REGULAR PIQUA CITY COMMISSION MEETING  
TUESDAY, JUNE 6, 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 PIQUA CITY COMMISSION MEETING

CONSENT AGENDA

1. APPROVAL OF MINUTES  
   Approval of the minutes from the May 16, 2017 Regular City Commission Meeting

2. RES. NO. R-86-17  
   A Resolution of Appreciation for the Public Service of Elaine G. Barton as a City Employee

NEW BUSINESS

3. RES. NO. R-87-17  
   A Resolution fixing the time and place for a Public Hearing on the proposed City Tax Budget  
   for Miami County for the calendar year 2018 and Draft Appropriation Ordinance

4. RES. NO. R-88-17  
   A Resolution awarding a contract to Jess Howard Electric Company for the Precision Approach  
   Path Indicator (PAPI) Installation Project at the Piqua Municipal Airport - Hartzell Field

5. RES. NO. R-89-17  
   A Resolution authorizing the City Manager to enter into an agreement with Delta Airport Consultants,  
   Inc. for the Construction Engineering Services for the Precision Approach Path Indicator (PAPI)  
   System at the Piqua Municipal Airport – Hartzell Field

6. RES. NO. R-90-17  
   A Resolution authorizing the City Manager to enter into an agreement with the Piqua Board of  
   Education for the designation of Franchise Fees

7. RES. NO. R-91-17  
   A Resolution requesting authorization to increase the purchase order to CDM Smith for additional  
   design services incurred during the design phase of the Wastewater Treatment Plant expansion  
   and upgrade

8. RES. NO. R-92-17  
   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 and Piqua Arts Council

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
MINUTES
PIQUA CITY COMMISSION
Tuesday, May 16, 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.

ANNOUNCEMENTS
Proclamation – POLICE WEEK IN THE CITY OF PIQUA
ACCEPTING: Officer of the Year – Jeremy Koehler

Mayor Hinds read the proclamation proclaiming Police Week in the City of Piqua and presented it to Police Officer Jeremy Koehler, Piqua Police Officer of the Year.

PRESENTATION- Diane Miller/Al Fledderman

Diane Miller provided a brief overview of all of the help the City of Piqua, Police, Fire, and Public Works Departments have provided over the 50 years to the Piqua 4th of July Committee.

Diane presented checks to:

Public Works Director Doug Harter  
Fire Chief Brent Pohlschneider  
Police Chief Bruce Jamison  
City Manager Gary Huff

Mayor Hinds read the names and addresses of the Residence Pride Award winners as pictures of their homes were shown. Mayor Hinds congratulated all of the award winners and encouraged all citizens to take pride in their residences.

RESIDENCE PRIDE AWARDS:

808 W. Ash Street - Kathy & Butch Thompson
424 Brook Street – Jerry Robson
626 Miami Street – Danny & Tamara Brown
406 New Street - Kiamy Auto Upholstery
1301 Washington Avenue – Lori Travis & Dorsha Morgan

Consent Agenda

Approval of Minutes
Approval of the minutes from the May 2, 2017 Regular Piqua City Commission Meeting


OLD BUSINESS

ORD. NO. 4-17 (2nd Reading)
An Ordinance amending Chapter 154 Zoning of the Piqua Codified Ordinances and creating Section 154.029 Prohibited Use

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

Dena Schneider, Harney Drive, came forward and voiced her opinion on why she believes the City of Piqua should allow marijuana cultivators, processors, and retail dispensaries within the municipal corporation.

Brad Boehm, Mound Street, came forward and voiced his opinion on the possible marijuana cultivators, processors and retail dispensaries.

All commissioners voiced their opinions regarding the issue and the new Code Section 154.029 in the Piqua Codified Code.

Moved by Commissioner Martin, seconded by Commissioner Terry, that Ordinance No. 4-17 be adopted. Roll Call vote, Aye: Martin, Wilson, Terry, Hinds and Vogt. Nay: None. Motion carried unanimously. Mayor Hinds then declared Ordinance No. 4-17 adopted.

NEW BUSINESS

RES. NO. R-83-17
A Resolution awarding a contract to Wall Bros. Asphalt Co., Inc. for the 2017 Street Resurfacing Program

Amy Havenar, City Engineer provided the Staff Report.

Two bids were received on April 20, 2017 for the 2017 Street Resurfacing Program. Streets included in the paving program are:

- North St. from Washington Ave. to Franklin Street
- Boone St. from Washington Ave. to Broadway
- Fisher Drive
- Madison Ave. from Park Ave. to Robinson Ave.
- Robinson Ave. from Madison Ave. to Nicklin Ave.
- Lincoln St. from Park Ave. to Lindsay St.
- Virginia St. from Park Ave. to Elm St.

