REGULAR PIQUA CITY COMMISSION MEETING
TUESDAY, MARCH 21, 2017
7:30 PM
COMMISSION CHAMBER – 2ND FLOOR
201 WEST WATER STREET
PIQUA, OHIO  45356

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

ANNOUNCEMENTS

REGULAR CITY COMMISSION MEETING

CONSENT AGENDA

1. APPROVAL OF MINUTES
   Approval of the minutes from the March 7, 2017 Regular City Commission Meeting

2. RES. NO. R-53-17
   A Resolution reappointing a member to the Energy Board

3. RES. NO. R-54-17
   A Resolution reappointing a member to the Housing Council

4. RES. NO. R-55-17
   A Resolution appointing a member to the Housing Council

NEW BUSINESS

5. RES. NO. R-56-17-Public Hearing
   A Resolution approving the renewal application for placement of farmland in an Agricultural
   District filed by Steven H. Allenbaugh & Brenda K. Allenbaugh for parcel #N44-100640 and
   N44-100740 in the City of Piqua

6. RES. NO. R-57-17-Public Hearing
   A Resolution approving the renewal application for placement of farmland in an Agricultural
   District filed by Louise I Cromes for parcels N44-078845, N44-077116, N44-077120 and
   N44-099300 in the City of Piqua

7. RES. NO. R-58-17-Public Hearing
   A Resolution approving the renewal application for placement of farmland in an Agricultural
   District filed by James A. Hiegel for parcel #N44-095820

8. RES. NO. R-59-17
   A Resolution authorizing the City Manager to enter into a lease agreement to permit the usage of a
   portion of Fountain Park by the Miami Valley Corvette Club

9. RES. NO. R-60-17
   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
10. **RES. NO. R-61-17**
   A Resolution authorizing a contract with Gamble Associates Architecture + Urban Planning to perform Professional Design Services for the Lock Nine Park Renaissance project

11. **RES. NO. R-62-17**
    A Resolution requesting authorization to enter into an agreement with Fishbeck, Thompson, Carr & Huber, Inc. to perform engineering detail design work on the wastewater pump stations

12. **RES. NO. R-63-17**
    An Emergency Resolution requesting authorization to purchase the real property and building(s) located at 9480 N. State Route 66, Parcel No. M40-045700, payable to Miami County Sheriff’s Office, in the amount not to exceed $10,000.00

13. **RES. NO. R-64-17**
    A Resolution authorizing the City Manager to join litigation to challenge Substitute Senate Bill 331

**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**
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.

ANNOUNCEMENTS

Renewal of application for placement of farmland in an agricultural district for the following parcels:
- Steven H & Brenda K. Allenbaugh – Parcel's: N44-100640 & N44-100740
- Louise Crones – Parcel's: N44-076845, N44-077116, N44-077120, N44-099300
- James A. Hiegel – Parcel – N44-095820

City Manager Huff stated the commission is setting a Public Hearing for the March 21, 2017 Piqua City Commission Meeting.

Consent Agenda

Approval of Minutes
Approval of the minutes from the February 21, 2017 Regular Piqua City Commission Meeting


OLD BUSINESS

RES. NO. 42-17 (Tabled 2-21-2017) Amended
A Resolution authorizing a purchase order to John Deere Company for the purchase of lawn mowers for the Public Works Department-Streets and Parks


Doug Harter, Public Works Director provided the Staff Report.

The current mowers are 2014 John Deere Z930M EFI with anywhere between 421-92 hours on them. The warranties were three years on these machines. The city is using the State Bid contract to purchase the mowers as this satisfies the formal bidding requirements, stated Mr. Harter. There will be a total of 8 new mowers purchased, 4 in each department with the cost per mower being $8,870.41. The city will sell all of the 2015 mowers on GovDeals.com and believe the resale value could bring more than $5000 per mower.

Public Comment

No one came forward to speak for or against Resolution 42-17 at this time.

Moved by Commissioner Martin, seconded by Commissioner Terry, that Resolution No. 42-17 be adopted. Roll call vote, Aye: Wilson, Terry, Martin, Vogt, and Hinds. Nay: None. Motion carried unanimously. Mayor Hinds declared Resolution No. 42-17 adopted.
NEW BUSINESS

RES. NO. R-45-17

A Resolution awarding a contract for the purchase of transformers for the Power System

Ed Krieger, Power Systems Director provided the Staff Report.

The Power System solicited bids to replenish the transformer inventory and bids were received from five vendors on January 11, 2017. The bids were evaluated and Emco was the lowest and best bidder for the forty-one transformers for a not to exceed price of $71,881. The Piqua Energy Board unanimously recommended the City Commission approve this purchase at the January 24, 2017 meeting, stated Mr. Krieger.

Public Comment

No one came forward to speak for or against Resolution No. R-45-17


RES. NO. R-46-17

A Resolution authorizing the Power System Director or his designee to represent the City of Piqua, Ohio as a member of the Board of Trustee of American Municipal Power, Inc.

Ed Krieger, Power Systems Director, provided the Staff Report.

AMP is owned and governed by its member communities. AMP’s affairs are managed by a Board of Trustee composed of twenty-one (21) voting members elected or otherwise approved by the members. Piqua was re-elected to serve as the Western AMP Service Group’s (WASG) representative at this past fall’s AMP Annual Conference. Piqua’s seat on the AMP Board of Trustees will be up for re-election in 2019, stated Mr. Krieger.

Public Comment

No one came forward to speak for or against Resolution No. R-46-17.


RES. NO. R-47-17

A Resolution authorizing a purchase order to Baker Vehicle Systems, Inc. for the purchase of a large area rotary mower for the Water Department

Rob Jennings, Assistant Water Superintendent, provided the Staff Report.

The large area rotary mower is needed for the care of the new water plant acreage and they will have over 20 acres of green space to mow.

Commissioners asked several questions regarding the purchase of the mower and Mr. Jennings provided the answers.

PUBLIC COMMENT

No one came forward to speak for or against Resolution No. R-47-17 at this time.

RES. NO. R-48-17
A Resolution authorizing the City Manager to enter into an agreement with Delta Airport Consultants, Inc. for the Engineering Design Services for the Precision Approach Path Indicator (PAPI) System at the Piqua Municipal Airport – Hartzell Field

Amy Havenar, City Engineer, provided the Staff Report.

The City received funding for the installation of a Precision Approach Path Indicator (PAPI) System at the Piqua Airport – Hartzell Field. Delta Airport Consultants, Inc. will complete the surveying, design, construction documents and bidding phase services for the project. The City was awarded up to a maximum cost of $280,285. Which is 95% of the total construction cost, and the City must provide 5% of the construction costs which is anticipated to be approximately $14,750.00. The City is responsible for paying 100% of the design costs with local funds, stated Ms. Havenar.

Ms. Havenar provided a handout of the slides she was presenting. The grant only provides funding for the construction of the project not the design services, state Ms. Havenar.

Steve Potoczak, Project Manager, Delta Airport Consultants, Inc. came forwarded and provided additional information on the slides that were presented. Commissioners asked several questions. Mr. Potoczak and Ms. Havenar answered all questions.

PUBLIC COMMENT

No one came forward to speak for or against Resolution No. 48-17 at this time.


RES. NO. 49-17
A Resolution authorizing a purchase order to Bob Ross Auto Group, Inc. for the purchase of a Truck for the Wastewater Department

City Manager Huff stated he would like to have Resolution R-49-17 tabled at this time. It may be possible to purchase this truck at less than state contract cost and they will go out for public bid on it, and hope to get it under state bid price.

PUBLIC COMMENT

No one came forward to speak for or against Resolution No. R-49-17 at this time.


RES. NO. R-50-17
An Emergency Resolution rescinding Resolution No, R-43-17 regarding authorizing a purchase order to Lebanon Ford for the purchase of two Ford Police Interceptor Utility Vehicles and two Ford Police Interceptor Sedans

Police Chief Jarnieson provided a brief explanation on the reason for rescinding Resolution No. R-50-17 at this time.
PUBLIC COMMENT

Jim Sherry, Paul Sherry Chrysler Dodge Jeep Dealership, came forward and voiced his concern about not being able to bid on these types of vehicles and asked how he could get on the bid list.

