. AGENCY shall comply with all federal, state and local environmental laws and regulations in its work at the Property and shall perform the Work or Spot Painting in an environmentally protective manner, and shall prevent releases and spills of any materials that could harm human health or the environment, including but not limited to, hydrocarbon products, anti-freeze, spent mechanical draining, solvents, hazardous substances and hazardous wastes as defined in the Comprehensive Environmental Response, Compensation and Liability Act and the Resource Conservation and Recovery Act, respectively (“Environmental Substances”). AGENCY, at its expense, shall assume all responsibility for the investigation and cleanup of any release or discharge of any Environmental Substance at the Property that arises from the performance of any work, presence or other activity at the Property by AGENCY or its Designees. In addition to other liability terms contained in this Agreement, AGENCY agrees to hold harmless CSXT and CSXT’s Affiliates from and against all environmental costs and expenses, including without limitation, all environmental analysis and cleanup expenses, fines and claims, or penalties arising from any work, presence or activity of the AGENCY or its Designees at the Property.

8. **REMEDICATION AND CLEAN-UP**

AGENCY, upon completion of the Work or Spot Painting, shall (i) remove from the Property any equipment, surplus materials, or rubbish belonging to AGENCY or
AGENCY’s Designee; and (ii) leave CSXT Property to its original condition, satisfactory to CSXT’s authorized representative.

9. **INSURANCE AND WAIVERS**

AGENCY shall (i) acquire or require AGENCY’s Designee to purchase and maintain insurance in compliance with CSXT’s insurance requirements attached to this Agreement as Exhibit B; (ii) require any individual not employed by AGENCY to execute the Waiver and Release Form attached hereto as Exhibit C; and (iii) require any Designee to execute the Acceptance by AGENCY Designee Form attached hereto as Exhibit D prior to entering CSXT property and/or commencing any Work or Spot Painting. Neither AGENCY nor AGENCY’s Designee shall commence the Work or Spot Painting until such insurance policy or policies and forms have been submitted to and approved by CSXT’s Risk Management Department.

10. **CSXT’S COSTS AND EXPENSES; REIMBURSEMENT PROCEDURES**

A. **Reimbursable Expenses.** AGENCY shall reimburse CSXT or shall cause AGENCY’s Designee to reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Project, Work or Spot Painting (the “Reimbursable Expenses”).

B. **Estimate.** CSXT has estimated the total Reimbursable Expenses as shown on Exhibit E (the “Estimate”, as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses may exceed such Estimate, it shall provide AGENCY with the revised Estimate of the total Reimbursable Expenses.

C. **Payment Terms.** Upon execution and delivery of this Agreement by AGENCY, AGENCY will deposit with CSXT a sum equal to the estimated Reimbursable Expenses, as shown by the Estimate. Following completion of the Project, CSXT shall submit to AGENCY a final invoice that reconciles the total costs incurred by CSXT against the total payments received from AGENCY. AGENCY shall pay to CSXT the amount by which expenses exceed total payments as shown by the final invoice, within thirty (30) days following delivery of such invoice to AGENCY. In the event that the payments received by CSXT from AGENCY exceed the estimated expenses, CSXT shall remit such excess to AGENCY.

11. **INDEMNIFICATION.**

A. As a material inducement for entering into this Agreement, and without which CSXT would not enter into the same, AGENCY covenants and agrees that to the extent permitted by law, AGENCY shall indemnify, defend, and hold CSXT and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of CSXT, its affiliates, AGENCY or its Designees), for the loss of or damage
to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of CSXT, its affiliates, AGENCY or its Designees), arising or resulting from the performance of this Agreement by AGENCY or any other person performing any work or service on the AGENCY’s behalf on or about the Property; provided, however, that AGENCY shall have no obligation to indemnify CSXT for CSXT’s sole negligence or willful or wanton misconduct. The foregoing indemnification obligation shall not be limited to the insurance coverage required by this Agreement, except to the extent required by law or otherwise expressly provided by this Agreement.