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

Public Comment

No one came forward to speak for or against Resolution No. R-83-17.


RES. NO. R-84-17
A Resolution authorizing a purchase order to Sherry, Chrysler, Dodge, Jeep, Inc. for the purchase of a Pick Up Truck for the Underground Utilities Department

City Manager Huff, provided the Staff Report.

This is part of the ten-year Capital Improvement Plan for the Underground Utilities Department.

The new unit was in the 2017 Water Capital Budget. The truck will be used on a daily basis and
will become a vital asset to the Underground Utilities Fleet, stated Mr. Johnson. The purchase is being made in accordance with the local preference Section 34.22 of the City Charter at the direction of the City Commission.

**Public Comment**

No one came forward to speak for or against Resolution No. R-84-17.


**RES. No. R-85-17**

A Resolution amending the agreement with the Ohio Department of Transportation (ODOT) for the Bike Path Connections project

Amy Havenar, City Engineer, provided the Staff Report.

On February 15, 2011, the City Commission passed a resolution authorizing the City Manager to enter into a preliminary agreement with ODOT for the Garnsey Street/Commercial Street Corridor Project. The city engaged consultants to begin detailed design, environmental documents, and right-of-way acquisition.

The project will consist of construction of short segments of multi-use trails at both ends of the project to connect the existing trail facilities to the existing street improvements. The project will also make the necessary improvements along the street corridors to designate the bike route and enhance the pedestrian pathways, and realign the intersection at Garnsey/Roosevelt/College Street, stated Ms. Havenar.

**Public Comment**

No one came forward to speak for or against Resolution No. R-85-17.

Mayor Hinds stated she recently completed her first walk with the Mayor and walked through the area. Mayor Hinds thanked all of the citizens who came out and walked.


**PUBLIC COMMENT**

No one came forward to speak at this time.

**City Manager’s Report**

City Manager Huff announced the First Time Home Buyers Program for rentals.

City Manager Huff congratulated the Piqua Power Plant on achieving the Award of Excellence for 2016.

City Manager Huff stated the repairs to Hance Pavilion have been completed.

City Manager Huff reminded citizens the “Taste of the Arts” will take place on Friday, May 19, from 5:00 P.M. – 9:00 P.M. in downtown Piqua.
Commissioners Comments

Commissioner Vogt congratulated the residence Pride Award winners.

Commissioner Vogt also reminded citizens to no blow their grass out into the streets and gutters.

Commissioner Martin congratulated the Residence Pride Award winners.

Commissioner Martin thanked the 4th of July Committee for all of the great work they have done over the past 50 years.

Commissioner Wilson also congratulated the Residence Pride Award winners.

Commissioner Wilson thanked Police Officer Jeremy Koehler and the Piqua 4th of July Committee.

Commissioner Wilson inquired as to when the Dog Park would be completed. Public Works Director Doug Harter stated by the end of June or the first of July.

Commissioner Wilson announced the Information Workshop on running for City Commission will take place on Wednesday May 17, at 4:00 P.M. in the City Commission Chambers, and encouraged anyone thinking about running to attend.

Commissioner Terry thanked the 4th of July Committee for their donation to the City, and their dedication to the Piqua Community over the past 50 years.

Commissioner Terry congratulated the Residence Pride Award winners.

Mayor Hinds announced the second Walk with the Mayor will take Monday June 12, at 5:30.

Mayor Hinds announced the Just Us Show Choir will present a program on May 20, at 7:00 P.M. at the Piqua High School.

On May 23, at 5:30 in the Commission Chambers, the City of Piqua, Positively Promoting Piqua, and MainStreet Piqua will sponsor a Workshop on Building a Small Business. Mayor Hinds encouraged anyone wanting to start a small business or wanting to market and grow a small business to attend the free workshop.

Moved by Commissioner Vogt, seconded by Commissioner Martin, to adjourn from the Regular Commission Meeting at 8:10 P.M. Voice vote, Aye: Martin, Vogt, Wilson, Terry, and Hinds. Nay, None.

