REGULAR PIQUA CITY COMMISSION MEETING  
TUESDAY, OCTOBER 17, 2017  
7:30 PM  
COMMISSION CHAMBER – 2nd FLOOR  
201 WEST WATER STREET - PIQUA, OHIO  45356  

REGULAR CITY COMMISSION MEETING  

CALL TO ORDER  

THE PLEDGE OF ALLEGIANCE  

ROLL CALL  

ANNOUNCEMENTS  

PRESENTATION:  
Presented to the City of Piqua by Mr. Joe Branden, West Regional Liaison for Ohio Auditor of State-Mr. Dave Yost  
> Award - The Auditor of State of Ohio Award with Distinction  

EXECUTIVE SESSION  
a. To consider the purchase or sale of property for public purposes  

ADJOURNMENT  

REGULAR CITY COMMISSION MEETING  

CONSENT AGENDA  

1. APPROVAL OF MINUTES  
   Approval of minutes from the September 19, 2017 Regular City Commission Meeting  

NEW BUSINESS  

2. RES. NO. R-128-17  
   A Resolution authorizing a one year lease with Dream Builders Group, Inc.  

3. RES. NO. R-129-17  
   A Resolution of Support to the Miami County Engineer for the Troy-Sidney Road berm stabilization and overlay project  

4. RES. NO. R-130-17  
   A Resolution requesting authorization to acquire a portion of the property and acquire easements on the property located at the northwest corner of the intersection of Looney Road and Garby Road; part of Miami County current Tax Parcel No. N44-072892 and N44-072890 being owned by Buckeye State Mutual Insurance Company  

5. RES. NO. R-131-17  
   A Resolution approving the purchase of liability insurance for Piqua’s combustion turbines  

6. RES. NO. R-132-17  
   A Resolution authorizing the City Manager to submit an application for Federal Fast Act Funds through the Miami Valley Regional Planning Commission  

7. RES. NO. R-133-17  
   A Resolution authorizing the City Manager to enter into a five year contract with Evans, Mechart, Hambleton & Tilton, Inc. (EMH & T Inc.) for a full-scale Utility GIS Implementation for the Underground Utilities Department
8. **RES. NO. R-134-17**
   A Resolution authorizing the purchase of 201 Spring Street, Parcel No. N44-000550

**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, September 19, 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. Acting Mayor Wilson called the meeting to order. Also present were Commissioners Terry, Martin and Vogt. Mayor Hinds was absent. Commissioner Vogt moved to excuse Mayor Hinds from the meeting and Commissioner Martin seconded that motion; motion carried unanimously. Acting Mayor Wilson declared Mayor Hinds excused from the September 19, 2017 City Commission meeting.

ANNOUNCEMENTS

Don Smith, W. Greene Street came forward and provided information regarding the Piqua Caldwell Historic District, and handed out a map of the area. A committee has been formed to showcase the historic homes in the neighborhood, and bring significant resignation of the Piqua history in that area. A Tour of the Historic Homes will be offered on December 9, 2017, and tickets will go on sale mid-October. The Pique-Caldwell Historic District is listed on the National Register of Historic Places in Miami County, stated Mr. Smith. Areas included in the District are: North Main Street, Wayne Street, Downing Street, Caldwell Street, and West Ash Street to Camp Street. The committee is working on raising funds to have signs posted outside a number of the historic homes that include the name of the original owner of the home, and the date the home was built.

In addition the group has been speaking with Nikki Reese, Development Program Manager about the possibility of becoming a Neighborhood Association, and be involved with all of the other Neighborhood Associations.

Commissioner Vogt stated on the Northwest corner of Boone and Caldwell there is a tree that needs to be recognized as it is very old and unusual.

Jim Burkhardt, Westview Drive came forward and thanked the City Commission for approving the use of Lock 9 Park for the “Down the River Down a Beer, beer tasting in August. There were about 120 in attendance, with over 80 volunteers. A fun time was had by all.

CONSENT AGENDA

APPROVAL OF MINUTES

Approval of the Minutes from the September 5, 2017 Regular City Commission Meeting.

Commissioner Martin moved for the approval of the Consent Agenda; motion seconded by Commissioner Vogt; motion was carried unanimously and Acting Mayor Wilson declared the Consent Agenda approved.

NEW BUSINESS

RES. NO. R-120-17

A RESOLUTION APPROVING THE TAX RATES FOR THE CITY AS DETERMINED BY THE MIAMI COUNTY BUDGET COMMISSION

Gary Huff, City Manager stated every year at this time the Finance Department requests the approval of the certified tax rates which will be used to levy property tax on all general duplicates for 2017 to be collected in 2018 year. These certified rates require the approval of the City Commission and a certification is required to be sent to Miami County before October 1, 2017.
PUBLIC COMMENT

No one came forward to speak for or against Resolution No. R-120-17.


RES. NO. R-121-17

A RESOLUTION TO DEDICATE A PORTION OF COVINGTON AVENUE PUBLIC RIGHT-OF-WAY

Chris Schmiesing, City Planner provided the Staff Report.

Mr. Schmiesing showed a map of the proposed improvements to the Covington Avenue property. The applicant desires to replat multiple lots into one parcel to ready the property for redevelopment. The Speedway Company would like to build a new Café. A portion of the property being replatted includes a roadway easement occupied by existing street improvements. It is routine for those area defined as an easement for public transportation system interests to be dedicated as public right of way when a property is replatted. This eliminates any private property ownership interest in the area being utilized solely for public purposes.

The Piqua Planning Commission conducted a public hearing to consider this request. No one was present at the public meeting to speak for or against the item and the Planning Commission unanimously recommended approval of the request.

PUBLIC COMMENT

No one came forward to speak for or against Resolution No. R-121-17.


RES. NO. R-122-17

A RESOLUTION TO DEDICATE A PORTION OF STAUNTON STREET PUBLIC RIGHT-OF-WAY

Ed Krieger Power Systems Director provided the Staff Report.

The applicant desires to replat multiple lots into one parcel to ready the property for redevelopment. A portion of the property being replatted includes a roadway easement occupied by existing street improvements. It is routine for those areas defined as an easement for public transportation system interests to be dedicated as public right of way when a property is replatted. This eliminates any private property ownership interest in the area being utilized solely for public purposes.

The Piqua Planning Commission conducted a public hearing to consider this request. Power Systems Director Ed Krieger was present at the public hearing to speak for the item. No one was present at the public meeting to speak against the item and the Planning Commission unanimously recommended approval of the request.

Mr. Krieger thanked City Planner Chris Schmiesing and Law Director Stacy Wall for all of the work they put in on putting this together.
PUBLIC COMMENT

No one came forward to speak for or against Resolution No. R-122-17.


RES. NO. R-123-17

A RESOLUTION AUTHORIZING AN AMENDMENT TO ZONING MAP TO CHANGE THE ZONING DESIGNATION OF PART OF INLOT 7829 TO R-3 (MULTI-FAMILY RESIDENTIAL)

Chris Schmiesing City Planner provided the Staff Report.

The applicant has petitioned to change the zoning of the subject property to facilitate the planned development of the property. The subject area will be consolidated with the lot currently occupied by the Upper Valley Community Church to allow for improvements that will support the continued growth of the church. The church plans to replat their newly acquired property to connect with their existing property in order to “facilitate the expansion of their facilities.” The church's parking lot is also being expanded with the replat. A Review of the Comprehensive Plan and Zoning Code, and the testimony provided at a public hearing concerning this matter, has resulted in the Planning Commission finding that the request is consistent with adopted community land use policy and plans, stated Mr. Schmiesing.

Commissioner Terry asked what types of uses are included under the multi-family use zoning designation. Mr. Schmiesing stated the uses included in the multi-family designation are schools, parks, places of worship and other special uses.

Vice Mayor Wilson asked if the church would need to construct some type of barrier around the property. Mr. Schmiesing stated they already have landscaping in place that provides screening, and they are very sensitive to being neighborly.

PUBLIC COMMENT

No one came forward to speak for or against Resolution No. R-123-17.


RES. NO. R-124-17

A RESOLUTION AUTHORIZING AN AMENDMENT TO ZONING MAP TO CHANGE THE ZONING DESIGNATION 411 WOOD STREET TO B (GENERAL BUSINESS)

Chris Schmiesing, City Planner provided the Staff Report.

The applicant petitioned to change the zoning of the property located at 411 Wood Street to make the property more marketable. The existing structure is the former Piqua Poultry and is currently vacant. After review of the Comprehensive Plan and Zoning Code, and the testimony provided at the public hearing the Planning Commission stated the request is consistent with the adopted community land use policy and plans. Mr. Schmiesing showed a map of the proposed property area.

PUBLIC COMMENT

No one came forward to speak for or against Resolution No. R-124-17.
Motion made by Commissioner Terry; seconded by Commissioner Martin; motion was carried unanimously. Voice vote: Aye: Terry, Wilson, Martin, and Vogt. Nay: None. Acting Mayor Wilson declared Resolution No. R-124-17 adopted.

RES. NO. R-125-17

AN EMERGENCY RESOLUTION FOR CONSENT TO AMEND THE CONTRACT WITH MILCON CONCRETE INCORPORATED FOR THE CONSTRUCTION OF THE SHAWNEE NEIGHBORHOOD STORM SEWER PHASE 1

Sky Schelle, Water Quality Coordinator provided the Staff Report.

On August 15, 2017 the Commission passed Resolution No. R-115-17 authorizing the City to award a contract to Milcon Concrete Incorporated to construct the Shawnee Neighborhood Storm Sewer Phase 1 project. Milcon notified the city to a possible conflict with water mains with the project right of way. After further investigation it showed a 6 inch water main on Cleveland Street and a 1 inch water main on Second Street that will have to be moved before construction can begin on the sewer along Second Street. The cost for the change order for the water line relocation will be $27,112.75. Milcon is expected to begin mobilizing at the location soon, and moving the water line is not expected to substantially alter the project schedule.

Commissioner Martin asked why the change order was not bid out. Law Director Stacy Wall explained, and Sky provided additional information.

Commissioner Terry stated she knows the people in Shawnee will be glad to see this completed.

PUBLIC COMMENT

No one came forward to speak for or against Resolution No. R-125-17.