B. **Compliance with Laws.** AGENCY shall comply, and shall require its Designees to comply, with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its construction and maintenance of the Project. AGENCY’s Designees shall indemnify, defend, and hold CSXT and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Section by the Designee.

C. **“CSXT Affiliates”**. For the purpose of this Agreement, CSXT’s affiliates include CSX Corporation and all entities, directly or indirectly, owned or controlled by or under common control of CSXT or CSX Corporation and their respective officers, directors, employees and agents.

D. **Survival.** The provisions of this Section shall survive the termination or expiration of this Agreement.

12. **CLAIMS**

AGENCY shall promptly notify the CSXT’s authorized representative of any loss, damage, or injury arising out of or in connection with the Work or Spot Painting. AGENCY shall not create, permit or suffer any mechanic’s or materialmen’s liens of any kind or nature to be created or enforced against any property of CSXT for any such Work or Spot Painting performed.

13. **MAINTENANCE**

A. **Intentionally deleted.**

B. **By CSXT.** CSXT shall not in any manner be restricted from (i) maintaining repairing, replacing or renewing its tracks, all parts of the railroad bridge supports, signal and communication systems or any other rail facilities or its property as it deems appropriate or (ii) performing any actions required to reasonably support rail operations. Neither shall CSXT in any manner be responsible for any damage or disfigurement caused to the Project due to such work, actions, railroad operations, or third parties, nor shall CSXT be responsible for the aesthetic appearance of the Project.
C. Alterations. AGENCY shall not undertake any alteration, modification or expansion of the Project, without the prior approval of CSXT, which may be withheld for any reason, and the execution of such agreements as CSXT may require.

14. INDEPENDENT CONTRACTOR

The parties agree that neither AGENCY nor the AGENCY Designee shall be deemed either agents or independent contractors of CSXT. Except as otherwise provided by this Agreement, CSXT shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by AGENCY or AGENCY’s Representative, or the construction practices, procedures, and professional judgment employed by AGENCY or AGENCY’s Representative to complete the Project. Notwithstanding the foregoing, this Section shall in no way affect the absolute authority of CSXT to prohibit AGENCY or AGENCY’s Representative or anyone from entering CSXT’s property, or to require the removal of any person from its property, if it determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Property exist.

15. INTERPRETATION

AGENCY and CSXT each acknowledge that the terms, covenants, conditions, and provisions of this Agreement have been negotiated between and jointly authored by the parties hereto, and in consequence of this joint authorship, the parties agree that no term, covenant, condition or provision hereunder shall be construed more strictly against one party or the other hereto.

16. SEVERABILITY

The parties agree that if any part, term or provision of the Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable. If any provision or any part of a provision of the Agreement shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable law, ordinance, rule or regulation, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Agreement, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

17. ENTIRE AGREEMENT

This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of all parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. No modification or alteration of the terms hereof
shall be binding unless such modification or alteration is in writing and executed by the parties.

18. **NOTICES**

All notices, consents and approvals required or permitted by this agreement shall be in writing and shall be deemed delivered; upon personal delivery, upon the expiration of three (3) business days following mailing by U.S. first class mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party.

**TO CSXT:**
CSX Transportation, Inc.
500 Water Street, J301
Jacksonville, Florida 32202
Attention – Director Project Management, Public Projects

**TO AGENCY:**
Amy Havenar, P.E.
City Engineer
City of Piqua
201 West Water Street
Piqua, Ohio 45356

19. **TERMINATION**

CSXT and AGENCY shall have the right to terminate this Agreement upon notice for any reason.

Termination of this Agreement or Work on the Project for breach of this Agreement shall not diminish or reduce AGENCY’s obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Work for any reason, CSXT’s only remaining obligation to AGENCY shall be to refund to AGENCY payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 10. CSXT appreciates that public funds are being used to pay for completion of the Project and unless there is good cause to terminate the Agreement such as failure to follow safety protocol, the Agreement shall not be terminated during the Work.