______________________________
KATHRYN B. HINDS, MAYOR

PASSED: _______________________

ATTEST: _______________________
REBECCA J. COOL
CLERK OF COMMISSION

4
RESOLUTION NO. R-86-17

A RESOLUTION OF APPRECIATION FOR THE
PUBLIC SERVICE OF ELAINE G. BARTON
AS A CITY EMPLOYEE

WHEREAS, Elaine G. Barton has retired as Human Resources Director with the City of Piqua; and

WHEREAS, her retirement follows over 15 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 Elaine G. Barton as Human Resources Director with the City of Piqua, 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
RESOLUTION NO. R-87-17

A RESOLUTION FIXING THE TIME AND PLACE FOR A PUBLIC HEARING ON THE PROPOSED CITY TAX BUDGET FOR MIAMI COUNTY FOR THE CALENDAR YEAR 2018 AND DRAFT APPROPRIATION ORDINANCE

WHEREAS, Section 5705.18 of the Revised Code requires that this Commission adopt a tax budget for the next succeeding year on or before July 15th; and

WHEREAS, Charter Section 49 requires the submission of the draft of an appropriation ordinance based upon said budget;

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 public hearing on the proposed city tax budget for Miami County for the year 2018 and draft appropriation ordinance shall be held at the next regular meeting of this Commission on June 20, 2017 at 7:30 P.M.; and

SEC. 2: The Commission Clerk is hereby directed to cause the publication of notice of said public hearing in the Piqua Daily Call;

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
RESOLUTION NO. R-88-17

A RESOLUTION AWARDING A CONTRACT TO
JESS HOWARD ELECTRIC COMPANY FOR
THE PRECISION APPROACH PATH
INDICATOR (PAPI) INSTALLATION PROJECT
AT THE PIQUA MUNICIPAL AIRPORT –
HARTZELL FIELD

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 the Precision Approach Path Indicator (PAPI) Installation Project; and

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

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

SEC. 1: A contract is hereby approved with Jess Howard Electric Company as the lowest, responsible bidder for the Precision Approach Path Indicator Installation Project and the City Manager is hereby authorized to execute a contract with said bidder pursuant to contract specifications.

SEC. 2: The Finance Director certifies that funds are available and is hereby authorized to draw her warrants from time to time on the appropriate account of the city treasury in payment according to contract terms, not exceeding a total of $208,000.

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  ___________
## Commission Agenda
### Staff Report

<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>June 6, 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A Resolution awarding a contract to Jess Howard Electric Company for the Precision Approach Path Indicator (PAPI) Installation Project at the Piqua Airport – Hartzell Field</td>
</tr>
</tbody>
</table>
| SUBMITTED BY       | Name & Title: Amy L. Havenar, P.E., City Engineer  
Department: Engineering |
| AGENDA CLASSIFICATION | Consent  
Ordinalance  
Resolution  
Regular |
| APPROVALS/REVIEWS  | City Manager  
Asst. City Manager/Development  
Department Director  
Asst. City Manager/Finance  
Law Director  
Other: |
| BACKGROUND         | On May 24, 2017, 2 bids were received for the PAPI Installation Project at the Piqua Airport – Hartzell Field (see attached Exhibit A). In general, the work consists of the installation of two PAPI visual guidance slope indicator systems; one for Runway 8 and one for Runway 26 at the Piqua Airport. |
| BUDGETING AND      | Budgeted $: $296,000  
Expenditure $: $208,000 (includes 10% contingency)  
Source of Funds: Airport (101) Fund |
| FINANCIAL IMPACT   | Narrative: The City of Piqua was awarded a grant for this project through the Ohio Airport Grant Program to cover up to 95% of the construction costs and the Construction Engineering Services. The City is responsible for providing 5% of the construction cost, or approximately $9,445. This resolution includes a contingency for items of work which may be required which are not included in the original plans and specifications. |
| OPTIONS            | 1. Approve the resolution and complete the PAPI Installation Project.  
2. Do not approve the resolution and do not complete the PAPI Installation Project. |
| PROJECT TIMELINE   | The work will begin as soon as possible and has a completion date of August 31, 2017. |
| STAFF RECOMMENDATION | Approve the resolution to allow for the completion of the PAPI Installation Project. |
| REASON FOR SELECTING CONSULTANT/COMPANY | Lowest bidder following the public bidding process. |
| ATTACHMENTS        | Bid Tabulation (Exhibit A) |
RESOLUTION NO. R-89-17

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH DELTA AIRPORT CONSULTANTS, INC. FOR THE CONSTRUCTION ENGINEERING SERVICES FOR THE PRECISION APPROACH PATH INDICATOR (PAPI) SYSTEM AT THE PIQUA MUNICIPAL AIRPORT – HARTZELL FIELD

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 engineering design services; and

WHEREAS, after solicitation of Request for Qualifications, Delta Airport Consultants, Inc. was determined to be the most qualified provider of these services; and

WHEREAS, Delta Airport Consultants, Inc. has completed the engineering design of the PAPI system and is the most qualified to provide the Construction Engineering Services for the construction of the PAPI system; and

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

SEC. 1: A purchase order is hereby authorized to Delta Airport Consultants, Inc. for the necessary Construction Engineering Services for the Precision Approach Path Indicator System Project;

SEC. 2: The Finance Director certifies that funds are available and is hereby authorized to draw her warrants from time to time on the appropriate account of the city treasury in payment according to contract terms, not exceeding a total of $73,000.