City Manager Huff and Chief Jamison both provided additional information on the bidding process and the reason for purchasing that particular vehicle.


RES. NO. R-51-17
A Resolution authorizing a purchase order to Lebanon Ford for the purchase of two Ford Police Interceptor Utility Vehicles and two Ford Police Sedans

Police Chief Jamison provided the Staff Report.

The Police Department started a strategic fleet replacement plan and the addition of these four units will continue this planned program.

Commissioners asked several questions regarding the type of vehicles and the make and models.

Chief Jamison answered all questions.

PUBLIC COMMENT

No one came forward to speak for or against Resolution No. R-51-17 at this time.

Moved by Commissioner Terry, seconded by Commissioner Wilson, that Resolution No. R-51-17 be adopted. Roll call vote, Aye: Wilson, Terry, and Hinds. Nay: Vogt and Martin, Motion carried on a 3-2 vote. Mayor Hinds declared Resolution No. R-51-17 adopted.

RES. NO. R-52-17
A Resolution awarding a contract to Tree Care Inc. for the removal, pruning and emergency tree removal

Bob Graeser, Project Manager, Urban Forester provided the Staff Report.

This resolution awards the bid for the removal of trees, which include Ash Trees, Hazard Trees, and other species within the City right of way and parks throughout the city that need to be removed. This also includes annual tree trimming for street trees as well as Emergency tree removal in the event of catastrophic high wind event.

Commissioners asked several questions, Mr. Graeser answered all questions.

PUBLIC COMMENT

No one came forward to speak for or against Resolution No. R-52-17 at this time.


PUBLIC COMMENT

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

City Manager Huff stated citizens may be receiving telephone calls from solicitors stating they are selling DP & L Power. City Manager Huff asked Power Systems Director Ed Krieger to provide additional information on this issue. Mr. Krieger showed various charts explaining the power distribution within the city.

City Manager Huff also provided information on new legislation being proposed. Senate Bill 231 that allows small cell towers to be located anywhere in the communities they would like to be. The City is not against this, but would like them to comply with our standards. The City has joined in with other cities across the state to get an injunction to stop this at this time.

Commissioners Comments

Commissioner Merlin stated citizens should check the City Web Site when looking for employment. There is section under “Doing Business in Piqua”, down at the bottom under Ohio Means Jobs, there is a list of local opportunities for employment.

Commissioner Terry announced May 6th is the City Wide Cleanup, which will be held in the morning.

Commissioner Terry stated she will be vacating the 4th Ward Commission seat this year. Check the City Web Site under Charter and it will provide information on how to apply for the Commission Seat. Also if anyone has any questions Commissioner Terry stated she would be happy to help them.

Mayor Hinds announced there will be a Commission Workshop with the City Commission and the Law Director sometime in the future to provide information to answer questions and how to apply for a Commission Seat.

Mayor Hinds stated there were over 100 people in attendance at the “This is Piqua” Workshop held on March 6, 2017 at the Ft. Piqua Plaza. City Manager Huff and Assistant City Manager/Economic Development Director Justin Sommer shared the vision for the city. This is also available on the City Twitter Page.

Mayor Hinds also announced several other upcoming “This is Piqua” events, one is Small Business 101, being held on March 28, in April a Small Business Loan Meeting, and in May a Text Snap Chat get connected with Social Media meeting, in the fall another meeting will be held by the PPP Positively Promoting Piqua Group.

Kiwanis Pancake Breakfast will be held on Saturday March 11th, 7:00 A.M. – 2:00 P.M. at the Upper Valley Career Center.

Mayor Hinds stated she judged the “Shark Tank” program at the Piqua Central Intermediate School Further stating it is fun to see the future entrepreneurs in action and where their minds are going.

Mayor Hinds attended the Blake History Program at Edison Community College.

Mayor Hinds presented a proclamation at the Riverside Development Center for Developmental Disabilities Month along with Troy Mayor Mike Bemish.

Thursday, March 8, 2017 Edison Community College is holding an Open House for “Edison Works”, from 4:30 to 6:30, this is a place for businesses to come in and interview students.

The Run Club has started again at Piqua Central Intermediate School again and you will be seeing students out running in the area on Tuesday and Thursday afternoons.

This is the 4th year for the Beer Run sponsored by Can’t Stop Running on March 17, 2017 last year
there were about 700-800 people in attendance. Come down and enjoy the event.

Moved by Commissioner Martin, seconded by Commissioner Vogt to adjourn into Executive Session to consider pending or imminent litigation at 8:25 P.M. Roll call vote, Aye: Terry, Hinds, Martin, Vogt, and Wilson. Nay, None.


PASSED: ____________________________

ATTEST: ____________________________

REBECCA J. COOL
CLERK OF COMMISSION

KATHRYN B. HINDS, MAYOR
RESOLUTION NO. R-53-17

A RESOLUTION REAPPOINTING A MEMBER TO THE
ENERGY BOARD

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

SEC. 1: Jessie Dotson is hereby appointed to fill an unexpired term on the Energy Board for a term to expire on March 1, 2019 or until his successor is confirmed and qualified;

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

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-54-17

A RESOLUTION REAPPOINTING A MEMBER TO THE
HOUSING COUNCIL

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

SEC. 1: Dan Whitson is hereby reappointed as a member of the Housing Council for a three-year term to expire on March 1, 2020 or until his successor is confirmed and qualified;

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

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-55-17

A RESOLUTION APPOINTING A MEMBER TO THE
HOUSING COUNCIL

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

SEC. 1: Jesse Dotson is hereby appointed as a member of the
Housing Council for a three-year term to expire on March 1, 2020 or until his
successor is confirmed and qualified;

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

KATHRYN B. HINDS MAYOR

PASSED: __________________________

ATTEST: __________________________

REBECCA J. COOL

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  __________
PUBLIC HEARING

RESOLUTION NO. R-56-17

A RESOLUTION APPROVING THE RENEWAL APPLICATION FOR PLACEMENT OF FARMLAND IN AN AGRICULTURAL DISTRICT FILED BY STEVEN H. ALLENBAUGH & BRENDA K. ALLENBAUGH FOR PARCEL #N44-100640 and N44-100740 IN THE CITY OF PIQUA

WHEREAS, Steven H. Allenbaugh & Brenda K. Allenbaugh have submitted a renewal application to designate parcel #N44-100640 and N44-100740 (attached hereto as Exhibit "A") as an agricultural use; and

WHEREAS, parcel #N44-100640 and N44-100740 are devoted exclusively for agriculture use; and

WHEREAS, the placement of this property in an agricultural use district will not adversely impact the City of Piqua’s development needs; and

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

SEC. 1: The renewal application to place parcel #N44-100640 and N44-100740 in an agricultural use district as provided by Ohio Revised Code Section 929.02 is hereby approved.

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
RENEWAL OF FARM LAND IN AN AGRICULTURAL DISTRICT
(O.R.C. Section 929.02)

TO CONTINUE in the Agricultural District, the owner MUST FILE a RENEWAL form PRIOR TO
the FIRST MONDAY IN APRIL ever fifth year with the MIAMI COUNTY Auditor

APPLICANT: ALLENBAUGH STEVEN H
& BRENDA K
SPIKER RD
PIQUA OH 45356 USA

Application No: 383
Original Year: 12/2007
Renewal Year: 2017

Description of Land as shown on Property Tax Statement: Farm Land

Location of Property: Miami Co Washington TWP @ City of Piqua

1. Do you want to renew the real estate list below in the AG District program? □ YES □ NO

2. Does any of the land lie within a municipal corporation limit? □ YES □ NO

3. Is the parcel(s) shown below presently being taxed at their Current Agricultural Use Valuation (CAUV) under section 5713.31, O.R.C.? □ YES □ NO #21

4. Is the parcel(s) shown below exclusively devoted to agricultural purposes? □ YES □ NO

5. If the total acreage farmed in this unit is less than 10 acres, show gross income produced from agricultural purposes for the last three years:

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<th>TAX DIST</th>
<th>PARCEL NUMBER</th>
<th>ACRES</th>
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<td>N44-100740</td>
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TOTAL ACRES 263.92

5-8-14 Cen Pt NW
5-8-14 NW + S Cen Pt SW
Out Lot 314
Out Lot 314 (part)

I declare that this report has been examined by me and to the best of my knowledge and belief is true and correct. I authorize the County Auditor to inspect the property described above to verify the accuracy of the application.