RES. NO. R-126-17

RESOLUTION REQUESTING CONSENT TO AWARD A CONTRACT TO GRUSOM CONSTRUCTION LLC FOR CONSTRUCTION SERVICES FOR THE 2017 CATCH BASIN REPLACEMENT PROJECT

Sky Schelle, Water Quality Coordinator provided the Staff Report.

During the summer the City Staff inspected approximately 2,500 public catch basins, which represents nearly every public catch basin in the City of Piqua. The inspection was to assign a condition rating to each basin so the City could direct resources to the most damaged basins. 24 catch basins were selected as the most damaged and many of them are in high traffic areas and/or have had barricades on them for several months. Grissom Construction will replace each of the 24 catch basins as well as repair the curb and sidewalk damaged during the basin replacement.

Commissioner Terry encouraged citizens to help keep the catch basins clean of debris and grass.

Commissioner Martin asked if there was any way to stop things from getting into the catch basins. Mr. Schelle explained.

PUBLIC COMMENT

No one came forward to speak for or against Resolution No. R-126-17.

RES. NO. R-127-17

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MUTUAL AID AGREEMENT FOR ADDITIONAL POLICE PROTECTION

Stacy Wall, Law Director provided the Staff Report.

This agreement allows the Piqua Police to provide aid outside of their jurisdiction, and also allows agencies to respond to the Piqua Police Department for additional help locally.

Commissioner Martin asked what happens if the policies of the Piqua Police Department conflict with the policies of another agency. Police Chief Bruce Jamison stated the Piqua Police Department reserve the right to operate under their own policies and can withdraw from a situation if needed. Chief Jamison further stated that their policies tend to line up with the surrounding agencies. They also have the option to refuse to send aid, if they do not have staff available to send at the time.

Commissioner Vogt asked if the city would be reimbursed if we send staff. Chief Jamison explained the city would not be reimbursed financially, as part of the agreement is that agencies do not charge each other for mutual aid.

PUBLIC COMMENT

No one came forward to speak for or against Resolution No. R-127-17.

Motion made by Commissioner Martin; seconded by Commissioner Terry; motion was carried unanimously. Voice vote: Aye: Martin, Wilson, Terry, and Vogt. Nay: None. Acting Mayor Wilson declared Resolution No. R-127-17 adopted.

PUBLIC COMMENT

No one came forward to speak at this time.

City Manager Report

City Manager Huff stated the city was awarded $550,000 Grant from the Ohio Public Works Commission, along with over a million dollar zero-interest loan for the refurbishing of the four Wastewater Pump Stations and the elimination of one pump station.

The Piqua Chautauqua is taking place in Fountain Park September 19 thru the 21st, and next June the Ohio Chautauqua will be coming to Piqua.

The city has a lot of projects currently under construction or wrapping up. The PAPI System at the Hartzell Airport is being installed, the Wastewater Treatment Plant is under construction, the Commercial Street Corridor Project is wrapping up, moving forward with the Shawnee Stormwater Project, the Fox Drive Water Tower is just about completed, the Covington Avenue paving project is underway, Phase I of the Wayfinding Signage is underway, and the landscape areas have had some major improvements recently. About 30 more Veteran Hero Banners have been recently placed. Also the dedication for the new Water Treatment Plant will take place on September 28, 2017 at 5:30P.M. and the public is invited.
Commissioner Martin asked why the Bike Lane on Clark Avenue had to cross over the right lane.

City Manager Huff explained the reason for the lanes being crossed.

Vice Mayor asked if leak pickup has started yet. City Manager Huff stated no but it will be starting soon.

Commissioner Martin asked if someone wanted to know where they were picking up leaves who they should contact. City Manager Huff stated the Public Works Department at 937-778-2095.

COMMISSIONERS' COMMENTS

Commissioner Terry stated she stopped out at the Chautauqua before coming to Commission, stating it was very interesting and hoped citizens would attend the presentations.

Commissioner Vogt stated that Hance Pavilion has been noted as one of the best facilities in the area. The City has refurbished it recently and it is a very nice place.

Vice Mayor Wilson provided the schedule for the Chautauqua times for the presentations for the rest of the week. A lot of work went into this and encouraged citizens to attend.

Motion made by Commissioner Vogt to adjourn the Regular Commission Meeting at 8:20 P.M.; seconded by Commissioner Martin; motion was carried unanimously.

JOSEPH H. WILSON, ACTING MAYOR

PASSED: ________________________

ATTEST: ________________________

REBECCA J. COOL
CLERK OF COMMISSION
RESOLUTION NO. R-128-17

A RESOLUTION AUTHORIZING A ONE YEAR LEASE WITH DREAM BUILDERS GROUP, INC.

WHEREAS, the City has been approached about having an organized after school and summer program for youth in 2nd – 6th grade and desires to lease Mote Park Building for the program called Clubhouse; and

WHEREAS, currently the building at Mote Park is not being used on the days and hours proposed; and

WHEREAS, the City desires to lease the field at Upper Mote Park for a period of one year, finding the youth of Piqua would benefit from having opportunity to participate in programs such as Clubhouse.

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:

SECTION 1. The City Manager is hereby authorized to enter into a Lease in substantially the same form as attached Exhibit A with Dream Builders Group, Inc. for use of the building at Mote Park for a period of one year, beginning December 1, 2017.

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

KATHRYN B. HINDS, MAYOR

PASSED: ________________________________

ATTEST: ________________________________

REBECCA J. COOL
CITY COMMISSION CLERK

The Motion to adopt the foregoing Resolution was offered by 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 ___
LEASE BETWEEN THE CITY OF PIQUA AND DREAM BUILDERS GROUP, INC.

The City of Piqua, Ohio, the Lessor, in consideration of the rents and covenants herein stipulated to be paid and performed by the Dream Builders Group, Inc., ("Dream Builders"), the Lessee, does hereby grant, demise, let and lease unto the said Lessee, the premises known as the Mote Park Building, located at 635 Gordon Street, Piqua, Ohio 45356.

To have and to hold the same with the appurtenances, unto the said lessee for and during a term of one (1) year commencing December 1, 2017 and expiring on November 30, 2018, unless terminated earlier as specified herein.

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

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

1. Lessee is Dream Builders Group, Inc., a non-profit corporation, which operates a program called Clubhouse, a teen run faith-based after school and summer program for 2nd – 6th graders.

2. That the Lessee will pay said rent in the manner aforesaid.

3. That the Lessee will use and occupy said premises in a careful, safe and proper manner and will indemnify and hold the City harmless from any liability growing out of the use of said premises by said Lessee. All participants in the Clubhouse Program and their legal guardian or parent shall sign a release and waive all claims, including for property damage or personal injury, against the City, its officers, elected officials, employees, the Park Board members, agents and volunteers.

4. That said Lessee will not use or occupy said premises for any purpose other than for use of Clubhouse Program activities as defined in the attached Clubhouse Proposal 2017 and shall occupy the premises as described in the attached Proposal on Mondays and Thursdays. Should Lessee desire to change its schedule, it shall only do so with prior approval from the City of Piqua.

5. That the Lessee may have full control and occupancy of said premises for the duration of the contract on the days and times described in the attached Proposal. Anyone using said premises without the written consent of the Lessee or Lessor is in violation of the said premises and that either party will have the right to remove said violators from the premises. Prior to the Dream Builders making any changes to the Mote Park Building, including aesthetic changes, prior written permission must be granted by the City of Piqua and
Dream Builders must take out all applicable permits as well as follow all applicable codes regarding building, plumbing and/or electrical codes. Should Dream Builders need a storage area, the City of Piqua will provide storage space if available that will be able to be secured. However, due to safety and fire code reasons, the City of Piqua should be provided a copy of any key to any lock. The City shall not be liable or responsible for any damage to any property of Dream Builders that is stored and used at the Mote Park Building.

6. That any failure of the Lessor to enforce rights or seek remedies upon any default of the Lessee with respect to the obligations of the Lessee hereunder, or any of them, shall not prejudice or affect the rights or remedies of the Lessor in the event of any subsequent default of the Lessee. Should the City determine that it needs to terminate the Lease for any reason prior to November 30, 2017, it shall provide a thirty (30) day written notice to Dream Builders.

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

8. Lessee shall be responsible for any required temporary food license.

9. Temporary signage will be permitted with the proper permits and approvals by the City of Piqua. Any temporary signage shall satisfy all City of Piqua code requirements. Lessee shall be responsible for ensuring that all temporary signage is properly and sufficiently secured.

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

11. The Lessee agrees to assume full responsibility of operating an after school program called “Clubhouse”, including administration, staffing, any state and local permits, licenses, certifications and other requirements that may be affiliated with operating the program as defined in the attached Proposal. The Clubhouse Program is independent of the City of Piqua and Dream Builders and the City of Piqua have no relationship other than Lessee/Lessor.

12. Lessee shall also:
   - Conduct background checks on any staff and volunteer and ensure that they are able to be at the Clubhouse knowing the Program is for children and it will be located in a public park;
- Provide a copy of the Certificate of Insurance to the City of Piqua prior to occupancy;
- General trash control and clean-up after each day in operation; and
- Make sure all lights are out when the Program closes and the doors are locked.

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

14. Lessee shall not assign this lease or in any manner sublet the premises.

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

Dream Builders shall list the City of Piqua as an additional insured for commercial general liability and the Certificate of Insurance shall state that: "The 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."
16. Upon written request by Lessee, Lessor may extend the lease for two (2) one (1) year terms. Renewal of the lease is at the sole discretion of Lessor.

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

THE CITY OF PIQUA, OHIO

By. ___________________________________
   Gary A. Huff
   City Manager

DREAM BUILDERS GROUP, INC.

By. ___________________________________
   President Carli Amlin Dean

By. ___________________________________
   Cheryl Bender, Clubhouse Director
Clubhouse is a teen run faith-based relational after school and summer program for 2nd-6th graders. Clubhouse is looking for a new location.

**What we are asking:**
- To use space 2-3 days a week, Monday – Thursday afterschool time based on busing/walking from school
  - Teen leaders arrive 15 minutes prior to children, Clubhouse adult volunteer/staff are always present
- To have six other times to meet for 2 hours each for session organization
- To have space about 1,200-1,400 square feet – can be in separate rooms accessible to restroom and water.
- Use of a secured cabinet for daily supplies, we can supply cabinet
- To start? Possible September 2017.