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 ________________________
| MEETING DATE | June 6, 2017 |
| REPORT TITLE | A Resolution authorizing the City Manager to enter into an Agreement with Delta Airport Consultants, Inc. for the Construction Engineering Services for the Precision Approach Path Indicator (PAPI) system at the Piqua Municipal Airport – Hartzell Field. |
| SUBMITTED BY | Name & Title: Amy L. Havenar, P.E., City Engineer  
Department: Engineering |
| AGENDA CLASSIFICATION | ☒ City Manager  
☐ Ordinance  
☒ Resolution  
☐ Regular |
| APPROVALS/REVIEWS | ☒ City Manager  
☐ Asst. City Manager/Finance  
☐ Asst. City Manager/Development  
☐ Law Director  
☐ Department Director  
☐ Other: |
| BACKGROUND | We have recently completed the design and the bidding phases for the construction of the Precision Approach Path Indicator (PAPI) system at the Piqua Airport – Hartzell Field. Delta Airport Consultants, Inc. was the consultant who completed the design of the project and we would like to have them complete the Construction Engineering Services on the project on behalf of the City. |
| BUDGETING AND FINANCIAL IMPACT | Budgeted$: $296,000  
Expenditure$: $73,000 (includes a 10% contingency)  
Source of Funds: Airport (101) Fund |
| Narrative: | The City of Piqua was awarded a grant for this project through the Ohio Airport Grant Program to cover up to 95% of the Construction and the Construction Engineering costs. The City is responsible for paying 5% of the Construction Engineering Services costs, or approximately $3,620. This resolution includes a contingency for items of work which may be required which are not included in the original plans and specifications. |
| OPTIONS | 1. Approve the resolution to enter into an agreement with Delta Airport Consultants, Inc. for the Construction Engineering Services.  
2. Do not approve the resolution and do not complete the PAPI Installation Project. |
| PROJECT TIMELINE | The anticipated schedule is for the construction to being in the summer of 2017. |
| STAFF RECOMMENDATION | Approve the resolution to allow for Delta Airport Consultants, Inc. to complete the Construction Engineering Services for the Precision Approach Path Indicator (PAPI) system at the Piqua Municipal Airport – Hartzell Field. |
| REASON FOR SELECTING CONSULTANT/COMPANY | Delta Airports Consultants, Inc. was selected for the initial project design based |
upon their overall airport design experience as well as their thorough knowledge with the Piqua Airport. Therefore, we would like to continue with their services for the Construction Engineering portion of the project to ensure a smooth, successful construction project.

| ATTACHMENTS | Exhibit A – Agreement |
RESOLUTION NO. R-90-17

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE PIQUA BOARD OF EDUCATION FOR THE DESIGNATION OF FRANCHISE FEES

WHEREAS, the City of Piqua receives franchise fees pursuant to a franchise agreement with Time Warner Cable and over time these funds have partially been designated for the use of public access programming; and

WHEREAS, in 2009 the City Commission authorized the City of Piqua to be a member of and created the Western Ohio TV Consortium (WOTVC); and

WHEREAS, the Board of WOTVC approved the dissolution of WOTVC on March 30, 2017, and WOTVC is no longer operational as a separate entity; and

WHEREAS, the Piqua City Schools and specifically Piqua City High School is able to take over the operations and production of what was previously being done by WOTVC and thus the funding previously designated franchise fees to WOTVC will now be designated to the Piqua Board of Education for the same purpose.

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 enter into an Agreement with the Piqua Board of Education for the purpose of designating franchise fees for the sole purpose of operating and maintaining public access programming in an Agreement in substantial form as attached Exhibit A to formalize the City's commitment.

SEC. 2: The Finance Director certifies and warrants that the funds are available in the amount of $45,000.00 for 2017.

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
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
AGREEMENT BETWEEN THE PIQUA BOARD OF EDUCATION
AND THE CITY OF PIQUA, OHIO

This Agreement is hereby entered into this 1st day of June, 2017 between the
Piqua Board of Education, a public institution as organized under the Ohio Revised
Code, ("School") and the City of Piqua, Miami County, Ohio, an Ohio municipal
corporation ("City") for the distribution of franchise fees for the operation of a public
access television station.