Signature of Owner

Date 2-10-17

Phone Number 937-773-5415

MIAMI COUNTY Auditor Office - 201 W MAIN ST - TROY, OH 45373
PUBLIC HEARING

RESOLUTION NO. R-57-17

A RESOLUTION APPROVING THE RENEWAL APPLICATION FOR PLACEMENT OF FARMLAND IN AN AGRICULTURAL DISTRICT FILED BY LOUISE I. CROMES FOR PARCELS N44-076845, N44-077116, N44-077120 AND N44-099300 IN THE CITY OF PIQUA

WHEREAS, Louise I. Cromes has submitted a renewal application to designate parcels #N44-076845, N44-077116, N44-077120 and N44-099300 (attached hereto as Exhibit “A”) as an agricultural use; and

WHEREAS, parcel #N44-076845, N44-077116, N44-077120 and N44-099300 are devoted exclusively for agriculture use; and

WHEREAS, the placement of this property in an agricultural use district will not adversely impact the City of Piqua’s development needs; and

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

SEC. 1: The renewal application to place parcel #N44-076845, N44-077116, N44-077120 and N44-099300 in an agricultural use district as provided by Ohio Revised Code Section 929.02 is hereby approved.

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

Mayor Kathryn B. Hinds
Commissioner John Martin
Commissioner William Vogt
Commissioner Joseph Wilson
Commissioner Judy Terry
RENEWAL OF FARMLAND IN AN AGRICULTURAL DISTRICT
(O.R.C. Section 929.02)

TO CONTINUE in the Agricultural District, the owner MUST FILE a RENEWAL form PRIOR TO the FIRST MONDAY IN APRIL every fifth year with the MIAMI COUNTY Auditor

APPLICANT: CROMES LOUISE I
W STATLER RD
PIQUA OH 45356 USA

Application No: 111
Original Year: 12/2007
Renewal Year: 2017

Description of Land as shown on Property Tax Statement: See below

Location of Property: 965 W STATLER Rd PIQUA, Ohio

1. Do you want to renew the real estate list below in the AG District program? X YES ___ NO
2. Does any of the land lie within a municipal corporation limit? X YES ___ NO
3. Is the parcel(s) shown below presently being taxed at their Current Agricultural Use Valuation (CAUV) under section 5713.31, O.R.C.? X YES ___ NO
4. Is the parcel(s) shown below exclusively devoted to agricultural purposes? X YES ___ NO

5. If the total acreage farmed in this unit is less than 10 acres, show gross income produced from agricultural purposes for the last three years:

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<td>N44</td>
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TOTAL ACRES 157.39

I declare that this report has been examined by me and to the best of my knowledge and belief is true and correct. I authorize the County Auditor to inspect the property described above to verify the accuracy of the application.

Louise O. Crome

SIGNATURE OF OWNER

2-9-17
DATE

937 375 3196
PHONE NUMBER

MIAMI COUNTY Auditor Office - 201 W MAIN ST - TROY, OH 45373
PUBLIC HEARING

RESOLUTION NO. R-58-17

A RESOLUTION APPROVING THE RENEWAL APPLICATION FOR PLACEMENT OF FARMLAND IN AN AGRICULTURAL DISTRICT FILED BY JAMES A. HIEGEL FOR PARCEL #N44-095820 IN THE CITY OF PIQUA

WHEREAS, James A. Hiegel has submitted a renewal application to designate parcel #N44-095820 (attached hereto as Exhibit “A”) as an agricultural use; and

WHEREAS, parcel #N44-095820 is devoted exclusively for agriculture use; and

WHEREAS, the placement of this property in an agricultural use district will not adversely impact the City of Piqua’s development needs; and

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

SEC. 1: The renewal application to place parcel #N44-095820 in an agricultural use district as provided by Ohio Revised Code Section 929.02 is hereby approved.

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

Mayor Kathryn B. Hinds
Commissioner John Martin
Commissioner William Vogt
Commissioner Joseph Wilson
Commissioner Judy Terry
**RENEWAL OF FARMLAND IN AN AGRICULTURAL DISTRICT**  
(O.R.C. Section 929.02)

**TO CONTINUE** in the Agricultural District, the owner **MUST FILE** a **RENEWAL form PRIOR TO** the **FIRST MONDAY IN APRIL** every fifth year with the MIAMI COUNTY Auditor

**APPLICANT:** HIEGEL JAMES A  
1000 GORDON ST  
PIQUA OH 45366 USA

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<td>Renewal Year:</td>
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Description of Land as shown on Property Tax Statement:

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**Location of Property:** WASHINGTON TWP AND CITY OF PIQUA  
1. Do you want to renew the real estate list below in the AG District program?  
   _**YES**_  _**NO**_

2. Does any of the land lie within a municipal corporation limit?  
   _**YES**_  _**NO**_

3. Is the parcel(s) shown below presently being taxed at their Current Agricultural Use Valuation (CAUV) under section 5713.31, O.R.C.?  
   _**YES**_  _**NO**_

4. Is the parcel(s) shown below exclusively devoted to agricultural purposes?  
   _**YES**_  _**NO**_

5. If the total **acreage farmed** in this unit is **less than 10 acres**, show gross income produced from agricultural purposes for the **last three years**:

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TOTAL ACRES 194.97

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I declare that this report has been examined by me and to the best of my knowledge and belief is true and correct. I authorize the County Auditor to inspect the property described above to verify the accuracy of the application.

**SIGNATURE OF OWNER:**  

**DATE:** 2/13/2017  
**PHONE NUMBER:** 773-1700

MIAMI COUNTY Auditor Office - 201 W MAIN ST - TROY, OH 45373
RESOLUTION NO. R-59-17

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO A LEASE AGREEMENT TO PERMIT
THE USAGE OF A PORTION OF FOUNTAIN PARK
BY THE MIAMI VALLEY CORVETTE CLUB

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

SEC. 1: The City Manager is hereby authorized to permit the Miami Valley Corvette Club, to hold a Car Show on June 24, 2017 to use that part of Fountain Park between the Hance Pavilion and the dining hall, upon the condition that the Miami Valley Corvette Club obtain liability insurance satisfactory to the City Manager at a minimum coverage of $1,000,000, with the City of Piqua being named an additional insured for each event. The rental fee for this lease shall be $1.00 and other valuable consideration.

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

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>March 21, 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT TO PERMIT THE USAGE OF A PORTION OF FOUNTAIN PARK TO MIAMI VALLEY CORVETTE CLUB</td>
</tr>
<tr>
<td>SUBMITTED BY</td>
<td>Chris Schmiesing, City Planner</td>
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<tr>
<td>Development Department</td>
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<tr>
<td>AGENDA CLASSIFICATION</td>
<td>☑Resolution</td>
</tr>
<tr>
<td>☐Consent</td>
<td>☐Ordinance</td>
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<tr>
<td>APPROVALS/REVIEWS</td>
<td>☑City Manager</td>
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<tr>
<td>☑Asst. City Manager/Development</td>
<td>☑Law Director</td>
</tr>
<tr>
<td>☑City Planner</td>
<td>☐Planning Commission</td>
</tr>
<tr>
<td>BACKGROUND</td>
<td>The Miami Valley Corvette Club desires to host a car show at Fountain Park. The event will be open to the public and the display area will primarily occupy a shaded grassy area between the dining hall and Hance Pavilion. The event will be the same as last year.</td>
</tr>
<tr>
<td>BUDGET/FINANCIAL IMPACT</td>
<td>Budgeted $: 0</td>
</tr>
<tr>
<td>(Project costs and funding sources)</td>
<td>Expenditure $: 0</td>
</tr>
<tr>
<td>Source of Funds:</td>
<td></td>
</tr>
<tr>
<td>Narrative: These types of community events contributes positively to a community’s quality of life and the local economy.</td>
<td></td>
</tr>
<tr>
<td>OPTIONS</td>
<td>1. Adopt the resolution to authorize the lease.</td>
</tr>
<tr>
<td>(Include deny/approval option)</td>
<td>2. Defeat the resolution and deny the lease.</td>
</tr>
<tr>
<td>PROJECT TIMELINE</td>
<td>March 21, 2017 Regular City Commission meetings.</td>
</tr>
<tr>
<td>ATTACHMENTS</td>
<td>1. Resolution and lease agreement</td>
</tr>
</tbody>
</table>
LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this ______ day of ________ 2017, by and between the City of Piqua and the Miami Valley Corvette Club as follows:

Section 1: For one dollar and other valuable consideration, the City leases to the Club the below-listed public park facilities for the day of June 24, 2017

That portion of Fountain Park between Hance Pavilion and the dining hall.