**What we will provide:**
- Insurance provided by Ginghamburg through Brotherhood Mutual of $1,000,000 in liability coverage.
- A maintenance fee or rent up to $ per month
- If shared space Clubhouse can daily return to agreed upon set up after daily usage
- A commitment to a renewable agreement for either 6 months or one-year
- All staffing, funding, daily snacks and materials needed for program

**About Clubhouse:** Clubhouse is proud to offer unique services by trained teenagers to elementary children with limited opportunities in the Miami Valley Area since 1988. Few national programs have offered teenagers extensive leadership initiatives, providing them the opportunity to run a free, challenging after-school and summer program for families who cannot afford childcare for their children. Our focus is on developing teenagers to impact their surrounding communities and giving low-income families a quality childcare service.

Teenagers design and implement the project, offering tutoring, faith-based teaching, community service and recreational activities. They build trusting, ongoing relationships with the children while instilling within them goals, leadership skills and a commitment to family and education. Clubhouse happens at six sites 120 days per year for over 450 children and is run annually by 385 teens and 85 adults.

Clubhouse partners with local churches and organizations with the intention for them to become involved whether in active volunteering in daily program or supporting teens in developing their faith, skills and leadership in running the Clubhouse. Clubhouse will provide training info and volunteer information to the local congregation. Training for teens and adults is a requirement to create an effective outreach consistent with our goals, objectives and values. Neighborhood walks for recruiting children and parent updates will happen 5-6 times each year between sessions.

**Teen Leadership Development:** Clubhouse has four phases of developing teens as role models; leaders and agents of change within their communities.
- Small Group Leaders: quarterly training provided by local teachers, counselors and community leaders to teach cutting edge ways to understand and motivate children, enhance their leadership and team building skills. Weekly processing their efforts with the children. Teens are 7th-12th grades and must sign an integrity covenant making them accountable for their grades, dating and family relations.
- Day Leaders: Teens who lead a day of Clubhouse ensuring that the daily objectives are done. Meeting weekly with an Intern and monthly with the Clubhouse Director for support and accountability.
- Internships: Leadership positions to oversee the daily running of a Clubhouse, ensuring goals are being reached by the Clubhouse teens, recruitment of volunteers. Weekly contacts to teens, children's parents and monthly schooleteacher contacts in developing relationships and support systems. Typically interns are high school juniors through college students.
- Teen in Training: As children reach the 6th grade the Clubhouse offers them specialized training to learn more about being a leader, providing community service projects and co-leading a small group of children with a seasoned teen leader. Goal is to cycle children from the program into the small group leadership role as a 7th grader for those who enjoy working with children.
- Adults: Each Clubhouse is staffed daily with 1-2 background checked adults who are at least 20 years old

**Typical School Program:**
- Teen times 3:30 – 5:45 & child times 4:00 – 5:30
- Monday, Faith Day
- Tuesday/Thursday, Tutoring Homework (some sessions have Sports/Arts & Life Skill day)

**Typical Session Dates:**
- Winter, Mid January – February
- Spring, Mid March – 1st week in May
- Summer: Mid June – July, 2.5 hours each day with/after Free Summer Lunch programs
- Fall, Mid September – October
- Christmas, Mid November – 1st week Dec
- Summer: Mid June – July, 2.5 hours each day with/after Free Summer Lunch programs
- Fall, Mid September – October
- Christmas, Mid November – 1st week Dec

**Impact on Youth:** Clubhouse has a daily average of 25 children with a 3:1 ratio of children to teens.
Approximately 4-6 teens per day and 25 youth participate in the program.

**Miami Valley Area Locations:**
- Troy East, 409 E Main St in St Patrick's Catholic Church
- Tipp City, 6759 County Rd 25A in the Avenue Youth Center
- Fort McKinley, 3640 Michigan Avenue in Fort Firehouse
- Trotwood, 506 E Main Street
- Troy West, Garden Manor Apartments 505 Crescent Dr building 7

**Clubhouse Supporters:** Troy & Tipp City Area United Ways, Five Oaks Neighborhood Association, Troy Foundation & Project GIFT, Catholic Campaign for Human Development, Miami County Foundation, Beth Snyder Memorial Fund, The Clothesline, Ginghamsburg Church, St Pat's Catholic Church, Miami County Foundation & tons of individuals!

**Dream Builders Group Inc. Executive Board of Directors:**
- President: Carli Amlin Dean, Realtor with Amlin Advantage at RE/MAX Alliance Realty
- Finance: Jim Hinkle, Executive Director of Business Relations Ginghamsburg Church
- Secretary: Leah Bunch Sautter
- Duanna Oting, Daybreak Chief Development Officer
- Melissa Towe, Sinclair Community College, College Plus
- Sharon Hillberg, Owner of Sharon Elaine Photography
- Barb Staley, Community Leader
Greetings Doug and Tammy:

Thank you for your efforts to help Clubhouse come to Piqua!

Clubhouse is looking at two days a week during school year and expanding to three days by January.
Initial Clubhouse days if start at Mote Park: Monday & Thursdays
unless the cheer group holding activities at Mote Park is different than Tuesdays/Wednesdays per Tammy Wright

Session dates
Christmas: Nov 6 –31
Winter: Jan 22 – Feb 23, no Clubhouse Monday Feb 19 President’s Day
Spring: Mar 12 – May 3
no usage the week of Piqua spring break unless funds to provide a free lunch for the community kids
Summer: June 11-July 25

We are looking at another location and hope to have a site decision early September. Looking forward to word on what the City might provide through Mote Park.

Cheryl Bender, LSW
Clubhouse Director
937 667.1089 Ext 274
RESOLUTION NO. R-129-17

A RESOLUTION OF SUPPORT TO THE MIAMI COUNTY ENGINEER FOR THE TROY-SIDNEY ROAD BERM STABILIZATION AND OVERLAY PROJECT

WHEREAS, the Miami County Engineer has informed the City of Piqua of their desire to pursue a berm stabilization and overlay project on Troy-Sidney Road from Statler Road to 850 feet south of U.S. 36; and

WHEREAS, said project is proposed to include, but is not limited to, the widening of the pavement by 4 feet on each side of the roadway, improving the turning radius at the northwest corner of the Troy-Sidney Road and Statler Road intersection, and an asphalt overlay of the entire project; and

WHEREAS, the Miami County Engineer desires to submit the above project for funding consideration through the Ohio Public Works Commission (OPWC); and

WHEREAS, the estimated cost for said project at this time is $368,827 with requested funding through OPWC being 80% of the project cost, leaving the remaining local share (20%) of the cost estimated to be at $73,272; and

WHEREAS, said total local share is proposed to be divided between the County and City in proportion to the frontages under the respective jurisdiction of each entity (20% City of Piqua, $14,700; and 80% Miami County, $58,700);

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

SEC. 1: The City Manager is hereby authorized and directed to execute and file any necessary supporting documentation in cooperation with the Miami County Engineer to assist in possible funding assistance to ensure the successful completion of the proposed project with the Miami County Engineer.

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 Joseph Wilson ________
Commissioner John Martin ________ Commissioner Judy Terry ________
Commissioner William Vogt ________
## Commission Agenda Staff Report

**MEETING DATE**  
October 17, 2017

**REPORT TITLE**  
A Resolution of support to the Miami County Engineer for the Troy-Sidney Road Berm Stabilization and Overlay Project

**SUBMITTED BY**  
Amy L. Havenar, P.E., City Engineer  
Engineering

**AGENDA CLASSIFICATION**  
- ☑️ Consent  
- ☑️ Resolution  
- ☐ Regular

**APPROVALS/REVIEWS**  
- ☑️ City Manager  
- ☐ Asst. City Manager/Finance  
- ☐ Law Director  
- ☐ Department Director  
- ☐ Other:

**BACKGROUND**  
The Miami County Engineer has informed the City of Piqua of their desire to pursue a berm stabilization and overlay project on Troy-Sidney Road from Statler Road to 850 feet south of U.S. 36. The project will include the widening of the pavement by 4 feet on each side of the roadway, improving the turning radius at the northwest corner of the Troy-Sidney Road and Statler Road intersection, and an asphalt overlay of the entire project.

Because approximately 20% of the project will be located with the City of Piqua corporation limits, the County Engineer is requesting the City's participation in the project.

**BUDGETING AND FINANCIAL IMPACT**

<table>
<thead>
<tr>
<th>Item</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Budgeted $:</td>
<td>2018 Budget</td>
</tr>
<tr>
<td>Expenditure $:</td>
<td>2018 Budget</td>
</tr>
<tr>
<td>Source of Funds:</td>
<td>103 Budget</td>
</tr>
</tbody>
</table>

**Narrative**
The Miami County Engineer will be submitting the project for funding consideration through the Ohio Public Works Commission (OPWC). If successful in obtaining funding, the City of Piqua would be responsible for approximately 20% of the local share of the total project cost, or an estimated $14,700.

**OPTIONS**

1. Approve the resolution for the City of Piqua to provide the necessary support and cooperation to the Miami County Engineer for the Troy-Sidney Road Berm Stabilization and Overlay Project.

2. Do not approve the resolution and provide guidance as to how to support the Miami County Engineer in completing this project.
<table>
<thead>
<tr>
<th><strong>PROJECT TIMELINE</strong></th>
<th>If the Miami County Engineer is successful in receiving funding, the project is scheduled for construction in late summer of 2018.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>STAFF RECOMMENDATION</strong></td>
<td>Approve the resolution and support the Miami County Engineer with this funding opportunity.</td>
</tr>
<tr>
<td><strong>REASON FOR SELECTING CONSULTANT/COMPANY</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>ATTACHMENTS</strong></td>
<td>None</td>
</tr>
</tbody>
</table>
RESOLUTION NO. R-130-17

A RESOLUTION REQUESTING AUTHORIZATION TO ACQUIRE A PORTION OF THE PROPERTY AND ACQUIRE EASEMENTS ON THE PROPERTY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF LOONEY ROAD AND GARBRY ROAD; PART OF MIAMI COUNTY CURRENT TAX PARCEL NO. N44-072892 AND N44-072890 BEING OWNED BY BUCKEYE STATE MUTUAL INSURANCE COMPANY

WHEREAS, the City of Piqua desires to complete the Garbry Road/Looney Road Intersection Improvements Project; and

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

WHEREAS, the City of Piqua is responsible for 100% of the cost of right-of-way acquisition on the Garbry Road/Looney Road Intersection Improvements Project, in accordance with its agreement with ODOT; and

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

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

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

SEC. 1: The City Manager is hereby authorized to enter into a contract to purchase a portion of said real property and easements located at the northwest corner of the intersection of Looney Road and Garbry Road, being part of Parcel No. N44-072892 and N44-072890 from Buckeye State Mutual Insurance Company.