WHEREAS, the City Commission adopted Resolution No. R-90-17 on June 5,
2017, (Ex. B) whereby it authorized the City of Piqua to designate franchise fees to the
Piqua Board of Education for the purpose of operating a public access station; and

WHEREAS, the City of Piqua was a member of the Western Ohio TV Consortium
(WOTVC) where the funds were previously designated; and

WHEREAS, the Board of WOTVC approved the dissolution of WOTVC on March
30, 2017, and WOTVC is no longer operational as a separate entity; and

WHEREAS, the Piqua City Schools and specifically Piqua City High School is
able to take over the operations and production of what was previously being done by
WOTVC and thus the funding previously designated franchise fees to WOTVC will now
be designated to the Piqua Board of Education for the same purpose.

NOW, THEREFORE, the parties hereto have executed this Agreement, which is
based on the terms and conditions as set forth below.

I. PURPOSE

The City of Piqua shall designate funds on a yearly basis from its franchise fees
for the sole purpose of the Piqua City Schools operating a public access station. The
designation of the funds is to act in the same manner the funding did for the operation of
the Western Ohio TV Consortium (WOTVC) in producing, editing and airing public
access programming.

II. DESIGNATED FUNDING

The City of Piqua shall designate and provide Sixty Thousand Dollars
($60,000.00) annually to the Piqua Board of Education for the term of this Agreement
with the exception of the first year. The City shall pay Forty Five Thousand
($45,000.00) for 2017. The funds shall be paid semi-annually no later than January 15th
and July 15th.

Should the School discontinue its program or no longer operate a public access
channel, the School shall notify in writing the City within thirty (30) calendar days of its
decision to discontinue. All funding shall immediately terminate upon receipt of the written notice.

III. HOLD HARMLESS

The School shall 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 School, its agents, employees, licensees, or invitees, that result in injury to persons or damage to property connected in any way to the operation or production of a public access station.

IV. INDEPENDENT CONTRACTOR

The School, its assigns, successors, employees and any and all subcontractors are independent contractors and are not agents and/or employees of the City of Piqua.

V. 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:
City Manager
201 West Water Street
Piqua, Ohio 45356

To the Piqua Board of Education:
Treasurer
719 E. Ash Street
Piqua, Ohio 45356

VI. TERM

The term of this Agreement shall be three years. After the original term of this Agreement, the parties may mutually agree to extend this Agreement until either party provides a sixty day notice that the School or the City desires to terminate the Agreement for any reason.

VII. 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.

VIII. 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.

IX. AMENDMENT

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

X. 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.

XI. 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.

In witness whereof, the parties have set their hands hereto this ___ day of June, 2017, before a notary public.

__________________________
Jeremie Hittle
Treasurer, Piqua City Schools

Sworn to and subscribed before me a Notary Public in and for Miami County, State of Ohio this ____ day of February, 2017, Jeremie Hittle, Treasurer for Piqua City Schools did come before me and execute this Agreement with the City of Piqua, Ohio.

__________________________
Notary Public

__________________________
City of Piqua
Gary A. Huff, City Manager

Sworn to and subscribed before me a Notary Public in and for Miami County, State of Ohio this ____ day of June, 2017, that Gary A. Huff, City Manager for the City of Piqua, did come before me and execute this Agreement with the Piqua Board of Education.

__________________________
Notary Public
RESOLUTION NO. R-91-17

A RESOLUTION REQUESTING AUTHORIZATION TO INCREASE THE PURCHASE ORDER TO CDM SMITH FOR ADDITIONAL DESIGN SERVICES INCURRED DURING THE DESIGN PHASE OF THE WASTEWATER TREATMENT PLANT EXPANSION & UPGRADE

WHEREAS, on May 5th, 2015, this Commission passed Resolution No. R-78-15, authorizing CDM Smith a contract to engineer and detail design an expansion/upgrade to the Wastewater Treatment Plant; and

WHEREAS, during the course of design, several additional items were included that were not part of the original scope of work; and

WHEREAS, Conformed Documents are needed to incorporate changes that were made to the design of the plant during the bid process.

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: Resolution R-91-17, a Resolution authorizing a purchase order to CDM Smith, be increased by $95,686 to a final amount of $4,252,074 is hereby approved.

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 this Resolution.

SEC. 3: This Resolution is declared an emergency for the immediate preservation of the public peace, health or safety in the City of Piqua as the City of Piqua is under a mandated requirement by the EPA and has a certain time period to complete the project before the permit expires.