Section 2: The Club shall occupy and use the leased premises solely for the purposes of the annual Independence Day celebration and related activities.

Section 3: The Club shall obtain liability insurance satisfactory to the City Manager at a minimum coverage of $1,000,000.

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

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

Section 6: This agreement shall not be assignable.

Section 7. The Club and all vendors shall comply with all inspections and obtain any permits required prior to display of automobiles, at the Club’s expense.

Section 8. The City shall review and contract with all exhibitors. No contract with any exhibitor shall place any liability upon the City.

Section 9. The Club shall be responsible for basic clean-up of the facilities after the conclusion of the festival.

Executed as of the above-referenced date by:

______________________________      ______________________________
Gary A. Huff, City Manager         President, Miami Valley Corvette Club
City of Piqua
RESOLUTION NO. R-60-17

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

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

SEC. 1: The City Manager is hereby authorized to permit Mainstreet Piqua on August 12, 2017 to use Lock Nine Park and Linear Park as the location of the Down a River Down a Beer – Recreational Trail Celebration Event, upon the condition that Mainstreet Piqua obtains liability insurance satisfactory to the City Manager at a minimum coverage of $1,000,000 and complies with the terms of the attached Lease Agreement. The rental fee for this lease shall be $1.00 and other valuable consideration.

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

__________________________
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
# Commission Agenda

## Staff Report

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<td>☑ Planning Commission</td>
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<td><strong>BACKGROUND</strong></td>
<td>The Down a River Down a Beer – Recreational Trail Celebration is an event that aims to…</td>
</tr>
<tr>
<td>(Description, background, justification)</td>
<td>- Attract people to the riverfront area to raise the profile of the water trail and the recreational trail system.</td>
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<td>- Offer samplings of a variety of beer and food, with the food product highlighting local restaurants.</td>
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<td></td>
<td>- Includes a solo musical artist performance.</td>
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<td></td>
<td>- Raises funds to support the maintenance and promotion of the river corridor and the recreational trail system.</td>
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<tr>
<td></td>
<td>The event organizers will collaborate with local supporters to organize and provide a high quality outdoor beer and food tasting event that also offers attendees an opportunity to experience and or witness canoeing, kayaking, and stand up paddle boarding on the Great Miami River water trail, and the demonstration of cycling equipment on the recreational trail.</td>
</tr>
<tr>
<td></td>
<td>The event organizers will be responsible for the general coordination of the event and solicitation of sponsorships and volunteer support. Mainstreet Piqua and the Piqua Arts Council will serve as the contracting/fiduciary agent and be compensated for their expenses and receive recognition as part of the promotion, production, and execution of the event. Any monetary gain from the event will directed to a predetermined item or cause in support of the maintenance and promotion of river corridor and the recreational trail system.</td>
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DOWN THE RIVER, DOWN A BEER
RECREATIONAL TRAIL CELEBRATION EVENT
LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this __________ day of __________ 2017, by and between the City of Piqua (CITY) and Mainstreet Piqua (ASSOCIATION) as follows:

Section 1: For one dollar and other valuable consideration, the City leases to the Association on the days of August 12, 2017, the Lock Nine Park public park facilities, as more specifically shown on the attached Exhibit ‘A’.

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

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

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

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

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

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

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

Section 6: This agreement shall not be assignable.

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

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

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

Executed as of the above-referenced date by:

CITY OF PIQUA

______________________________
Gary A. Huff, City Manager

MAINSTREET PIQUA

______________________________
Lorna Swisher, Executive Director
EXHIBIT B

Down the River, Down a Beer - Recreational Trail Celebration Event

Vision

An event that...

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

Program Concept

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

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

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

Location

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

Dates/Times

The event will be held in August and the recreation activities will begin early afternoon, and the beer and food tasting and musical entertainment will take place later afternoon into the evening. The event will begin at approximately 4:00 p.m. and conclude by approximately 10:00 p.m.

Food
EXHIBIT B

**Down the River, Down a Beer - Recreational Trail Celebration Event**

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

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

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

**Drink**

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

**Other**

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

**Sponsorships**

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

Sponsorship levels include: Brewery $2,500, Barrel $1,000, Keg $500, Case $250, 6-Pack $100
RESOLUTION NO. R-61-17

A RESOLUTION AUTHORIZING A CONTRACT WITH GAMBLE ASSOCIATES ARCHITECTURE + URBAN PLANNING TO PERFORM PROFESSIONAL DESIGN SERVICES FOR THE LOCK NINE PARK RENAISSANCE PROJECT

WHEREAS, the redevelopment of the downtown riverfront area has been identified as a community priority in the Plan It Piqua 2007 Comprehensive Plan Update; and,

WHEREAS, the redesign of the Lock Nine Park area to be a signature public space is identified as a key catalytic action in the Piqua Riverfront District Development Strategy; and,

WHEREAS, the Riverfront Park and Downtown Placemaking Initiative documents provide the level of design detail necessary to understand the general design intent for the park space improvements; and,

WHEREAS, professional design services are needed to prepare construction drawings and specifications that provide the level of detail necessary to understand the specific design and construction intent for the proposed downtown public park space improvements; and,

WHEREAS, Gamble Associates Architecture + Urban Planning completed the design development work and the initial phase of preparing the construction drawings and specifications for the Lock Nine Park Renaissance Project and has extensive knowledge and understanding of the planned park space improvements; and,

WHEREAS, Gamble Associates Architecture + Urban Planning has provided a proposal to perform the professional design services necessary to complete the final phase of preparing the construction drawings and specifications for the proposed Lock Nine Park Renaissance Project park space improvements; and,

WHEREAS, the proposal has been reviewed for conformance with the City of Piqua professional services procurement policies, and the City Manager deems it in the best interest of the City to hire Gamble Associates Architecture + Urban Planning to prepare the construction drawings and specifications for the proposed Lock Nine Park Renaissance Project park space improvements.

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 authorized to enter into a contract with Gamble Associates Architecture + Urban Planning to perform Professional Design Services to complete the final phase of preparing the construction drawings and specifications for the proposed Lock Nine Park Renaissance Project in substantial compliance with the proposal included herewith as Exhibit ‘A’.

SEC. 2: The cost of the services is not to exceed $247,500.

SEC. 3: 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.
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

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 __________________
<p>| MEETING DATE | March 21, 2017 |
| REPORT TITLE | A RESOLUTION AUTHORIZING A CONTRACT WITH GAMBLE ASSOCIATES ARCHITECTURE + URBAN PLANNING TO PERFORM PROFESSIONAL DESIGN SERVICES FOR THE LOCK NINE PARK RENAISSANCE PROJECT |
| SUBMITTED BY | Chris Schmiesing, City Planner |
| Development Department |
| AGENDA CLASSIFICATION | ☑ Resolution |
| ☐ Consent | ☐ Ordinance | ☐ Regular |
| APPROVALS/REVIEWS | ☑ City Manager |
| ☑ Asst. City Manager/Development | ☑ Asst. City Manager/Financa |
| ☑ Law Director |
| ☑ City Planner | ☐ Planning Commission |
| BACKGROUND | The redesign of the Lock Nine park area to be a signature public space is identified as a key catalytic action in the Piqua Riverfront District Development Strategy. |
| Gamble Associates Architecture + Urban Planning completed the design development work and the initial phase of preparing the construction drawings and specifications for the Lock Nine Renaissance Project. As such, the firm has developed an extensive knowledge and understanding of the proposed park space improvements and is quite familiar with our community. Engaging Gamble Associates to complete the construction drawings and specifications for this project will build upon the work they have completed to date and ready project for the bidding and construction phase. |
| Budgeted $: | 247,500 |
| Expenditure $: | 247,500 |
| Source of Funds: | General Fund |
| Narrative: | Approving the resolution will allow for the final phase of design to be completed and result in the preparation of the construction documents and specifications necessary to advance the proposed park space improvements. |
| OPTIONS | 1. Adopt the resolution to authorize the contract for professional services. |</p>
<table>
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<tr>
<td>2.</td>
<td>Defeat the resolution to deny authorization of the contract for professional services.</td>
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</tbody>
</table>
| **PROJECT TIMELINE** | March 21, 2017 – City Commission  
April 2017 – Begin Work  
September 2017 – Complete construction documents and specifications |
| **REASON FOR SELECTING CONSULTANT/COMPANY** | Gamble Associates work on similar projects demonstrates the firm is uniquely qualified to complete the Lock Nine Park Renaissance Project design work. Their successful completion of prior phases of this project has enabled them to gain an extensive knowledge and understanding of the proposed park space improvements and the community interests. Hiring Gamble Associates to provide the desired professional services will ensure the efficient and effective completion of the design work necessary to this project. |
| **ATTACHMENTS** | Copy of proposed contract agreement |
AGREEMENT ______ - 2017