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 $19,635.00.

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>October 17, 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A Resolution requesting authorization to acquire a portion of the property and acquire easements on the property located at the northwest corner of the intersection of Looney Road and Garbry Road; Part of Miami County Current Tax Parcel No. N44-072892 and N44-072890 being owned by Buckeye State Mutual Insurance Company</td>
</tr>
</tbody>
</table>
| SUBMITTED BY | Name & Title: Amy L. Havenar, City Engineer
Department: Engineering |
| AGENDA CLASSIFICATION | ☑ Consent
☐ Ordinance
☒ Resolution
☐ Regular |
| APPROVALS/REVIEWS | ☑ City Manager
☐ Asst. City Manager/Finance
☐ Asst. City Manager/Development
☐ Law Director
☐ Department Director
☐ Other: |
| BACKGROUND | As a part of the Garbry Road/Looney Road Intersection Improvements Project, the City needs to acquire right-of-way and easements from the property located at the northwest corner of the Looney Road/Garbry Road intersection, which is owned by Buckeye State Mutual Insurance Company.

The City’s Right-Of-Way Consultant has been working with Buckeye State Mutual Insurance Company of this acquisition and the property owner is in agreement with the fair market value price being offered for the portion of property and easements needed for the project. |
| BUDGETING AND FINANCIAL IMPACT | Budgeted $: $120,000
Expenditure $: $19,635
Source of Funds: Street Income Tax (103 Fund)
Narrative: This money was budgeted for in the 2017 budget. The $19,635 is for the acquiring of the permanent easements, the temporary easements, and the purchase of property. |
| OPTIONS | 1. Approve the Resolutions to acquire the easements and to purchase a portion of the property located at the northwest corner of the Looney Road/Garbry Road intersection.
2. Do not approve the resolution and do not complete the Garbry Road/Looney Road Intersection Improvements Project. |
<p>| PROJECT TIMELINE | The project construction is scheduled for the summer of 2018. |</p>
<table>
<thead>
<tr>
<th>STAFF RECOMMENDATION</th>
<th>Approve the Resolutions to acquire a portion of the property and easements from Buckeye State Mutual Insurance Company.</th>
</tr>
</thead>
<tbody>
<tr>
<td>REASON FOR SELECTING CONSULTANT/COMPANY</td>
<td>N/A</td>
</tr>
<tr>
<td>ATTACHMENTS</td>
<td>Exhibit A - Easement Documents and Purchase Contract</td>
</tr>
</tbody>
</table>
EXHIBIT A

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

PARCEL(S): 5 WD, S-1, S-2, T
MIA-Looney/Garby

This Agreement is by and between the City of Piqua, Miami County, Ohio ["Purchaser"] and The Buckeye State Mutual Insurance Company AKA Buckeye State Mutual Insurance Company ["Seller"; "Seller" includes all of the foregoing named persons or entities. Purchaser and Seller are referred to collectively in this Agreement as "Parties."

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

1. **Price and Consideration**

   Purchaser shall pay to Seller the sum of $19,635.00, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed, including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller’s covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property; and (e) *other items*.

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

2. **Estate Sold and Deed to Transfer**

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

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

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

4. **Supplemental Instruments**

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

5. **Warranty of Title**

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

6. **Elimination of Others’ Interests**

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

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

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

8. Offer to Sell

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

9. Designation of Escrow Agent

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

10. Closing Date

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

11. Physical Possession of Structures Occupied by Seller

Seller shall surrender physical possession of the land and improvements to Purchaser not later than the date on which Purchaser tenders the purchase price to Seller.
12. **Control of Property Occupied by Seller's Tenant(s)**

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

13. **Binding Agreement**

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

14. **Multiple Originals**

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

15. **Entire Agreement**

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

16. **Amendments and Modifications**

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and Purchaser.
IN WITNESS WHEREOF, the parties hereto, namely the City of Piqua, Miami County, Ohio and Buckeye State Mutual Company have executed this Agreement on the date(s) indicated immediately below their respective signatures.

THE BUCKEYE STATE MUTUAL INSURANCE COMPANY
AKA BUCKEYE STATE MUTUAL INSURANCE COMPANY

By: 

Date: 4/19/17

STATE OF OHIO, COUNTY OF MIAMI ss:

BE IT REMEMBERED, that on the 18th day of September, 2017, before me the subscriber, a Notary Public in and for said state and county, personally came the above named John M. Brooks, who acknowledged being the President and duly authorized agent of Buckeye State Mutual Company and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity.

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

NOTARY PUBLIC
City of Piqua, Miami County, Ohio

Gary A. Huff, ICMA-CM
City Manager

Date:

STATE OF OHIO, COUNTY OF MIAMI ss:

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

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

_____________________
NOTARY PUBLIC
My Commission expires: _____________
EXHIBIT A

LPA RX 851 WD

Ver. Date 04/13/2017

PARCEL 5-WD
MIA-LOONEY/GARBRY

ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
CITY OF PIQUA, MIAMI COUNTY, OHIO

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

Surveyor's description of the premises follows:

Being a parcel of land lying on the left side of the centerline of right of way of Garbry
Road (County Road 192) and left side of the centerline of right-of-way Looney Road (County
Road 194) as shown on a centerline survey plat made in 2017 for the County of Miami, Ohio,
titled "MIA-LOONEY/GARBRY" as recorded in Plat Book 26, Pages 48 and 48A of the records
of Miami County:

Situated in the State of Ohio, County of Miami, City of Piqua, being part of Inlots 6929
and 6930 of the City of Piqua, as shown in Plat Book 10, Page 92D, Lot Survey 19, Page 104
and Lot Survey 20, Pages 4 and 25, and being out of the tracts of land conveyed to Buckeye
State Mutual Insurance Company by deed of record in Deed Book 638, Pages 598 and 600 and
Deed Book 644, Page 806, and described as follows:

Beginning at a concrete monument set (Ohio Department of Transportation Type "A"
Monument) at the intersection of the centerline of right-of-way of Garbry Road with the
centerline of right-of-way of Looney Road, as shown on Plat Book 16, Page 24 and Plat Book
18, Page 90, located on centerline of right-of-way station 10+00.00 for Looney Road and on
centerline of right-of-way station 5+00.00 for Garbry Road;

thence South 84 Degrees 58 Minutes 16 Seconds West, with the centerline of right-of-
way of said Garbry Road, passing railroad spikes found at 40.65 feet and 85.43 feet, a distance of
328.69 feet, to the intersection of said centerline of Garbry Road with the easterly existing
limited access right-of-way line of Interstate Route 75 as shown in record plans MIA-25-13.13
(1959) and MIA-75-16.20 (1977), being the southwesterly corner of said Buckeye State Mutual
Insurance Company tract, located on centerline right-of-way station 1+71.31 for Garbry Road;
thence North 05 Degrees 40 Minutes 24 Seconds West, with the westerly line of said Buckeye State Mutual Insurance Company tract and said easterly existing limited access right-of-way, a distance of 30.00 feet, to a 5/8" rebar found at the intersection of said lines with the northerly existing right-of-way line of Garbry Road, located 30.00 feet left of centerline right-of-way station 1+70.97 for Garbry Road;

thence across said Buckeye State Mutual Insurance Company tract and said Inlot 6930 and Inlot 6929, the following five courses:

North 84 Degrees 38 Minutes 16 Seconds East, with the said northerly existing right-of-way line, a distance of 129.03 feet, to an iron pin set, located 30.00 feet left of centerline right-of-way station 3+00.00 for Garbry Road;

North 57 Degrees 28 Minutes 46 Seconds East, a distance of 129.98 feet, to an iron pin set, located 90.00 feet left of centerline right-of-way station 4+15.30 for Garbry Road and 100.00 feet left of centerline of right-of-way station 10+72.62 for Looney Road;

North 37 Degrees 21 Minutes 38 Seconds East, a distance of 114.38 feet, to an iron pin set on the westerly existing right-of-way line of Looney Road, located 40.00 feet left of centerline right-of-way station 11+70.00 for Looney Road;

North 05 Degrees 43 Minutes 16 Seconds East, with said westerly existing right-of-way line, a distance of 564.75 feet, to an iron pin set on the northerly line of said Buckeye State Mutual Insurance Company tract and the southerly line of a 4.335 acre tract of land conveyed to Upper Valley Medical Center by Deed of Record 2014OR-14561, located 40.02 feet left of centerline right-of-way station 17+36.75 for Looney Road;

South 86 Degrees 16 Minutes 19 Seconds East, with the line common to said Buckeye State Mutual Insurance Company and said 4.335 acre tract, a distance of 40.02 feet, to a magnetic nail set on the centerline of right-of-way of Looney Road, located on centerline right-of-way station 17+36.14 for Looney Road;

thence South 05 Degrees 43 Minutes 16 Seconds West, with said centerline of right-of-way of Looney Road, a distance of 736.14 feet, to the Point of Beginning, containing 1.094 acres of which 0.892 acre is within the present roadway occupied.

Of the above described 1.094 acres, 1.000 acre is from Auditor's Parcel Number N44-072892 with 0.823 acre being within the present road occupied and 0.094 acre is from Auditor's Parcel Number N44-072890 with 0.069 acre being within the present road occupied.
EXHIBIT A

All references are to the records of the Recorder's Office, Miami County, Ohio, unless otherwise noted.

Iron pins set, as shown on said Right-of-Way plans, in the above description are 3/4 inch steel rod, thirty (30) inches long with a 2" diameter aluminum cap stamped "EMHT INC."