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>June 6th, 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A RESOLUTION REQUESTING AUTHORIZATION TO INCREASE THE PURCHASE ORDER TO CDM SMITH FOR ADDITIONAL DESIGN SERVICES INCURRED DURING THE DESIGN PHASE OF THE WASTEWATER TREATMENT PLANT EXPANSION &amp; UPGRADE</td>
</tr>
</tbody>
</table>
| SUBMITTED BY | Name & Title: Chris Melvin- Wastewater Treatment Superintendent  
Department: Utilities |
| AGENDA CLASSIFICATION | ☐ Consent  
☐ Ordinance  
☒ Resolution  
☐ Regular |
| APPROVALS/REVIEWS | ☒ City Manager  
☒ Asst. City Manager/Finance  
☐ Asst. City Manager/Development  
☐ Law Director  
☑ Department Director;  
☐ Other: |
| BACKGROUND | The additional service items are for out of scope permits beyond the EPA’s permit to install. Also, the conforming documents were either going to take place at the end of the bid processing, once known how involved the addenda specifications would be, or at the beginning of the construction management phase. Approval now, prior to the intent to award of the construction contract and constructions management contract, allows for important work to continue. The total additional cost of $95,686 is estimated as $18,800 for permitting services and $76,886 for conforming documents. |
| BUDGETING AND FINANCIAL IMPACT | Budgeted $: $4,156,388  
Expenditure $: $4,252,074-not to exceed  
Source of Funds: Wastewater budget or contingency  
Narrative: We will likely use the contingency |
| OPTIONS | 1. Approval of resolution to continue on schedule without delay  
2. Denial of the resolution, we would then have to make up time to get back to schedule, which could cause other setbacks. |
| PROJECT TIMELINE | Upon commission approval as emergency to continue the milestone dates as per mandated by EPA |
| STAFF RECOMMENDATION | Recommend to continue work while waiting for EPA loan approval and not to delay timeline. |
| REASON FOR SELECTING CONSULTANT/COMPANY | RFQ’d this firm for detail design |
| ATTACHMENTS | CDM/Smith amendment 4 to incorporate conforming documents |
AMENDMENT NO: 4
TO AGREEMENT
BETWEEN
OWNER AND ENGINEER

This Amendment No: 4 is made and entered into this _____ day of __________, 2017 to the Agreement between CDM Smith Inc. (CDM Smith) ("ENGINEER") and the City of Piqua, Ohio ("OWNER") dated May 31, 2013, ("the Agreement").

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

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

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

WHEREAS, all amended terms in this Agreement have been approved and authorized by the Piqua City Commission in a public meeting held ______________, 2017, where Resolution R-___-17 was adopted.

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

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

1.2 Design Phase
The duties and responsibilities of ENGINEER during the Design Phase as set forth in this paragraph 1.2 are amended and supplemented as follows: Delete paragraph 1.2.8.k and replace with the following:

1.2.8.k Additional Permitting Services
ENGINEER will submit Design Documents, including Drawings and Project Manuals, and permit application forms, to review agencies for approval, including the City of Piqua Development Department for local Zoning approval and Flood Plain certification; the Miami County Department of Development for the Building Permit application; and the U.S. Army Corps of Engineers (USACE) for Nationwide Permit No. 3.

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

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

1.3.7 Conformed Documents
ENGINEER will incorporate changes made to the bidding documents via addenda to develop conformed documents to use in administering the construction project. ENGINEER will furnish one digital copy of the PDF files, four full-size paper copies and four half-size paper copies of Drawings, and four hard copies of the Project Manual to the OWNER.

12/27/2011
2. The responsibilities of OWNER as described in the Agreement are amended and supplemented as follows:

   2.1 See original Agreement dated May 31, 2013, and Amendment No. 3 dated August 15, 2016.

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

   No Change.

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

   The total estimated "not-to-exceed" fee for the Amended Scope of Services is $4,252,074. The table below shows the total estimated fee for each task, including the total amended "not-to-exceed" amount. ENGINEER's compensation is not limited by individual tasks except for specific allowances stated above in the Basic Services. Individual task amounts are shown for estimating purposes only.

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Estimated Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.2.8.k − Additional Permitting Services</td>
<td>$18,800</td>
</tr>
<tr>
<td>1.3.7 − Conformed Documents</td>
<td>$76,886</td>
</tr>
<tr>
<td>Total Estimated Amount for Amendment No. 4 Services</td>
<td>$95,686</td>
</tr>
<tr>
<td>Original Agreement Amount, including Amendment No. 3</td>
<td>$4,156,388</td>
</tr>
<tr>
<td>Total Amendment No. 4 Not-to-Exceed Amount</td>
<td>$4,252,074</td>
</tr>
</tbody>
</table>

   ENGINEER will invoice the services performed based on Exhibit C, ENGINEER's Fee Schedule for Professional Services (attached).