This Agreement is hereby entered into this _____ day of ________________ 2017 between the City of Piqua, a municipal corporation in the State of Ohio ("City") and Gamble Associates, Architecture + Urban Planning ("Contractor") for the services as agreed to herein.

WHEREAS, Gamble Associates Architecture + Urban Planning completed the design development work and the initial phase of preparing the construction drawings and specifications for the Lock Nine Park Renaissance Project ("Project") and has extensive knowledge and understanding of the planned park space improvements; and,

WHEREAS, Gamble Associates Architecture + Urban Planning has provided a proposal to perform the professional design services necessary to complete the final phase of preparing the construction drawings and specifications for the proposed Lock Nine Park Renaissance Project park space improvements; and,

WHEREAS, the proposal has been reviewed for conformance with the City of Piqua professional services procurement policies, and the City Manager deems it in the best interest of the City to hire Gamble Associates Architecture + Urban Planning to prepare the construction drawings and specifications for the proposed Lock Nine Park Renaissance Project park space improvements.

WHEREAS, the City of Piqua Commission has budgeted to secure professional design services for the Lock Nine Park Renaissance Project;

WHEREAS, this Agreement confirms the terms between the parties as substantially set out in the Proposal for Design Services Phase 2 Construction Documents included herewith;

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements set forth, the City of Piqua and the Contractor, each binding itself, its successors and assigns, do mutually agree as follows:

I. PARTIES
1. City of Piqua: The City of Piqua is a municipal corporation in Miami County, State of Ohio. The City of Piqua shall be referred throughout the Agreement as "City."

2. Contractor: Contractor is Gamble Associates, Architecture + Urban Planning, which is to provide the services contracted for by way of this Agreement.

II. SCOPE OF SERVICES
   See Proposal for Design Services Phase 2 Construction Documents document included herewith.

III. COMPENSATION
Total lump sum not to exceed amount (including all travel and incidental expenses) shall be $247,500

IV. LAW AND TERMS OF AGREEMENT

1. Subcontracting:
None of the work or services covered by this Agreement shall be subcontracted, except as set forth herein, without the prior written approval of the City of Piqua City Planner. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

2. Compliance With Laws and Policies:
This Agreement is subject to and Contractor shall comply with all statutes, ordinances, regulations, and rules of the Federal Government, the State of Ohio, the County of Miami and the City of Piqua.

3. Law to Govern and Forum:
This Agreement is entered into and is to be performed in the State of Ohio. City of Piqua and Contractor agree that the law of the State of Ohio shall govern the rights, obligations, duties and liabilities of the parties to this agreement and shall govern the interpretation of this Agreement. The forum for any litigation shall be Miami County, Ohio.

4. Amendment:
This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

5. Entirety:
This Agreement and the Exhibits attached hereto contain the entire Agreement between the parties as to the matters contained herein. Any oral representations of modifications concerning this Agreement shall be of no force and effect.

6. Waiver:
A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

7. Hold Harmless and Indemnification:
The Contractor shall protect, defend, indemnify and hold harmless the City of Piqua, its officers, agents, elected officials, employees, elected officials and volunteers, from any and all loss, claims, expenses, actions, causes of action, damages and obligations, financial or otherwise, including attorney fees and legal expenses, arising from any and all acts of the Contractor, its agents,
employees, licensees, or invitees, that result in injury to persons or damage to property.

8. **Insurance:**
The Contractor, at its sole cost and expense, shall procure and maintain at all times during the term of this Agreement general liability or other insurance in an amount not less than One Million Dollars ($1,000,000) for liability for acts of the Contractor or its agents and/or employees. The City of Piqua shall be an additional named insured with the following language required:

"City of Piqua, its employees, agents, volunteers, all boards, commissions, and/or authorities and board members, including employees, agents and volunteers thereof are an additional insured and this insurance coverage shall serve as Primary to the Additional Insureds and not contributing with any other insurance or self-insurance available to the Additional Insureds."

Each entity must provide a certificate of insurance that has at least $1 million commercial general liability coverage per occurrence or $2 million aggregate on ISO Form CG 00 01 12 07. Cincinnati Insurance endorsement form GA 411311 99 will not be accepted.

9. **Notice:**
This Agreement provides that all notices be personally served or sent by certified mail, postage prepaid and return receipt requested, addressed to the following parties:

To the City of Piqua: To the Contractor:
Chris Schmiesing David Gamble
Development Department Gamble Associates
201 West Water Street 678 Massachusetts Avenue, Suite 502
Piqua, Ohio 45356 Cambridge, MA 02139

10. **Independent Contractor:**
The Contractor, his assigns, heirs, successors, employees and any and all subcontractors are independent contractors and are not agents and/or employees of the City of Piqua.

11. **Audit:**
At any time the City shall have the right to request an audit of the Contractor's records to determine compliance with the terms of this Agreement. Upon such request by the City, the Contractor shall permit inspection of its records within two (2) days. Failure to comply with the City's request for an audit shall be cause for the City to withhold payment for services until the audit takes place and the City is able to obtain the information to satisfy compliance with the terms of this Agreement.
12. **Assignment:**
This Agreement shall not be assigned without the express written approval of the City of Piqua. Failure to secure the City’s approval prior to assignment of this Agreement shall be cause for termination of this Agreement with any and all costs and damages being assessed to the Contractor.

13. **Default:**
Should the Contractor default on any provision of this Agreement, the City shall provide written notice of the default and Contractor shall have a period of thirty (30) days to cure the default. If the Contractor does not cure the default within the allotted period, the City may cure the default and assess the costs to the Contractor or may terminate the Agreement for reason that said Contractor has breached this Agreement and was considered in default.

14. **Termination:**
This Agreement may only be terminated if either party should fail materially to fulfill its obligations under this Agreement, the other party may notify the breaching party of the intent to terminate the Agreement. If a party should seek termination, said party shall provide thirty (30) days written notice, specifying the reason(s) which constitute a failure to perform. The breaching party shall have thirty (30) days to cure the default from the notice of intent to terminate. Failure to cure the default terminates the Agreement at the expiration of the thirty (30) days.

15. **Term:**
The term of this Agreement shall be for the 6 month period, beginning from the date of execution of this Agreement. Said term is non-renewing.

16. **Conflict of Interest:**
No officer, employee, or agent of the City of Piqua who exercises any functions or responsibilities in connection with the planning and carrying out of the program, nor any immediate family member, close business associate, or organization which is about to employ any such person, shall have any personal financial interest, direct or indirect, in the Contractor or in this Agreement and the Contractor shall take appropriate steps to assure compliance.

The Contractor agrees that it will not contract with any subcontractor in which it has any personal interest, direct or indirect. The Contractor further covenants that in the performance of this Agreement, no person having any conflict shall be employed.

17. **Waiver:**
A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other
provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

18. Proprietary Materials:
The City of Piqua acknowledges that in the course of performing services, the Contractor may use products, materials or proprietary information. The City of Piqua agrees that it shall have or obtained no rights in the proprietary material, except pursuant to a separate written agreement that may be executed by the parties.

The Contractor acknowledges that in the course of performing services for the City of Piqua, the materials and information obtained, used, and/or produced for the City of Piqua are the exclusive properties of the City and may not be disseminated in any manner without the prior written approval of the City of Piqua.