All bearings shown are for project use only. The bearings described herein are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (2011). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial reference system.

This description was prepared by John C. Dodgion, Registered Surveyor No. 8069, based upon a survey by Evans, Mechwart, Hambleton & Tilton, Inc. in April 2016.

EVANS, MCHWART, HAMBLETON & TILTON, INC.

John C. Dodgion
Professional Surveyor No. 8069
EXHIBIT A

PARCEL 5-S1
MIA-LOONEY/GARBRY
PERPETUAL EASEMENT TO CONSTRUCT AND MAINTAIN A SEWER
IN THE NAME AND FOR THE USE OF THE
CITY OF PIQUA, MIAMI COUNTY, OHIO

A perpetual easement for the construction and maintenance of a sewer in, upon and over the
within described real estate. Grantor/Owner herein retains the right to use said real estate for
any and all other purposes provided that such use does not interfere with nor impair the
exercise of the easement herein granted (as used herein, the expression "Grantor/Owner"
includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Being a parcel of land lying on the left side of the centerline of right of way of Garbry
Road (County Road 192) as shown on a centerline survey plat made in 2017 for the County of
Miami, Ohio, titled "MIA-LOONEY/GARBRY" as recorded in Plat Book 26, Pages 48 and 48A
of the records of Miami County:

Situated in the State of Ohio, County of Miami, City of Piqua, being on, over and across
Inlot 6929 of the City of Piqua, as shown in Plat Book 10, Page 92D, being out of a tract of land
conveyed to Buckeye State Mutual Insurance Company by deed of record in Deed Book 644,
Page 806, and described as follows:

Beginning at an iron pin set at the intersection of the northerly existing right-of-way line
of Garbry Road with the northerly proposed right-of-way line Garbry Road acquired as parcel 5-
WD of right-of-way plans titled "MIA-LOONEY/GARBRY", located 30.00 feet left of
centerline of right-of-way station 3+00.00 for Garbry Road;

thence South 84 Degrees 58 Minutes 16 Seconds West, with said northerly existing right-
of-way line, a distance of 35.68 feet to a point on the westerly line of Auditor’s Parcel Number
N44-072890 and an interior line of Auditor’s Parcel Number N44-072892 of said Buckeye State
Mutual Insurance Company tracts;
thence North 04 Degrees 51 Minutes 34 Seconds West, with said westerly line and interior line, a distance of 15.00 feet, to a point, located 45.00 feet left of centerline right-of-way station 2+64.36 for Garbry Road;

thence North 74 Degrees 29 Minutes 00 Seconds East, across said Parcel Number N44-072890, a distance of 101.75 feet, to the intersection of the said northerly proposed right-of-way line with the easterly line of said Parcel N44-072890 and an interior line of said Parcel N44-072892, located 63.52 feet left of centerline right-of-way station 3+64.42 for Garbry Road;

thence South 57 Degrees 28 Minutes 46 Seconds West, with said northerly proposed right-of-way line, a distance of 72.62 feet, to the Point of Beginning, containing 0.031 acre within Auditor’s Parcel Number N44-072890 of which 0.000 is within the present road occupied.

All references are to the records of the Recorder’s Office, Miami County, Ohio, unless otherwise noted.

Iron pins set, as shown on said Right-of-Way plans, in the above description are 3/4 inch steel rod, thirty (30) inches long with a 2” diameter aluminum cap stamped “EMHT INC.”

All bearings shown are for project use only. The bearings described herein are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (2011). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial reference system.

This description was prepared by John C. Dodgion, Registered Surveyor No. 8069, based upon a survey by Evans, Mechwart, Hambleton & Tilton, Inc. in April 2016.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

John C. Dodgion
Professional Surveyor No. 8069
EXHIBIT A

PARCEL 5-S2
MIA-LOONEY/GARBRY
PERPETUAL EASEMENT TO CONSTRUCT AND MAINTAIN A SEWER
IN THE NAME AND FOR THE USE OF THE
CITY OF PIQUA, MIAMI COUNTY, OHIO

A perpetual easement for the construction and maintenance of a sewer in, upon and over the
within described real estate. Grantor/Owner herein retains the right to use said real estate for
any and all other purposes provided that such use does not interfere with nor impair the
exercise of the easement herein granted (as used herein, the expression "Grantor/Owner"
includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor’s description of the premises follows]

Being a parcel of land lying on the left side of the centerline of right of way of Looney
Road (County Road 194) as shown on a centerline survey plat made in 2017 for the County of
Miami, Ohio, titled "MIA-LOONEY/GARBRY" as recorded in Plat Book 26, Pages 48 and 48A
of the records of Miami County:

Situated in the State of Ohio, County of Miami, City of Piqua, being on, over and across
Inlot 6928 of the City of Piqua, as shown in Lot Survey 19, Page 104 and Lot Survey 20, Pages 4
and 25, being out of a tract of land conveyed to Buckeye State Mutual Insurance Company by
deed of record in Deed Book 638, Page 598 and 600, and described as follows:

Beginning at an iron pin set at the intersection the of westerly existing right-of-way line
of Looney Road with the westerly proposed right-of-way line Looney Road, acquired as parcel
5-WD of right-of-way plans titled "MIA-LOONEY/GARBRY”, located 40.00 feet left of
centerline of right-of-way station 11+70.00 for Looney Road;

thence South 37 Degrees 21 Minutes 38 Seconds West, with said westerly proposed
right-of-way line, a distance of 38.13 feet, to a point, located 60.00 feet left of centerline right-
of-way station 11+37.54 for Looney Road;

thence North 05 Degrees 43 Minutes 16 Seconds East, a distance of 32.46 feet, to a point,
located 60.00 feet left of centerline right-of-way station 11+70.00 for Looney Road;
thence South 84 Degrees 16 Minutes 44 Seconds East, a distance of 20.00 feet, to the Point of Beginning, containing 0.007 acre within Auditor’s Parcel Number N44-072892 of which 0.000 is within the present road occupied.

All references are to the records of the Recorder’s Office, Miami County, Ohio, unless otherwise noted.

Iron pins set, as shown on said Right-of-Way plans, in the above description are 3/4 inch steel rod, thirty (30) inches long with a 2” diameter aluminum cap stamped "HMT INC."

All bearings shown are for project use only. The bearings described herein are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (2011). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial reference system.

This description was prepared by John C. Dodgion, Registered Surveyor No. 8069, based upon a survey by Evans, Mechwart, Hambleton & Tilton, Inc. in April 2016.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

[Signature]

04/14/2017

John C. Dodgion
Professional Surveyor No. 8069
EXHIBIT A

LPA RX 887 T

Ver. Date 04/13/2017

PARCEL 5-T
MIA-LOONEY/GARBRY
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
PERFORM GRADING
FOR 18 MONTHS FROM DATE OF ENTRY BY THE
CITY OF PIQUA, MIAMI COUNTY, OHIO

[Surveyor's description of the premises follows]

Being a parcel of land lying on the left side of the centerline of right of way of Garbry Road (County Road 192) and left side of the centerline of right-of-way of Looney Road (County Road 194) as shown on a centerline survey plat made in 2017 for the County of Miami, Ohio, titled "MIA-LOONEY/GARBRY" as recorded in Plat Book 26, Pages 48 and 48A of the records of Miami County:

Situated in the State of Ohio, County of Miami, City of Piqua, being on, over and across Inlots 6928, 6929 and 6930 of the City of Piqua, as shown in Plat Book 10, Page 92D, Lot Survey 19, Page 104 and Lot Survey 20, Pages 4 and 25, being out of tracts of land conveyed to Buckeye State Mutual Insurance Company by deed of record in Deed Book 638, Pages 598 and 600 and Deed Book 644, Page 806, and described as follows:

Beginning at the intersection of the northerly existing right-of-way line of Garbry Road with a westerly interior line of said Buckeye State Mutual Insurance Company, being on the westerly line of Auditor's Parcel Number N44-072890, located 30.00 feet left of centerline of right-of-way station 2+64.32 for Garbry Road;

thence South 84 Degrees 58 Minutes 16 Seconds West, with said northerly existing right-of-way line, a distance of 24.32 feet, to a point, located 30.00 feet left of centerline right-of-way station 2+40.00 for Garbry Road;

thence North 37 Degrees 04 Minutes 28 Seconds East, a distance of 36.39 feet, to a point on a line common to said Parcel N44-072890 and an interior line of Auditor's Parcel Number N44-072892, located 57.00 feet left of centerline right-of-way station 2+64.40 for Garbry Road;
thence North 53 Degrees 38 Minutes 01 Seconds East, a distance of 117.29 feet, to a point on the line common to the easterly line of said Parcel N44-072890 and an interior line of said Parcel N44-072892, located 118.00 feet left of centerline right-of-way station 34+64.58 for Garbry Road and 155.05 feet left of centerline of right-of-way station 10+90.67 for Looney Road;

thence North 49 Degrees 55 Minutes 00 Seconds East, a distance of 165.04 feet, to a point on the westerly existing right-of-way line of Looney Road, located 40.00 feet left of centerline right-of-way station 12+09.00 for Looney Road;

thence South 05 Degrees 43 Minutes 16 Seconds West, a distance of 39.00 feet, to an iron pin set at the intersection of said westerly existing right-of-way line with the westerly proposed right-of-way line of Looney Road and northerly proposed right-of-way line of Garbry Road, acquired as Parcel 5-WD, and northerly line of a proposed sewer easement, acquired as Parcel 5-S2, on right-of-way plans titled “MIA-LOONEY/GARBRY”, located 40.00 feet left of centerline right-of-way station 11+70.00 for Looney Road;

thence with said proposed sewer easement, the following two courses:

North 84 Degrees 16 Minutes 44 Seconds West, a distance of 20.00 feet, to a point, located 60.00 feet left of centerline right-of-way station 11+70.00 for Looney Road;

South 05 Degrees 43 Minutes 16 Seconds West, a distance of 32.46 feet, to the intersection of said proposed sewer easement and said westerly/northerly proposed right-of-way line, located 60.00 feet left of centerline right-of-way station 11+57.54 for Looney Road;

thence South 37 Degrees 21 Minutes 38 Seconds West, with said westerly/northerly proposed right-of-way line, a distance of 76.25 feet, to an iron pin set, located 100.00 feet left of centerline of right-of-way station 10+72.62 for Looney Road and 90.00 feet left of centerline right-of-way station 4+15.30 for Garbry Road;

thence South 57 Degrees 28 Minutes 46 Seconds West, with said westerly/northerly proposed right-of-way line, a distance of 57.36 feet, to the intersection of said easterly line of Auditor’s Parcel number N44-072890 with the northerly proposed line of a sewer easement as acquired as Parcel 5-S1 of said right-of-way plans, located 63.52 feet left of centerline right-of-way station 3+64.42 for Garbry Road;

thence South 74 Degrees 29 Minutes 00 Seconds West, with said proposed sewer easement, a distance of 101.75 feet, to a point on the westerly line of said Auditor’s Parcel N44-072890, located 45.00 feet left of centerline right-of-way station 2+64.36 for Garbry Road;
thence South 04 Degrees 51 Minutes 34 Seconds East, with said westerly line, a distance of 15.00 feet, to the Point of Beginning, containing 0.234 acres of which 0.000 acre is within the present roadway occupied.