20. **WAIVER**

If any party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall in no way be construed as a permanent waiver of any rights or obligations in this Agreement, nor in any way to affect the validity of this Agreement or any part hereof or the right of either party to thereafter enforce each and every such provision and to exercise any such right or
option. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

21. **GOVERNING LAW: VENUE**

This Agreement shall be governed by and construed under the laws of the State of Ohio, without regard to the choice of law provisions thereof. Venue for any action arising from, or brought to enforce, this Agreement, shall vest exclusively in the state or federal courts located in Miami County, Ohio, and the parties agree to submit to the personal jurisdiction of any state or federal court located in Miami County, Ohio.

22. **ASSIGNMENT**

This Agreement shall be binding upon the parties hereto and upon all persons successor in interest to said parties. This Agreement shall not be assignable by AGENCY without the express written consent of CSXT.

[SIGNATURE PAGE FOLLOWS]
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

Agency

Gary A. Huff, City Manager
Date:

CSX TRANSPORTATION, INC.

Tony C. Bellamy, P.E.
Director Project Management--Public Projects
Date:

APPROVED AS TO FORM AND LEGALITY:

AGENCY Attorney
Date:
EXHIBIT A

PROJECT PLANS AND SPECIFICATIONS

As of the date of this Agreement, the following plans, specifications and drawings have been submitted by Agency to CSXT for its review and approval:

<table>
<thead>
<tr>
<th>SHEET</th>
<th>DESCRIPTION</th>
<th>SUBMITTED BY</th>
<th>RECEIVED</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 of 10</td>
<td>Title Sheet</td>
<td>KORDA</td>
<td>05/26/2016</td>
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<tr>
<td>2 of 10</td>
<td>General Notes</td>
<td>KORDA</td>
<td>05/26/2016</td>
</tr>
<tr>
<td>3-7 of 10</td>
<td>Maintenance of Traffic</td>
<td>KORDA</td>
<td>05/26/2016</td>
</tr>
<tr>
<td>8 of 10</td>
<td>General Summary</td>
<td>KORDA</td>
<td>05/26/2016</td>
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<td>9-10</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>10</td>
<td>Structure</td>
<td>KORDA</td>
<td>05/26/2016</td>
</tr>
</tbody>
</table>

NOTE: In the event subsequent submissions are made by Agency to CSXT for review and approval, once approved, said plans shall be considered to be incorporated into this Exhibit A as of the date of CSXT’s written approval.
EXHIBIT B

INSURANCE REQUIREMENTS

1. Insurance Policies:

Agency and its Designee, if any to the extent that either is performing work on or about CSXT’s property, shall procure and maintain the following insurance policies:

1. Commercial General Liability (CGL) coverage at their sole cost and expense with limits of not less than $5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional insured.

2. Statutory Worker’s Compensation and Employers Liability Insurance with limits of not less than $1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates [if permitted by state law].

3. Commercial Automobile Liability insurance with limits of not less than $1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional insured.

4. Railroad Protective Liability (RPL) insurance with limits of not less than $5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of $10,000,000, which insurance shall satisfy the following additional requirements:

   a. The Railroad Protective Liability Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.

   b. CSX Transportation must be the named insured on the Railroad Protective Liability Insurance Policy. The named insured’s address should be listed as:

       CSX Transportation, Inc.
       500 Water Street, C-807
       Jacksonville, FL 32202

   c. The Name and Address of the Designee and of the Project Sponsor/Involved Governmental Agency must be shown on the Declarations page.

   d. A description of operations and location must appear on the Declarations page and must match the Project description.

   e. Terrorism Risk Insurance Act (TRIA) coverage must be included.

   f. Authorized endorsements must include:

      (i) Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 98 and later

   g. Authorized endorsements may include:

      (i) Broad Form Nuclear Exclusion - IL 00 21
      (ii) Notice of Non-renewal or cancellation
      (iii) Required State Cancellation Endorsement
      (iv) Quick Reference or Index - CL/IL 240
h. Authorized endorsements may not include:

(i) A Pollution Exclusion Endorsement except CG 28 31
(ii) An Endorsement that excludes TRIA coverage
(iii) An Endorsement that limits or excludes Professional Liability coverage
(iv) A Non-Cumulation of Liability or Pyramiding of Limits Endorsement
(v) A Known Injury Endorsement
(vi) A Sole Agent Endorsement
(vii) A Punitive or Exemplary Damages Exclusion
(viii) A “Common Policy Conditions” Endorsement
(ix) Policies that contain any type of deductible
(x) Any endorsement that is not named in Section 4 (f) or (g) above that CSXT deems unacceptable

5. All insurance companies must be A. M. Best rated A- and Class VII or better, unless the Certificate of Insurance is being provided by the Agency’s Risk Liability pool, Miami Valley Risk Management Association.

6. Such additional or different insurance as CSXT may require.

II. Additional Terms

1. Contractor must submit the complete Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies in an electronic format to:

   insurancedocuments@csx.com

2. Neither Agency nor its Designee may begin work on or about CSXT property until written approval of the required insurance has been received from CSXT or CSXT’s Insurance Compliance vendor, Ebix.

III. Provision of Required Insurance through CSXT’s RPL Policy.

Notwithstanding the foregoing, and in order to fully satisfy the provisions of the RPL (but not CGL) insurance requirements herein, Agency or Agency’s Designees may pay CSXT, at CSXT’s current rate at time of request, the cost of adding this Project to CSXT’s RPL Policy for the duration of the Project. This coverage is offered at CSXT’s discretion and may not be available under all circumstances.
EXHIBIT C

WAIVER AND RELEASE FORM

TEMPORARY LICENSE AGREEMENT

_____________________________ shall indemnify and hold CSX Transportation, Inc. ("CSXT"), the owner or holder in interest of the tract of real property known as the CSX Transportation right of way under the _______________________, (the "Property"), harmless from all claims, damages, demands, causes of action, suits, expenses (including attorney's fees and costs), judgments and interest whatsoever arising from a project to clean up and paint the bridge supports on the Property.

Signature: ________________________

Date: ____________________________

Note: AGENCY must require any member, volunteer or other person not employed by AGENCY to execute this Waiver and Release Form, Exhibit C, prior to entering CSXT property and/or commencing any work on the Project. A copy of all Waiver and Release Forms obtained from any member, volunteer or other person not employed by AGENCY must be sent to:

Ricky Shephard
Manager, Insurance Claims
CSX Transportation
500 Water Street C-907
Jacksonville, FL 32202
Phone: 904-359-1782
Fax: 904-245-4796
EXHIBIT D

ACCEPTANCE BY AGENCY DESIGNEE

To and for the benefit of CSX Transportation, Inc. ("CSXT") and to induce CSXT to permit the AGENCY Designee on or about CSXT's property for the purposes of performing Work or Spot Painting in accordance with the Agreement dated _______________, 201__, between AGENCY and CSXT, AGENCY Designee hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibit B and Exhibit C to the Agreement, and Sections 2, 3, 7, 8, 11, and 13 of the Agreement. Any notices required to be given to AGENCY Designee shall be in writing and delivered to the person identified below.

AGENCY Designee

By: __________________________

Print Name: ____________________

Title: __________________________

Date: __________________________

PDF notices shall be delivered to:

Nicole_Henning@csx.com
LShaw@Benesch.com
EXHIBIT E

ESTIMATE OF REIMBURSABLE EXPENSES

Attached
CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE
ACCT. CODE: 709 - OH-1118

ESTIMATE SUBJECT TO REVISION AFTER: 7/26/2017
CITY: Piqua  COUNTY: Miami
DESCRIPTION: Bridge Painting - CSXT over Ash Street (PE, CE&I & Flagging)
DIVISION: Louisville  SUB-DIV: Toledo  MILE POST: BE-87.89
AGENCY PROJECT NUMBER: MIA-36-11.44