5. Except as herein modified, all terms and conditions of the May 31, 2013, Agreement shall remain in full force and effect.
IN WITNESS WHEREOF, the parties hereto have executed this amendment on the date indicated above for the purpose herein expressed.

ENGINEER

Christopher T. Calpin, P.E., BCEE

DATE: 6/24/17

OWNER

Gary A. Huff
Title: City Manager

DATE: ________________________

Approved as to form:

By: ________________________
Title: City Law Director

12/27/2011
RESOLUTION NO. R-92-17

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 AND PIQUA ARTS 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: The City Manager is hereby authorized to permit Mainstreet Piqua and Piqua Arts Council on June 17, 2017, July 15, 2017, and August 19, 2017 to use Lock Nine Park and Linear Park as the location of the Rock Piqua Riverfront Concert Series, upon the condition that Mainstreet Piqua and Piqua Arts Council 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

__________________________
__________________________
__________________________
__________________________
__________________________
ROCK PIQUA! RIVERFRONT CONCERT SERIES
LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this __________ day of __________ 2017,
by and between the City of Piqua (CITY) and the Piqua Arts Council 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 June 17, 2017, July 15, 2017, and August 20, 2017 the Lock Nine Park and portions of the
Linear Park public park facilities, and a portion of the Water Street public right of way from Spring
Street to Harrison Street, 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
Rock Piqua! Riverfront Concert Series and related activities, as more specifically shown on the
attached Exhibit ‘B’. The parties shall agree on the hours of park closure for the event.

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 officials 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.

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.
ROCK PIQUA! RIVERFRONT CONCERT SERIES
LEASE AGREEMENT

Section 7: The Association and all performers and vendors shall comply with all inspections and obtain any permits required prior to operation, including any full time or on-site security, 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 each Rock Piqua! Riverfront Concert Series event.

Section 10: Prior to any of the events a Liquor Permit from the state of Ohio shall be produced. The association shall comply with all requirements of the State of Ohio for training of all servers.

Section 11: Should the Piqua Police Department notify the association additional security is required, any cost shall be the responsibility of the association.

Section 12: The identified area for the event has had some construction work. Both parites shall agree on how to take precautions and secure any potential hazards due to any construction or exposed area.

Section 13: The association shall be responsible for immediate clean-up of the event area.

Executed as of the above-referenced date by:

CITY OF PIQUA

__________________________
Gary A. Huff, City Manager

MAINSTREET PIQUA

__________________________
Lorna Swisher, Executive Director

PIQUA ARTS COUNCIL

__________________________
Jordan Knepper, Executive Director

Page 2
EXHIBIT B

ROCK PIQUA! Riverfront Concert Series

A Piqua Arts Council and Mainstreet Piqua Program

Vision

A series of summer music events that...

- Attracts people to the riverfront area to raise the profile of the river corridor and the recreational trail system.
- Includes performers who can appeal to a wide age group and attract an audience from within and beyond the local community; e.g., local up and coming bands/performers from throughout the region.
- Incorporates beer and wines sales and specialty food vendor items.
- Raises funds to support the Piqua Arts Council and Mainstreet Piqua organizations.

Program Concept

Piqua Arts Council and Mainstreet Piqua will collaborate with local supporters to organize and provide a high quality outdoor summer music series that includes food and drink offerings. The series of events will take place in an around the Lock Nine Park area near the Great Miami River for the purpose of highlighting the recreation opportunities that exist on and along the river corridor.

The Rock Piqua! Riverfront Concert Series Planning Committee will be responsible for the general coordination of the event and solicitation of proposals and sponsorships and the committee will include representation from Piqua Arts Council and Mainstreet Piqua and the community at large. For the purpose of facilitating the event Piqua Arts Council and Mainstreet Piqua will serve as the contracting and fiduciary agencies and more or less share equal responsibility and or recognition and or financial gain occurring as a result of the planning, promotion, production, and execution of the music series of events. The specific task and roles to be filled by each organization will be as determined by the Planning Committee and agreed to as reasonable and appropriate by the Executive Director of each agency.

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).

Dates/Times

A series of music events will be held on multiple dates throughout the summer. The event will take place on Saturday and the music performance will begin at approximately 7:00 P.M. and end at approximately 11:00 P.M. In general the dates will begin in June and run through early August and attempt to avoid conflicts with other community events or other major attractions taking place within the immediate region. The determination of whether or not another event or attraction constitutes a conflict to be avoided will be at the discretion of the Planning Committee.
Performers

The Planning Committee will identify performers 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 act before any talent is contracted to perform at any of the music series event dates.