Of the above described 0.234 acres, 0.158 acre is from Auditor’s Parcel Number N44-072892 and 0.076 acre is from Auditor’s Parcel Number N44-072890.

All references are to the records of the Recorder’s Office, Miami County, Ohio, unless otherwise noted.

Iron pins set, as shown on said Right-of-Way plans, in the above description are 3/4 inch steel rod, thirty (30) inches long with a 2” diameter aluminum cap stamped "EMHT INC."

All bearings shown are for project use only. The bearings described herein are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (2011). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial reference system.

This description was prepared by John C. Dodgion, Registered Surveyor No. 8069, based upon a survey by Evans, Mechwart, Hambleton & Tilton, Inc. in April 2016.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

[Signature]

John C. Dodgion
Professional Surveyor No. 8069
RESOLUTION OF
The Buckeye State Mutual Insurance Company AKA Buckeye State Mutual Insurance Company

WHEREAS, the City of Piqua, Miami County, Ohio desires to acquire a certain parcel or parcels of land for highway purposes on and over certain lands, owned by this Corporation, and more particularly described as follows:

PARCEL(S): 5 WD, S-1, S-2, T
MIA-Looney/Garby

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

WHEREAS, the City of Piqua, Miami County, Ohio has offered the sum of $19,635.00 for the purchase of said certain parcel or parcels of land.

NOW THEREFORE BE IT RESOLVED by the Board of Directors of The Buckeye State Mutual Insurance Company AKA Buckeye State Mutual Insurance Company that

John M. Brooks

shall be, and hereby is, the duly authorized, empowered and acting agent of The Buckeye State Mutual Insurance Company AKA Buckeye State Mutual Insurance Company for the purpose of executing and delivering to City of Piqua, Miami County, Ohio all necessary instruments to effect a good and sufficient conveyance of said certain parcel or parcels of land from The Buckeye State Mutual Insurance Company AKA Buckeye State Mutual Insurance Company to City of Piqua, Miami County, Ohio, for the hereinabove mentioned consideration.
I, Lisa Wesner, Secretary of The Buckeye State Mutual Insurance Company AKA Buckeye State Mutual Insurance Company, hereby certify that on by Unanimous Written Consent, there was held a meeting of the Board of Directors of said corporation, at which a quorum was present; that this is a true and correct copy of a resolution adopted at said meeting, and that this resolution is in full force and effect and has not been revoked.

In WITNESS WHEREOF, I have hereunto subscribed my signature on the 19th day of September, 2017.

Lisa L. Wesner

Print: Lisa L. Wesner
RESOLUTION NO. R-131-17

A RESOLUTION APPROVING THE PURCHASE OF LIABILITY INSURANCE FOR PIQUA’S COMBUSTION TURBINES

WHEREAS, certain specialty areas do not fall within the coverage of the City’s general liability policy and excess liability insurance is needed for coverage; and

WHEREAS, in 2011 one of the combustion turbines failed and required a rebuild with a claim exceeding $1,000,000.00; and

WHEREAS, after 2011 the City has not been able to obtain coverage for the combustion turbines due to their unique nature and size of claims; and

WHEREAS, the Law and Power Departments have been working for a year on obtaining coverage and have received two quotes from reputable insurance companies in a specialized market; and

WHEREAS, the City desires to obtain coverage from Chubb, the lowest quote received.

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 an agreement for liability and property coverage for the City's combustion turbines through Chubb effective January 1, 2018, for the limits received in the quote dated September 20, 2017.

SEC. 2: The Finance Director is authorized to draw her warrant on the appropriate account in an amount not to exceed $92,406.00.

SEC. 3: The Finance Director is hereby authorized to draw her warrants from time to time on the appropriate account of the city treasury in payment according to the premium and certifies that the funds will be available.

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

________________________
KATHRYN B. HINDS, MAYOR

PASSED: __________________________

ATTEST: __________________________
REBECCA J. COOL
CITY COMMISSION CLERK

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

Mayor Kathryn B. Hinds ________ Commissioner John Martin ________
Commissioner William Vogt ________ Commissioner Joseph Wilson ________
Commissioner Judy Terry ________
RESOLUTION NO. R-132-17

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT AN
APPLICATION FOR FEDERAL FAST ACT FUNDS THROUGH THE MIAMI
VALLEY REGIONAL PLANNING COMMISSION

WHEREAS, the Miami Valley Regional Planning Commission (MVRPC) has solicited
local government entities to submit new transportation projects for funding consideration
using MVRPC regionally controlled federal funds (STP and TA); and

WHEREAS, the City of Piqua has committed to a timely project development
schedule; and

WHEREAS, the City of Piqua has committed the necessary resources to support the
local cost portions of the project; and

WHEREAS, the following projects will be submitted to MVRPC as the City of Piqua's
priority projects:

1.  Looney Road Resurfacing Project, Local match of $270,000
2.  Great Miami River Trail Bridge Project, Local match of $332,000
3.  Ohio to Indiana Trail Bridge Project, Local match of $1,131,761

WHEREAS, the City of Piqua does not have a transit system in place, therefore, the
City of Piqua will be applying for an exception to the Complete Streets Policy for Transit
Users based on Exception No. 2;

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

SEC. 1: The City Manager is hereby authorized and directed to execute and file
applications through the Miami Valley Regional Planning Commission as mentioned above
and to provide all information and documentation required to become eligible for possible
funding assistance;

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 Joseph Wilson
Commissioner John Martin      Commissioner Judy Terry
Commissioner William Vogt


### Commission Agenda
Staff Report

<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>October 17, 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A Resolution authorizing the City Manager to submit an application for Federal FAST Act Funds through the Miami Valley Regional Planning Commission.</td>
</tr>
<tr>
<td>SUBMITTED BY</td>
<td>Amy L. Havenar, P.E., City Engineer</td>
</tr>
</tbody>
</table>

**Engineering**

<table>
<thead>
<tr>
<th>AGENDA CLASSIFICATION</th>
<th>Consent</th>
<th>Ordinance</th>
<th>Resolution</th>
<th>Regular</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>APPROVALS/REVIEWS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City Manager</td>
<td>Asst. City Manager/Finance</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asst. City Manager/Development</td>
<td>Law Director</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Department Director</td>
<td>Other:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**BACKGROUND**
The Miami Valley Regional Planning Commission is in the process of soliciting for new transportation projects using MVRPC regionally controlled federal funds (STP & TA). The projects identified for submission are the Looney Road Resurfacing Project (STP), the Ohio to Indiana Trail Bridge Reconstruction (TA) and the Great Miami River Trail Bridge Construction (STP).

The Looney Road Resurfacing Project will consist of milling and overlaying of the roadway (from CR 25A to E. Ash Street) with a new asphalt surface, the adjustment of manholes, pavement repair, and the placement of all new pavement markings within the project limits.

The Ohio to Indiana Trail Bridge Project will consist of the replacement of the existing wood decking and vertical rail support system with a new concrete deck and new railing. The project will also include the construction of an ADA compliant ramp leading up to the bridge.

The Great Miami River Trail Bridge Project will consist of the construction of a new multi-use path bridge crossing the Great Miami River west of the parking lot at Goodrich Giles Park. The project will also include the connection from the existing multi-use path located behind the Power Plant.

<table>
<thead>
<tr>
<th>BUDGETING AND FINANCIAL IMPACT</th>
<th>Budgeted $:</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expenditure $:</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Source of Funds:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Narrative</td>
<td>The Looney Road Resurfacing project is being submitted with a construction estimate of $925,000. The funding</td>
<td></td>
</tr>
</tbody>
</table>
breakdown being applied for is 55% Federal/45% Local. A portion of the local share will be paid for by the Miami County Engineer as approximately 40% of the project is located outside of the City Limits. The City’s share of construction is estimated to be approximately $270,000. If successful in obtaining the grant, the funds would be available in SFY 2019.

The Ohio to Indian Trail Bridge Project is being submitted with a construction estimate of $1,481,761. The funding for TA projects is capped at $350,000, therefore, the funding split we are proposing is $1,131,761 Local and $350,000 Federal. If successful in obtaining the grant, the funds would be available in SFY 2022.

The Great Miami River Trail Bridge Project is being submitted with a construction estimate of $1,240,822. The funding breakdown being applied for is 75% Federal/25% Local. The City’s share of the project is estimated to be approximately $332,000. If successful in obtaining the grant, the funds would be available in SFY 2021.