PRELIMINARY ENGINEERING:
212 Contracted & Administrative Engineering Services  $ 7,000
Subtotal  $ 7,000

CONSTRUCTION ENGINEERING/INSPECTION:
212 Contracted & Administrative Engineering Services  $ 12,000
Subtotal  $ 12,000

FLAGGING SERVICE: (Contract Labor)
070 Labor (Conductor-Flagman)  $ -
050 Labor (Foreman/Inspector)  $ 10,976
070 Additive (Transportation Department)  $ -
050 Additive 116.86% (Engineering Department)  $ 12,046
230 Per Diem (Engineering Department)  $ 2,100
230 Expenses  $ -
Subtotal  $ 26,122

SIGNAL & COMMUNICATIONS WORK:  $ -

TRACK WORK:  $ -

PROJECT SUBTOTAL  $ 45,122
900 CONTINGENCIES:  10.00%  $ 4,512
GRAND TOTAL  $ 49,634

DIVISION OF COST:
Agency  100.00%  $ 49,634
Railroad  $ -
TOTAL  $ 49,634

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work.

Office of Assistant Chief Engineer Public Projects--Jacksonville, Florida
Prepared by: Alfred Benesch & Company
DATE: 5/19/2018
REVISED: 1/27/2017
Approved by: AJD
DATE: 6/20/2016
CSXT Public Project Group

Project Summary Sheet
RESOLUTION NO. R-21-17

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE FISHEL COMPANY TO PROVIDE FIBER INSTALLATION, SPLICING, TERMINATION AND TESTING FOR THE CITY

WHEREAS, the City of Piqua requires the installation, splicing, termination and testing of fiber for the Advanced Metering Infrastructure (AMI) project to allow for needed communications, and;

WHEREAS, the City of Piqua has budgeted for the fiber installation, splicing, termination and testing for the AMI project, and;

WHEREAS, the City of Piqua has determined that advertisement of bids would not be of any material benefit to the city due to the limited firms that are qualified to work within the power corridor pursuant to City Charter Section 34.19 (E), and

WHEREAS, the City of Piqua has determined these services constitute professional services:

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 and purchase order are hereby authorized to The Fishel Company (dba Team Fishel), Columbus, Ohio, for the installation, splicing, termination and testing of fiber for the Advanced Metering Infrastructure (AMI) project.

SEC. 2: The Finance Director certifies funds are available and is hereby authorized to draw her warrant on the appropriate account of the City treasury in payment for said services, not exceeding a total of $35,000.

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

The Motion to adopt the foregoing Resolution was offered by_______________________
seconded by_______________________ and on roll call the following vote ensued:

Mayor Kathryn B. Hinds _________
Commissioner John Martin _________
Commissioner William Vogt _________
Commissioner Joseph Wilson _________
Commissioner Judy Terry _________
<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>February 7th, 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE FISHEL COMPANY TO PROVIDE FIBER INSTALLATION, SPLICING, TERMINATION, AND TESTING FOR THE CITY</td>
</tr>
</tbody>
</table>
| SUBMITTED BY       | Name & Title: Nick Berger, Assistant Power System Director  
                      Dean Burch, Information Technology Director |
| Department:        |                   |
| AGENDA CLASSIFICATION | ☑ Consent  
                      ☐ Ordinance  
                      ☑ Resolution  
                      ☐ Regular |
| APPROVALS/REVIEWS  | ☑ City Manager  
                      ☑ Asst. City Manager/Finance  
                      ☑ Law Director  
                      ☑ Department Director; Ed Krieger and Dean Burch  
                      ☑ Other: Energy Board |
| BACKGROUND         | On November 1st, 2016, Piqua’s City Commission approved Resolution R-118-16 which allowed the City Manager to enter into a contract with Aclara Technologies LLC to install an Advanced Meter Infrastructure for the water, wastewater, and electric utilities. Aclara’s infrastructure design includes connecting four Data Collector Units (DCU) to the city’s fiber network ring.  
                      Due to the need to install the fiber optic cable in the electric corridor, the City reached out to three qualified contractors to provide proposals to connect the DCUs to the city’s fiber network: PCS, OVIS, and The Fishel Company (dba Team Fishel). The City has experience with each one of the contractors and the City is confident with their ability to perform the work in a safe and quality manner. Below are the total quotes for all four sites the city received from each contractor:  
                      Team Fishel – $32,230  
                      OVIS - $61,785  
                      PCS - $74,200  
                      The City recommends awarding the work to Team Fishel. The City has utilized the fiber splicing services of Team Fishel several times in 2016 and we were very satisfied with Team Fishel’s professionalism and |
work quality. The City recommends roughly 10% contingency bringing the total to $35,000.