19. Ownership of Property:
The Contractor agrees that at the expiration or in the event of termination of this Agreement, any memoranda, maps, drawings, working papers, reports and other similar documents produced in connection with the Agreement shall become the property of the City of Piqua.

The Contractor acknowledges that the City of Piqua is obligated to comply with the Public Records law of the State of Ohio and must disclose upon request any document that is considered a public record pursuant to the law

20. Warranty:
The Contractor warrants that the service to be provided by it hereunder will be performed in good, timely, and professional manner by qualified staff and in accordance with generally accepted industry standards.

V. SIGNATURE

The parties enter into this Agreement this ___ day of ____________, 2017, as executed and witnessed in accordance with the below signatures.

CITY OF PIQUA
By: ____________________________

GAMBIER ASSOCIATES
By: ____________________________

Gary A. Huff, City Manager

David Gambill, Principal
March 15, 2017

Chris Schmiesing, City Planner
Development Department
201 W. Water Street
Piqua, OH 45356
CC: Booker Design Collaborative

PROPOSAL FOR DESIGN SERVICES
PHASE 2 CONSTRUCTION DOCUMENTS
Piqua Ohio Lock Nine Park

Dear Chris,

We are pleased to submit this proposal for completion of Construction Documents for Lock Nine Park. The final design and ultimate construction of this vital civic space downtown demonstrates the city's commitment to connect to its riverfront and advance the thoughtful efforts accomplished to date. Working together with the city, we are committed to designing a memorable, affordable and durable civic space that is tailored to the rich history and culture of Piqua. This work advances the first phase of design which resulted in a 35% construction document set for the purposes of utility relocation and site preparation.

As projects get more exact, there is a need for greater levels of expertise. The final construction document set will be done in collaboration with the following firms:

- Booker Design Collaborative
- ChoiceOne
- RSE Associates
- Wc3 Design
- CTL Engineering
- Available Light
- Omloop
- Aqua Design Group
- Robert Pass Associates
- BloodHound

landscape architecture
civil/environmental engineering
structural engineering
irrigation
geotech/drilling
environmental lighting
signage/wayfinding
water feature
cost estimating
ground penetrating radar

PIQUA OHIO
March 15, 2017
LOCK NINE PARK
SCOPE OF WORK
This scope of work completes the construction documents and specifications. It does not include bidding or construction administration, which is broken out as a third and final phase.

Phase 1 35% CD set / preliminary cost estimate (September 2016 - January 2017)
Phase 2 100% CD set and final specifications / final estimate (April – September 2017)
Phase 3 Permitting, Bidding and Construction Administration (2018)

Phase 2 focuses on Lock Nine Park - the area south of Water Street and east of Main Street to the Great Miami River and just below the Rail Bridge. The area of work includes a portion of the concrete revetment wall that is proposed for reconstruction by the Miami Conservancy District (MCD). This work includes coordination with MCD on a portion of the revetment wall redesign. The goal of this Phase of Work is to complete the design work such that an accurate assessment of the costs can be established and the park can be readied for construction. It is anticipated that the utility relocations will occur in 2017-2018. Construction details for all major design features of the park and performance pavilion will be developed and a palette of materials (paving, lighting, street furniture, etc.) established for all public realm improvements in the park. Note: this palette will ultimately continue along the Canal Corridor.

In addition, our team will:
- We will prepare 100% complete Construction Documents and Specifications for Lock Nine Park.
- Drilling, sampling test borings and the excavation of test pits for the purposes of the structural engineering calculations.
- Site grading and utility plan for relocation of all major utilities.
- Storm Water Pollution Prevention Plan
- Lighting plan with site fixtures and site photometric plan for major public events and everyday park use.
- All season irrigation plan for plantings
- Coordinate with all subconsultants on site grading and soil conditions.
- Coordinate with landscape architect on planting and species selection.
- Coordinate with town historian on content for new historical signage/wayfinding.
- Work with Piqua event planners to ensure the park meets the needs of the community for large scale events and performances.
- Establish ground plane material palette for all spaces and performance pavilion.
- Coordinate with adjacent property owners on the interface with the park.
- Prepare presentation materials for public meeting(s).
- Refine computer 3d model for presentation purposes and marketing materials.
Completion of design for Lock Nine water features and plans, elevations, sections, details and finish schedule for final water feature with piping and instrumentation diagrams and equipment room layout.

SCHEDULE
We are prepared to begin work on the completion of the construction documents immediately. The time frame for Phase 2 is approximately 24 weeks, concluding in September 2017. We envision monthly meetings in Piqua for project planning and coordination augmented with bi-weekly conference calls.

FEE
The cost associated with the completion of the construction documents (Phase 2) is $225,000 (two hundred twenty-five thousand dollars) not including reimbursable expenses. Reimbursable expenses are estimated at $22,500 and includes all travel and printing costs. Therefore, the Total Contract for this phase of work including reimbursable expenses is a Not-To-Exceed $247,500 (two hundred forty-seven thousand five hundred dollars). This fee includes fees and expenses for all sub-consultants. We have arrived at the fee for professional services in the following manner: Total construction budget for Lock Nine Park = $4,500,000. Design fee = (.10) x $4,500,000 = $450,000. Phase 2 work = ($450,000) x .5 = $225,000.

EXCLUSION TO SCOPE OF SERVICES
Client shall provide the following information or services as required for performance of the work. Gamble Associates assumes no responsibility for the accuracy of such information or services and shall not be liable for error or omissions therein. Should Gamble Associates be required to provide services in obtaining or coordinating compilation of this information, such services shall be charged as Additional Services.

A. Legal descriptions of the property and rights-of-way/easements associated with Park
B. Historical survey or archeological site analysis
C. Structures which are part of adjacent buildings (e.g. Piqua Mill/Granite buildings)
D. Environmental testing for potential contaminants of concern with geotechnical work
E. Traffic Signal Design, Traffic Impact Studies or Data Collection
F. Electrical Resistivity Imaging (ERI)
G. Fabrication, delivery and installation of sign prototypes
H. Project permitting

End of proposal.
March 15, 2017

Chris Schmiesing, City Planner
Development Department
201 W. Water Street
Piqua, OH 45356
CC: Booker Design Collaborative

PROPOSAL FOR DESIGN SERVICES
PHASE 2 CONSTRUCTION DOCUMENTS
Piqua Ohio Lock Nine Park

Dear Chris,
We are pleased to submit this proposal for completion of Construction Documents for Lock Nine Park. The final design and ultimate construction of this vital civic space downtown demonstrates the city’s commitment to connect to its riverfront and advance the thoughtful efforts accomplished to date. Working together with the city, we are committed to designing a memorable, affordable and durable civic space that is tailored to the rich history and culture of Piqua. This work advances the first phase of design which resulted in a 35% construction document set for the purposes of utility relocation and site preparation.

As projects get more exact, there is a need for greater levels of expertise. The final construction document set will be done in collaboration with the following firms:

- Booker Design Collaborative
  - landscape architecture
- ChoiceOne
  - civil/environmental engineering
- RSE Associates
  - structural engineering
- Wc3 Design
  - irrigation
- CTL Engineering
  - geotech/drilling
- Available Light
  - environmental lighting
- Omloop
  - signage/wayfinding
- Aqua Design Group
  - water feature
- Robert Pass Associates
  - cost estimating
- BloodHound
  - ground penetrating radar
SCOPE OF WORK
This scope of work completes the construction documents and specifications. It does not include bidding or construction administration, which is broken out as a third and final phase.

Phase 1 35% CD set / preliminary cost estimate (September 2016 - January 2017)
Phase 2 100% CD set and final specifications / final estimate (April – September 2017)
Phase 3 Permitting, Bidding and Construction Administration (2018)

Phase 2 focuses on Lock Nine Park - the area south of Water Street and east of Main Street to the Great Miami River and just below the Rail Bridge. The area of work includes a portion of the concrete revetment wall that is proposed for reconstruction by the Miami Conservancy District (MCD). This work includes coordination with MCD on a portion of the revetment wall redesign. The goal of this Phase of Work is to complete the design work such that an accurate assessment of the costs can be established and the park can be readied for construction. It is anticipated that the utility relocations will occur in 2017-2018. Construction details for all major design features of the park and performance pavilion will be developed and a palette of materials (paving, lighting, street furniture, etc.) established for all public realm improvements in the park. Note: this palette will ultimately continue along the Canal Corridor.