<table>
<thead>
<tr>
<th>OPTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Approve the resolution for the City Manager to submit an application to the MVRPC for funding.</td>
</tr>
<tr>
<td>2. Do not approve the resolution and provide guidance as to additional funding sources.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PROJECT TIMELINE</th>
</tr>
</thead>
<tbody>
<tr>
<td>We should receive notification by March of 2018 if we were successful in obtaining any of the grant funding.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>STAFF RECOMMENDATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approve the resolution and make application to the MVRPC for funding.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>REASON FOR SELECTING CONSULTANT/COMPANY</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ATTACHMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
</tr>
</tbody>
</table>
RESOLUTION NO. R-133-17

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIVE YEAR CONTRACT WITH EVANS, MECHART, HAMBLETON, & TILTON, INC. (EMH&T INC.) FOR A FULL-SCALE UTILITY GIS IMPLEMENTATION FOR THE UNDERGROUND UTILITIES DEPARTMENT

WHEREAS, the Underground Utilities Department desires the implementation of a full-scale Utility GIS System to help with fulfilling their daily work orders efficiently and effectively throughout the City of Piqua; and

WHEREAS, this Utility GIS implementation proposal is attached hereto as “Exhibit A”; and

WHEREAS, this Utility GIS implementation contract is attached hereto as “Exhibit B”; 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 five-year contract for the implementation of a Utility GIS System is hereby authorized to Evans, Mechwart, Hambleton & Tilton, Inc. (EMH&T, Inc.);

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 $765,450.00 in Phases I through Phase V, and said funds are available or in the process of collection during the years 2017-2021;

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>October 17, 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIVE YEAR CONTRACT WITH EVANS, MECHART, HAMBLETON &amp; TILTON, INC. (EMH&amp;T INC.) FOR A FULL-SCALE UTILITY GIS IMPLEMENTATION FOR THE UNDERGROUND UTILITIES DEPT.</td>
</tr>
</tbody>
</table>
| SUBMITTED BY         | Name & Title: Shane Johnson, Underground Utilities Superintendent  
Department: Underground Utilities |
| AGENDA CLASSIFICATION| □ Consent  
□ Ordinance  
☒ Resolution  
□ Regular |
| APPROVALS/REVIEWS    | □ City Manager  
□ Asst. City Manager/Finance  
☒ Manager/Development  
□ Law Director |
| BACKGROUND            | We are requesting to proceed with Phase I of V in the Utility GIS (Geographical Information System) Implementation Program. The findings of the GIS Pilot Program demonstrated that there were structures that are not currently in our mapping system. As part of the continuing mapping of our infrastructure, the goal of locating, inventorying and accessing the condition of our water and sanitary structures will be accomplished through this project. Phase I will continue the task of gathering all information that will then be added to our GIS Program. Each phase will be performed in a different part of the city, with the end Phase completing a total map of the infrastructure of the City of Piqua. I would like to make note that the OEPA has passed Senate Bill 2 which requires ongoing asset management efforts by all public water systems. In addition, an accurate and up-to-date GIS system will make the mandatory lead and copper reporting easier to produce and submit. Cost will be as follows: Phase I –Phase III at a cost of $180,000 each, Phase IV at a cost of $169,000, and Phase V at a cost of $20,000. The total cost of the project will be $729,000. We are including a 5% contingency. |
| BUDGETING AND FINANCIAL IMPACT | Budgeted $:  
$765,450 (with a 5% contingency)  
Expenditure $:  
$180,000 Phase I (2017-2018)  
$180,000 Phase II (2018)  
$180,000 Phase III (2019)  
$169,000 Phase IV (2020)  
$20,000 Phase V (2021) |
<table>
<thead>
<tr>
<th>Source of Funds:</th>
<th>$36,450 Contingency</th>
</tr>
</thead>
<tbody>
<tr>
<td>WATER 403-302-601-7553 (40%)</td>
<td></td>
</tr>
<tr>
<td>WASTEWATER 404-491-903-7553 (40%)</td>
<td></td>
</tr>
<tr>
<td>STORMWATER 411-491-903-7553 (20%)</td>
<td></td>
</tr>
</tbody>
</table>

**Narrative:**

1. Approve the Resolution as proposed
2. Approve the Resolution with changes
3. Deny the Resolution and advise staff of an alternative
4. 

**PROJECT TIMELINE**

- 2017 Begin Phase I.
- 2018 Finish Phase I and complete Phase II by December 31, 2018.
- Compete Phase III by December 31, 2019.
- Complete Phase IV by December 31, 2020.
- Complete Phase V by December 31, 2021.

**STAFF RECOMMENDATION**

We recommend the approval of this Resolution so the City can stay compliant with EPA regulations and become more efficient in our daily operations.

**REASON FOR SELECTING CONSULTANT/COMPANY**

In the summer of 2016, EMH&T was chosen through an RFP process. The other firms were FTC&H, Landmark GIS and USI. All the firms had demos and through the scoring process, EMH&T scored the highest for what we wanted in our GIS program. The pilot was the first step in the GIS program. Please reference October 18, 2016 Commission Agenda staff report if more information is needed.

**ATTACHMENTS**

- Exhibit A – Proposal for Utility GIS Implementation.
- Exhibit B - Professional Services Agreement
August 23, 2017

Mr. Shane Johnson
Underground Utility Superintendent
City of Piqua
123 Bridge Street
Piqua, OH 45356

Subject: Proposal for Utility GIS Implementation

INTRODUCTION
Based upon the results of the pilot, EMH&T has developed a proposal for full-scale implementation. The proposal is presented as a phased implementation using input from the City to establish the overall timeframe and priorities. This proposal includes all associated costs, by phase, such as services, hardware, software, staffing, training, etc. to develop a sustainable GIS program for underground utilities. Phase 1 is included in a detailed manner to allow the City to proceed.

IMPLEMENTATION PHASING
1. Phase 1 (First Year) – Foundation
   a) Source Material Preparation
   b) Data Development: Area #1 (southern portion of the Central Pressure District)
   c) Application: Advanced Web GIS
   d) Application: Field Crew Update Workflows

   This phase focuses on the establishment of a foundation of information and applications that will establish the post-pilot framework for phased development area by area. To prepare for overall development, the entire collection of hardcopy source material will be scanned and indexed (1.a). These will be loaded into the existing Records Management System (RMS) developed during the pilot. The southern portion of the Central Pressure District has been selected as the first area of focus for data development (1.b). Data development will be completed to the specifications and procedures developed during the pilot and will include main line and customer service features for the water, sanitary and storm systems with an emphasis on field data collection to confirm the infrastructure. This will include manhole inspections to establish the condition and connectivity. The area will be further divided into subareas to create submittals for incremental development and to establish metric to use in estimating future phases. In addition to developing the high-priority Advanced Web GIS (1.c), a specific application (1.d) will be developed that aids the flow of information (e.g. corrections, changes) from the field to the office for continuous improvement of the GIS base.

2. Phase 2 (Second Year) – Development
   a) Maintenance for developed areas
   b) Hosting and Support for Web GIS and Applications [CITY]
   c) Data Development: Area #2 (Central / Western Pressure Districts)
d) Application: Work Order Integration (SRC)
e) Application: Hydrant Management Application

This phase focuses on the continued development of the GIS data and applications while also maintaining the data for areas previously developed (2.a). The City has accepted the responsibility to host and support the technology components of the GIS (2.b). This phase will complete the Central area and move to the Western Pressure District as the next area for data development (2.c). The high-priority Work Order Integration application will be implemented (2.d) along with a specific application (2.e) that helps in the management of hydrants (status, condition, performance, etc.) in a shared GIS interface.

3. Phase 3 (Third Year) – Development
   a) Maintenance for developed areas
   b) Hosting and Support for Web GIS, Applications and SRC [CITY]
   c) Data Development: Area #3 (Western / Eastern Pressure Districts)
   d) Application: Valve Isolation

This phase focuses on continuing the development of the GIS data and applications while also maintaining the data for areas previously developed (3.a). The City has accepted the responsibility to host and support the technology components of the GIS (3.b). This phase will complete the Western area and move to the Eastern Pressure District as the final area for data development (3.c). The high-priority Valve Isolation application will be implemented (3.d).

4. Phase 4 (Fourth Year) – Development
   a) Maintenance for developed areas
   b) Hosting and Support for Web GIS, Applications and SRC [CITY]
   c) Data Development: Area #4 (Eastern Pressure District)
   d) Application: SUMS Implementation

This phase focuses on completing the development of the GIS data while also maintaining the data for areas previously developed (4.a). The City has accepted the responsibility to host and support the technology components of the GIS (4.b). This phase will complete the Eastern area to finalize data development (4.c). The high-priority SUMS application (4.d) which is an ArcGIS Desktop Extension which will help the City manage the key aspects of their Stormwater Utility through managing impervious areas and parcels, while integrating with the City’s billing system.

5. Mature Operations
   a) Maintenance for developed areas
   b) Hosting and Support for Web GIS, Applications and SRC [CITY]
   c) Additional layers and applications (as desired and prioritized)

After the completion of Phase 3, the City will be operating in a mature manner for ongoing utilization. The desired setup is for EMH&T to maintain the data for areas previously developed (5.a) while the City
hosts and supports the technology components of the GIS (5.b). The management team will continue to identify and prioritize additional layers and applications for development (5.c).

IMPLEMENTATION COSTS
The total cost for GIS implementation services is $729,000. That total cost is composed of costs within the categories of Data Development, Applications Development, and Maintenance as described below:

Data Development: $520,000
1. Source Material Preparation $20,000
2. Field Data Collection $265,000
   a. Survey (12,000 points, sub-foot)
   b. Manhole Inspections (2,000 manholes, 1-person crew)
3. Wastewater Collection System Layer Development $110,000
4. Water Distribution System Layer Development $100,000
5. Stormwater Drainage System Existing Layer Enhancement $25,000

Application Development: $150,000
1. Advanced Web GIS: $30,000
2. Field Crew Update Workflows: $15,000
3. Work Order Integration: $50,000
4. Hydrant Management: $15,000
5. Valve Isolation: $15,000
6. SUMS Implementation: $25,000

Maintenance = $59,000
Year 1: N/A
Year 2: $10,000
Year 3: $13,000
Year 4: $16,000
Year 5: $20,000

The implementation costs can be summarized by Phase, as follows:
Phase 1: $180,000
Phase 2: $180,000
Phase 3: $180,000
Phase 4: $169,000
Phase 5: $20,000

Hardware, Software and Training
The City has accepted the responsibility to host and support the GIS and applications, there are key elements that are required. These are summarized, by phase, below for budgeting and planning purposes.
Proposal for Utility GIS Implementation

Phase 1: As Phase 1 completes, the developed components will be deployed to City resources for hosting and support. The required elements are as follows:

- ArcGIS Enterprise/Server [Software - $20,000]
- ArcGIS Desktop Standard [Software - $5,800]
- Web Server, GIS Server, Database Server [TBD by City]
- SQL Server Standard [TBD by City]
- ArcGIS Enterprise / Server Administrator Training [$3,000]

Phase 2: Upon the completion of Phase 1, the City will be responsible for on-going hosting and support of the developed GIS and applications. In addition, for Phase 2 applications to be developed, ArcGIS Online is also required.