Food

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 financial gain and 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 number of food vendors permitted to provide food service and the types of foods to be offered at each event will be limited to ensure each participating vendor a greater probability of profitability. A participation fee and contract determined appropriate by the Planning Committee will be required of each participating food vendor. The Planning Committee 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 at the music series event dates.

Drink

The event will include soda and water, and beer and wine sales, and the beverage sales will be used to provide a source of income to the event. The Planning Committee will identify the beverage vendor option or options best suited 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 beverage service at any of the music series event dates.

Other

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

The goal is to provide the event to the community without requiring an admission fee. To achieve that goal, sponsorships and other monetary support may be required. The Planning Committee will seek financial support from the community as deemed necessary and appropriate.

Roles and Responsibilities

It is understood that for an event of this scale to be successful, the roles and responsibilities of all involved in executing the event must be clearly defined and understood. The following outlines the anticipated duties that each of the identified roles is expected to fulfill.

Roles and Responsibilities

**Authorized Agent** – Duties include providing the authoring signature on contracts and other documents to be executed and or provided in conjunction with the event.

Assignment: Piqua Arts Council

**Food Coordinator** - Duties include coordination with food vendors, and oversight of planning and execution of food preparation, sales, and clean-up needs, incidental to the event.

Assignment: Mainstreet Piqua

**Beverage Coordinator** - Duties include coordination with beverage vendors, and oversight of planning and execution of beverage preparation, sales, and clean-up needs, incidental to the event.

Assignment: Piqua Arts Council

**Entertainment Coordinator** - Duties include coordination with performing artist and audio/lighting/stage engineers, and oversight of planning and execution of engineer’s audio/lighting/stage set-up, operation, and tear-down, and artist’s pre-show, in-show, and post show needs, and any other ancillary entertainment activities, incidental to the event.

Assignment: Piqua Arts Council

**Facilities Coordinator** - Duties include coordination with sanitation, refuse, security, and electric service vendors/providers, and oversight of planning and execution of the set-up, operation, and tear-down, and security personnel pre-show, in-show, and post show needs, incidental to the event.

Assignment: Mainstreet Piqua

**Marketing Coordinator** - Duties include coordination of creation and publishing of print and electronic promotion and advertising materials, and media communication needs, incidental to the event.

Assignment: Piqua Arts Council/Mainstreet Piqua

**Event Volunteers** - Volunteers will be assigned to work under the direction of an event coordinator to assist with the completion of the task incidental to the coordinator's responsibilities.
## Anticipated Schedule

<table>
<thead>
<tr>
<th>START</th>
<th>FINISH</th>
<th>TASK</th>
</tr>
</thead>
<tbody>
<tr>
<td>10:00 AM</td>
<td>NOON</td>
<td>STAGE/ROOF SET UP</td>
</tr>
<tr>
<td>NOON</td>
<td>3:00 PM</td>
<td>AUDIO/LIGHTING LOAD IN AND SET UP</td>
</tr>
<tr>
<td>3:00 PM</td>
<td>6:00 PM</td>
<td>BACKGROUND MUSIC/LIGHT PROGRAMING AND FOCUS</td>
</tr>
<tr>
<td>5:15 PM</td>
<td>6:00 PM</td>
<td>OPENING ACT LOAD IN AND SET UP (ON STAGE)</td>
</tr>
<tr>
<td>6:00 PM</td>
<td>6:20 PM</td>
<td>OPENING ACT SOUND CHECK</td>
</tr>
<tr>
<td>6:20 PM</td>
<td>7:00 PM</td>
<td>BACKGROUND MUSIC/PRE-SHOW ANNOUNCEMENTS</td>
</tr>
<tr>
<td>7:00 PM</td>
<td>8:30 PM *</td>
<td>OPENING ACT PERFORMANCE</td>
</tr>
<tr>
<td>7:45 PM *</td>
<td>8:30 PM *</td>
<td>HEADLINE ACT LOAD IN (OFF STAGE PREP AREA)</td>
</tr>
<tr>
<td>8:30 PM *</td>
<td>9:15 PM *</td>
<td>HEADLINE ACT SET UP AND SOUND CHECK</td>
</tr>
<tr>
<td>9:15 PM *</td>
<td>11:00 PM</td>
<td>HEADLINE ACT PERFORMANCE</td>
</tr>
<tr>
<td>11:00 PM</td>
<td>12:30 AM</td>
<td>AUDIO/LIGHTING STRIKE AND LOAD OUT</td>
</tr>
<tr>
<td>TBD</td>
<td></td>
<td>STAGE STRIKE</td>
</tr>
</tbody>
</table>

* ACTUAL PERFORMANCE TIMES TBD ONCE ARTISTS ARE CONFIRMED