In addition, our team will:
- We will prepare 100% complete Construction Documents and Specifications for Lock Nine Park.
- Drilling, sampling test borings and the excavation of test pits for the purposes of the structural engineering calculations.
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- Coordinate with all subconsultants on site grading and soil conditions.
- Coordinate with landscape architect on planting and species selection.
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- Refine computer 3d model for presentation purposes and marketing materials.
- Completion of design for Lock Nine water features and plans, elevations, sections, details and finish schedule for final water feature with piping and instrumentation diagrams and equipment room layout.

**SCHEDULE**
We are prepared to begin work on the completion of the construction documents immediately. The time frame for Phase 2 is approximately 24 weeks, concluding in September 2017. We envision monthly meetings in Piqua for project planning and coordination augmented with bi-weekly conference calls.

**FEE**
The cost associated with the completion of the construction documents (Phase 2) is $225,000 (two hundred twenty-five thousand dollars) not including reimbursable expenses. Reimbursable expenses are estimated at $22,500 and includes all travel and printing costs. **Therefore, the Total Contract for this phase of work including reimbursable expenses is a Not-To-Exceed $247,500 (two hundred forty-seven thousand five hundred dollars).** This fee includes fees and expenses for all sub-consultants. We have arrived at the fee for professional services in the following manner: Total construction budget for Lock Nine Park = $4,500,000. Design fee = (.10) x $4,500,00 = $450,000. Phase 2 work = ($450,000) x .5 = $225,000.

**EXCLUSION TO SCOPE OF SERVICES**
Client shall provide the following information or services as required for performance of the work. Gamble Associates assumes no responsibility for the accuracy of such information or services and shall not be liable for error or omissions therein. Should Gamble Associates be required to provide services in obtaining or coordinating compilation of this information, such services shall be charged as Additional Services.

A. Legal descriptions of the property and rights-of-way/easements associated with Park needed for adjacent properties
B. Historical survey or archeological site analysis
C. Structures which are part of adjacent buildings (e.g. Piqua Mill/Granite buildings)
D. Environmental testing for potential contaminants of concern with geotechnical work
E. Traffic Signal Design, Traffic Impact Studies or Data Collection
F. Electrical Resistivity Imaging (ERI)
G. Fabrication, delivery and installation of sign prototypes
H. Project permitting

*End of proposal.*
RESOLUTION NO. R-62-17

A RESOLUTION REQUESTING AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH FISHEBECK, THOMPSON, CARR & HUBER, INC. TO PERFORM ENGINEERING DETAIL DESIGN WORK ON THE WASTEWATER PUMP STATIONS

WHEREAS, the Ohio EPA mandates that the City of Piqua maintain our wastewater collection system; and

WHEREAS, a majority of the city's wastewater pump stations are late 1950's to early 1960's era vintage systems and are in need of upgrade to current standards; and

WHEREAS, Fishbeck, Thompson, Carr & Huber, Inc. was selected from five firms based upon request for qualifications during said preliminary design; and

WHEREAS, Fishbeck, Thompson, Carr & Huber, Inc. and in that has completed preliminary design; and

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

SEC. 1: The City Manager is authorized to enter into a contract with Fishbeck, Thompson, Carr & Huber, Inc. to perform professional engineering services of detail design for wastewater lift stations;

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 terms, not to exceed $188,000.00, and said funds are available;

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>March 21, 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A RESOLUTION REQUESTING AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH FISHBECk, THOMPSON, CARR &amp; HUBER, INC. TO PERFORM ENGINEERING DETAIL DESIGN WORK ON THE WASTEWATER PUMP STATIONS</td>
</tr>
<tr>
<td>SUBMITTED BY</td>
<td>Name &amp; Title: Chris Melvin - Wastewater Treatment Superintendent Department: Utilities</td>
</tr>
<tr>
<td>AGENDA CLASSIFICATION</td>
<td>☑ Resolution</td>
</tr>
<tr>
<td>APPROVALS/REVIEWS</td>
<td>☑ City Manager ☑ Asst. City Manager/Finance</td>
</tr>
<tr>
<td>BACKGROUND</td>
<td>☑ Asst. City Manager/Development</td>
</tr>
<tr>
<td>(Includes description, background, and justification)</td>
<td>☑ Department Director; ☑ Other:</td>
</tr>
<tr>
<td>BUDGETING AND FINANCIAL IMPACT</td>
<td>Budgeted $: $188,000</td>
</tr>
<tr>
<td>(Includes project costs and funding sources)</td>
<td>Expenditure $: $188,000-not to exceed</td>
</tr>
<tr>
<td>Source of Funds: Wastewater budget - Professional services</td>
<td></td>
</tr>
<tr>
<td>Narrative: The detail design must be completed first, then the construction phase. We have applied for an OPWC grant and loan to pay for construction phase with the award decision expected later this year.</td>
<td></td>
</tr>
<tr>
<td>OPTIONS</td>
<td>1. Approval of resolution to continue the lift station updating</td>
</tr>
<tr>
<td>(Include Deny/Approval Option)</td>
<td>2. Denial of the resolution, we would then have to make replacements as breakdowns occur along with addressing safety and code issues.</td>
</tr>
<tr>
<td>3.</td>
<td>4.</td>
</tr>
<tr>
<td>PROJECT TIMELINE</td>
<td>Upon commission approval, detail design completed by fall in order to seek grant and loan for construction phase(s)</td>
</tr>
<tr>
<td>STAFF RECOMMENDATION</td>
<td>Recommend move to complete the detailed designs so we are ready for the construction phase if grant/loan approval comes later this year</td>
</tr>
<tr>
<td>REASON FOR SELECTING CONSULTANT/COMPANY</td>
<td>RFQ'd this firm for preliminary design</td>
</tr>
<tr>
<td>ATTACHMENTS</td>
<td>FTC&amp;H proposal for costs of detail design &amp; exhibit noting station locations</td>
</tr>
</tbody>
</table>
Wastewater pump stations designing for elimination or replacement

* Miami Valley Centre Mall Pump Station – The recommendation is to eliminate the existing pump station with 1,500 feet of gravity sewer that will convey flows to an existing manhole near Garbry Road. The existing pump station will be demolished and removed.

* Orchard Drive Pump Station – The recommended improvements involve replacing of the existing pump station with a duplex submersible station with a precast concrete wet well and valve vault. Due to the low capacity requirements, the pumps would be submersible grinder pumps. This will require a smaller force main and therefore replacement of the existing force main. The electrical/SCADA improvements consist of a new panel with manual transfer switch for generator connection and SCADA components.

* Maplewood Drive Pump Station – The recommended improvements involve replacement of the existing pump station with a duplex submersible station with a precast concrete wet well and valve vault. Due to the low capacity requirements, the pumps would be submersible grinder pumps. This will require a smaller force main and therefore replacement of the existing force main. The electrical/SCADA improvements consist of a new panel with manual transfer switch for generator connection and SCADA components.

* Candlewood Pump Station – The recommended improvements involve replacement of the existing pump station with a duplex submersible station with a precast concrete wet well and valve vault. Relocation of the pump station to the median strip in Candlewood Blvd. will be considered. The capacity is high enough to allow a 4-inch submersible pump. Due to the short length and age, it is recommended that the force main would be replaced. The electrical/SCADA improvements consist of a new panel with manual transfer switch for generator connection and SCADA components.

* Stratford Drive Pump Station – The recommended improvements involve replacing the existing pump station with a duplex submersible station with a precast concrete wet well and valve vault. The capacity is high enough to allow a 4-inch submersible pump. Due to the length of the force main, it has been assumed that the force main will not be replaced. However, during the design phase the force main will be assessed to determine its current condition and the need for any rehabilitation or replacement. The electrical/SCADA consist of a new panel with manual transfer switch for generator connection and SCADA components.
PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: Piqua Wastewater Pump Stations Rehabilitation Program – Detailed Engineering Design Services

FTCH CONTACT: Richard C. Miller, PE

CLIENT: City of Piqua, Ohio

CLIENT CONTACT: Mr. Chris Melvin

ADDRESS: 201 West Water Street, Piqua, Oh 45356

hereby requests and authorizes Fishbeck, Thompson, Carr & Huber, Inc. (FTCH) to perform the following:

SCOPE OF SERVICES:

Perform the Detailed Engineering Design for the replacement of four of the City's wastewater pumping stations and for a gravity sewer that will eliminate the Miami Valley Mall Pump Station. This phase will utilize the recommendations from Phase 1 and Phase 2 Evaluations. Contract Documents will be prepared for each of the pump stations as outlined in the attached Proposal Letter dated February 28, 2017.