<table>
<thead>
<tr>
<th>BUDGETING AND FINANCIAL IMPACT</th>
<th>Budgeted $:</th>
<th>A part of the AMI project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expenditure $:</td>
<td></td>
<td>$35,000</td>
</tr>
<tr>
<td>Source of Funds:</td>
<td>Electric ($17,437), Water ($10,588), Wastewater ($6,975)</td>
<td></td>
</tr>
<tr>
<td>Narrative:</td>
<td>This project is budgeted within the AMI project and is shared between the Electric, Water, and Wastewater utilities.</td>
<td></td>
</tr>
</tbody>
</table>

| OPTIONS                        | 1. Approve Resolution No. R-21-17 authorizing the city manager to enter into a contract with The Fishel Company (dba Team Fishel) to provide fiber installation, splicing, termination, and testing for the city |
|                               | 2. Do not approve the Resolution and provide staff with further direction |

| PROJECT TIMELINE | Team Fishel’s schedule is to start the work mid-February and be complete with everything by Feb 24th. This schedule works very well with Aclara’s plan to have the DCU sites operational by the end of February. |

| REASON FOR SELECTING CONSULTANT/COMPANY | Team Fishel’s proposal is the lowest and best proposal the city received to complete the needed work. In addition, Team Fishel’s schedule best suits Aclara’s deadline to have the DCUs installed and operational by the end of February. |
RESOLUTION NO. R-22-17

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT WITH THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL WORKERS, INC. (AFSCME), OHIO COUNCIL 8, LOCAL 984 (CLERICAL)

WHEREAS, the City of Piqua and the American Federation of State, County and Municipal Workers, Inc. ("AFSCME"), Ohio Council 8, Local #984 (Clerical) have negotiated a tentative a collective bargaining agreement effective January 1, 2017 through December 31, 2018.

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 Commission authorizes the City Manager to execute a collective bargaining agreement with the American Federation of State, County and Municipal Workers, Inc. ("AFSCME"), Ohio Council 8, Local #984 for the clerical collar unit and for the terms as substantially attached hereto from January 1, 2017 through December 31, 2018.

SEC. 2: The Law Director shall send a certified copy of this Resolution to the State Employment Relations Board to notify SERB of an agreed upon collective bargaining agreement.

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

__________________________________________
KATHRYN B. HINDS, MAYOR

PASSED: ________________________________

ATTEST: ______________________________
REBECCA J. COOL
CITY COMMISSION CLERK

The Motion to adopt the foregoing Resolution was offered by Commissioner ___________________________ and seconded by Commissioner ___________________________ and on roll call the following vote ensued:

Mayor Kathryn B. Hinds ______
Commissioner John Martin ______
Commissioner William Vogt ______
Commissioner Joseph Wilson ______
Commissioner Judy Terry ______
AGREEMENT

BETWEEN

THE CITY OF Piqua

AND

LOCAL NO. 984 AND

Ohio Council 8, AFSCME

(Clerical – Technical)

1/01/17 - 12-31-18