AGREEMENT. The Agreement consists of this page and the documents that are checked:

☑ Terms and Conditions for Professional Services, attached.
☑ Proposal dated February 28, 2017
☐ Other:

METHOD OF COMPENSATION:

☐ Lump Sum for Defined Scope of Services
☑ Hourly Billing Rates plus Reimbursable Expenses
☐ Other:

Budget for above Scope of Services:

One Hundred Eighty-Eight Thousand Dollars ($188,000).

ADDITIONAL PROVISIONS (IF ANY):

None.

APPROVED FOR:

City of Piqua, Ohio

BY: ___________________________

TITLE: _______________________

CONTRACT DATE: ____________

ACCEPTED FOR:

Fishbeck, Thompson, Carr & Huber, Inc.

BY: _______________________

TITLE: Vice President

DATE: February 28, 2017
RESOLUTION NO. R-63-17

AN EMERGENCY RESOLUTION REQUESTING AUTHORIZATION TO PURCHASE THE REAL PROPERTY AND BUILDING(S) LOCATED AT 9480 N. STATE ROUTE 66, PARCEL NO. M40-046700, PAYABLE TO MIAMI COUNTY SHERIFF’S OFFICE, IN THE AMOUNT NOT TO EXCEED $10,000.00

WHEREAS, the City of Piqua, the City of Piqua already owns the property adjacent to 9480 N. State Route 66, Piqua, Miami County, Ohio; and

WHEREAS, ownership of this property will give the City full ownership of this low area due north of the existing water treatment plant; and

WHEREAS, the purchase of the entire property located at 9480 N. State Route 66 will allow the City to eliminate any potential loss should a breach occur in the hydraulic canal since this property is at an elevation which is lower than the canal; and

WHEREAS, Miami County Treasurer brought a foreclosure action against the property in Miami County Court of Common Pleas, Case No. 2016 CV 00309 where the property was foreclosed upon and it was ordered to be sold at Sheriff’s Sale on March 29, 2017.

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

SEC. 1: The City Manager is authorized to bid and purchase at the Miami County Sheriff’s Sale on March 29, 2017, the property identified as Parcel No. M40-046700, 9480 N. State Route 66, Piqua, Miami County, Ohio 45356.

SEC. 2: The Finance Director certifies funds are available and the City Manager is hereby authorized to pay for the said real property and building(s) located at 9480 N. State Route 66, Piqua, Miami County, Ohio, Parcel No. M40-046700 payable to the Miami County Sheriff’s Office, in the amount not to exceed $10,000.00.

SEC. 3: This Resolution is declared an emergency for the immediate preservation of the public peace, health or safety in the City of Piqua. Any further delay in the passing of the Resolution would result in the loss of the ability of the City to purchase this property as the Sheriff’s Sale is scheduled for March 29, 2017.

__________________________________________
KATHRYN B. HINDS, MAYOR

PASSED: ____________________________

ATTEST: ____________________________
REBECCA J. COOL
CLERK OF COMMISSION

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 Joseph Wilson ______
Commissioner John Martin ______ Commissioner Judy Terry ______
Commissioner William Vogt ______
<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>March 21, 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>An Emergency Resolution requesting authorization to purchase the real property and building(s) located at 9480 N. State Route 66, Parcel NO. M40-046700, payable to Miami County Sheriff's Office, in the amount not to exceed $10,000.00</td>
</tr>
<tr>
<td>SUBMITTED BY</td>
<td>Name &amp; Title: Don Freisthler, Water System Superintendent Department: Water Department</td>
</tr>
<tr>
<td>AGENDA CLASSIFICATION</td>
<td>☑ Consent ☐ Ordinance ☑ Resolution ☐ Regular</td>
</tr>
<tr>
<td>APPROVAL/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>On September 2nd, 2014, Resolution #R-94-14 was passed to purchase the property at 9500 N. State Route 66. The property at 9480 N. State Route 66 is adjacent to this property and has been abandoned for quite some time. The City of Piqua has been looking to purchase this property since 2014 but has not had the ability to do so. At this time, the Miami County Treasurer has a foreclosure action against the property in Miami County Court of Common Please. The property was ordered to be sold at Sheriff’s Sale on March 29, 2017. The cost of property is $6,579.55 and court costs of $3,000.00. This makes the total cost $9,579.55. We have added a small contingency to bring the total to $10,000.00. This will give the City full ownership of the entire low area just north of the existing water plant. The area is directly below the hydraulic canal and in danger of potential flooding should ever a breach occur in the levy. This is an emergency Resolution because of the date of the Sheriff sale of the property on March 29, 2017.</td>
</tr>
<tr>
<td><strong>BUDGETING AND FINANCIAL IMPACT</strong></td>
<td>Budgeted $:</td>
</tr>
<tr>
<td>-----------------------------------</td>
<td>-------------</td>
</tr>
<tr>
<td>Expenditure $:</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>Source of funds:</td>
<td>403 Water Funds</td>
</tr>
<tr>
<td><strong>Narrative:</strong></td>
<td>Funding will come from Water Budget</td>
</tr>
<tr>
<td><strong>OPTIONS</strong></td>
<td>1. Approve Resolution to purchase property at 9480 N. State Route 66.</td>
</tr>
<tr>
<td></td>
<td>2. Do not approve Resolution to purchase the property.</td>
</tr>
<tr>
<td><strong>PROJECT TIMELINE</strong></td>
<td>Property will be purchased at the Sheriff’s Sale on March 29, 2017.</td>
</tr>
<tr>
<td><strong>STAFF RECOMMENDATION</strong></td>
<td>Pass Resolution to purchase the property located at 9480 N. State Route 66.</td>
</tr>
<tr>
<td><strong>REASON FOR SELECTING CONSULTANT/COMPANY</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>ATTACHMENTS</strong></td>
<td>N/A</td>
</tr>
</tbody>
</table>
RESOLUTION NO. R-64-17

A RESOLUTION AUTHORIZING THE CITY MANAGER TO JOIN
LITIGATION TO CHALLENGE SUBSTITUTE SENATE BILL 331

WHEREAS, the City of Piqua recognizes that its citizens need advanced wireless communications services and that its citizens desire enhanced access to these services; and

WHEREAS, the City of Piqua recognizes that small cell facilities will need to be situated within the corporate limits of the City in order to expand wireless communications services; and

WHEREAS, the City of Piqua desires to work with wireless communications companies regarding the placement of these facilities in order to preserve the aesthetics of the community and protect the health, safety, and welfare of its citizens; and

WHEREAS, the State of Ohio has enacted Substitute Senate Bill 331, which purports to remove the City’s authority to regulate and control placement of these facilities in City right-of-way and requires cities to make available at nominal cost, access to city-owned poles and other structures in the right-of-way; and

WHEREAS, the City of Piqua desires to assert its home rule authority to control the use of local right-of-way in the best interests of its citizens; and

WHEREAS, Substitute Senate Bill 331 violates the home rule provisions of the Ohio Constitution.

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 authorized to engage the services of Ice Miller, LLP to bring suit on behalf of the City of Piqua declaring Substitute Senate Bill 331 as unconstitutional and otherwise in violation of Ohio law.

SEC. 2: The Finance Director certifies and warrants that the funds are available and is authorized to draw her warrant on the appropriate account in an amount not to exceed $4,000 for the City’s share of the retainer for representation in joint litigation of numerous cities challenging Sub. SB 331.

SEC. 3: This Resolution shall be declared an emergency for the preservation of the public health, safety and peace as Sub. SB 331 is effective March 21, 2017, and legal counsel needs time to represent the City prior to the law taking effect.

KATHRYN B. HINDS, MAYOR
PASSED: _________________________

ATTEST: _________________________
REBECCA J. COOL
CLERK OF COMMISSION

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

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