- Maintenance / Support on Existing Hardware and Software [TBD by City]
- ArcGIS Online Subscription [Software $3,500]

Beyond Phase 2, the City will be responsible for on-going hosting and support of the developed GIS and applications. No additional components are required for purchase, but ongoing maintenance / support for the configured hardware and software components is necessary for reliable operation of the GIS.

PHASE 1 IMPLEMENTATION

Our approach for completing Phase 1, confirmed during the pilot project, reflects an emphasis on developing accurate and detailed non-graphic information which is critical. That can only be accomplished with extensive field data collection, especially given the situation of missing or conflicting office records for the older areas such as the area selected. The area of interest during this Phase will be the southern portion of the Central Low Service District. Work is to be accomplished through seven (7) tasks summarized as follows:

- Task 1: Source Material Preparation
- Task 2: Field Data Collection
- Task 3: Wastewater Collection System Layer Development
- Task 4: Water Distribution System Layer Development
- Task 5: Stormwater Drainage System Existing Layer Enhancement
- Task 6: Application Development – Web GIS
- Task 7: Application Development – Field Crew Update Workflow

The remainder of this section the detailed approach, deliverables, schedule and fee

Approach

Task 1: Source Material Preparation

Document / Drawing Scanning / Indexing - EMH&T and the City will identify and collect all relevant atlas sheets, plan drawings, tap cards, intersection maps, etc. whether they be in hardcopy or digital format. These will be scanned on-site using City equipment (if necessary), organized, indexed and loaded into the RMS for subsequent access and utilization.
Office Atlas Creation - EMH&T will use the compiled office records to create an office-based atlas of the existing utility layers in the area of interest. This office atlas will be key during this phase to guide the field visits and during layer development tasks by providing attribute information and by being linked to each related GIS feature.

**Task 2: Field Data Collection**
EMH&T will use the product from Task 1 and GPS-locate all known structures within the focus area. Field data collection will proceed as outlined in the procedure manual (created during the pilot) and will include both main line and customer service features. Known structures that are not found will be summarized for City action. During the course of our field activities, EMH&T will look for additional structures within the right of way and add those to the inventory.

Further, EMH&T will conduct manhole inspections for all wastewater and select stormwater manholes. These inspections will include photos, depths, pipe sizes, and a basic condition assessment. Electronic copies of inspection reports will be provided to the City. The need for second-level investigative techniques such as CCTV and smoke testing will be noted and reported to the City for consideration to be performed by City forces or as additional services authorized to EMH&T. Manholes are assumed to be accessible to inspection equipment.

**Task 3: Wastewater Collection system Layer Development**
EMH&T will utilize the information from Tasks 1 and 2 to create a final wastewater collection system GIS layer and mapping. Each GIS feature will be linked with the associated scanned plan reference. The non-graphic information within the geodatabase will also be loaded using field-collected and other compiled information per the procedure manual. Where information is missing and not able to be assigned, placeholder values will be loaded. Source material conflicts and other exceptions will be logged as PRF issues for further consideration by the City. This may indicate the need for second-level investigative techniques such as CCTV and smoke testing. These will be noted and reported to the City for consideration as additional services.

**Task 4: Water Distribution system Layer Development**
EMH&T will utilize the information from Tasks 1 and 2, to create a final water distribution system GIS layer and mapping. Each GIS feature will be linked with the associated scanned plan reference. The non-graphic information within the geodatabase will also be loaded using field-collected and other compiled information per the procedure manual. Where information is missing and not able to be assigned, placeholder values will be loaded. Source material conflicts and other exceptions will be logged for further consideration by the City.

**Task 5: Stormwater Drainage Existing Layer Enhancement**
EMH&T will utilize the information from Tasks 1 and 2 to enhance the existing stormwater layer information. The focus will be on exceptions and gaps in the information. Each GIS feature will be linked with the associated scanned plan reference. The non-graphic information within the geodatabase
will also be loaded using field-collected and other compiled information per the procedure manual. Where information is missing and not able to be assigned, placeholder values will be loaded. Source material conflicts and other exceptions will be logged as PRF issues for further consideration by the City. This may indicate the need for second-level investigative techniques such as CCTV and smoke testing. These will be noted and reported to the City for consideration as additional services.

Task 6: Application Development – Advanced Web GIS
We propose to use City’s ArcGIS Enterprise account to develop an advanced Web GIS application that references available web services GIS layers prepared during Tasks 3, 4 and 5. The Advanced GIS is a full-featured system designed for infrastructure features viewing and access. It has many more features than the example (basic) GIS provided with the Pilot project. A summary of the included features is detailed in an attachment to this proposal. It will also be integrated with the RMS and PRF applications developed previously.

Once the application is developed, it will be the landing page for any other future functionality that you would like to build into it. The final solution would work from any machine (office or field) that has internet access and a web browser. Output from the system can be simply printed or it can be captured electronically and then emailed or inserted into desktop application software such as Microsoft Office®.

Our approach to creating the system will include team reviews of the developing application at certain milestones. After the system is completed, EMH&T will assist the City in getting it loaded on City servers which begins the one-month acceptance period for the City to review in a hands-on manner. Once the acceptance period has concluded, EMH&T will make any necessary changes, as reported, and consider the system accepted.

Task 7: Application Development – Field Crew Update Workflow
Interfaces will be developed that streamline the flow of information to the field and back to the office. This will aid users in notifying office staff of necessary map changes and will also allow field users to update specific attribute information (with review) as permitted to resolve discrepancies. Items will be logged to track their completion. Changes will be performed within a versioned geodatabase environment to ensure the data integrity.

Deliverables
- Updated RMS
- Office Atlas
- Manhole inspection reports (PDF)
- Updated Infrastructure layers
- Atlas sheets (PDF)
- Advanced Web GIS Viewer application
- Field Crew Update Workflow application
Proposal for Utility GIS Implementation

Assumptions
- Area of focus will be the Central Low Service District
- Up to 4,000 plan sheets for scanning completed on-site using City equipment
- Up to 6,000 plan sheets for indexing
- Up to 2,800 structures for GPS locates (~ 1 foot accuracy)
- Up to 440 manholes (all wastewater and selected stormwater) for inspection
- Up to 20 miles of main for each system
- Atlas plot sets will include all-utility sheets as PDF for either large-format 24x36 or small-format printing

Schedule and Fee
Phase 1 will be completed within eight (8) months from authorization. Services will be provided as per the fee provided below. Fees for the work described within the Scope of Services, shall not exceed $180,000 (One Hundred Eighty Thousand Dollars and no cents) without prior authorization from the City. Invoices will be submitted monthly, based on the progress of the work and are payable on receipt.

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1: Source Material Preparation</td>
<td>$20,000</td>
</tr>
<tr>
<td>Task 2: Field Data Collection</td>
<td>$50,400</td>
</tr>
<tr>
<td>Task 3: Wastewater Collection System Layer Development</td>
<td>$25,000</td>
</tr>
<tr>
<td>Task 4: Water Distribution System Layer Development</td>
<td>$23,000</td>
</tr>
<tr>
<td>Task 5: Stormwater Drainage System Layer Development</td>
<td>$6,000</td>
</tr>
<tr>
<td>Task 6: Application Development: Web GIS</td>
<td>$30,000</td>
</tr>
<tr>
<td>Task 7: Application Development: Field Crew Update Workflow</td>
<td>$15,000</td>
</tr>
<tr>
<td>Expense: Per Diem</td>
<td>$9,600</td>
</tr>
<tr>
<td><em>Expense: Reimbursable (prints, mileage, phone, supplies, etc.)</em></td>
<td>$1,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$180,000</strong></td>
</tr>
</tbody>
</table>

If- Authorized Services: Fees, Notes and Assumptions

<table>
<thead>
<tr>
<th>Field Services</th>
<th>Qty</th>
<th>Unit</th>
<th>Rate / Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Smoke Testing (2 Person Crew)</td>
<td>1</td>
<td>Hour</td>
<td>$120.00</td>
</tr>
<tr>
<td>Manhole Inspections (1 Person Crew)</td>
<td>1</td>
<td>Each</td>
<td>$80.00</td>
</tr>
<tr>
<td>CCTV (2 Person Crew)</td>
<td>1</td>
<td>Hour</td>
<td>$165.00</td>
</tr>
<tr>
<td>Per Diem per Person</td>
<td>1</td>
<td>Each</td>
<td>$156.00</td>
</tr>
</tbody>
</table>

CCTV: The unit rate includes CCTV inspection only no cleaning. We have included an hourly rate and this rate is charged from port-to-port. The following conditions need to be satisfied for this cost proposal:

- This cost includes CCTV inspection of the lines and PACP coding
- By-pass pumping has not been included in this proposal
- Manholes assumed to be accessible to inspection equipment
- Manhole lids assumed not to be welded shut and no restrictions to man-entry
Proposal for Utility GIS Implementation

- Costs for maintenance of traffic have been included for standard set-ups. If the City requires additional maintenance of traffic (beyond cones and truck flashers) additional cost will be provided for approval by the client
- Two copies of CCTV logs and DVDs will be provided to the Client

Smoke Testing:
- City of Piqua will provide sections of the City that require smoke testing
- EMH&T will collected information of the defects found during smoke testing. The crews will collect a general GPS location, photos and description of the defects found
- Hourly rate is charged from port-to-port

We are prepared to begin the work identified in this proposal immediately upon receipt of Notice to Proceed. Upon authorization, EMH&T will submit a project work plan and schedule. If you should have any questions or require additional information, please do not hesitate to call me at (614) 775-4280.

Respectfully submitted,
EVANS, MECHWART, HAMBLETON & TILTON, INC.

Derek M. Mair, MISM
Director of Geospatial Solutions

Acceptance and Authorization to Proceed

Authorized Signature

Print Name and Date
Web GIS – Features / Functions

Included with Basic / Example GIS
1. Security – Control access to the system or layer groups by account. Allow users to remain logged in for a specific amount of time or indefinitely
2. View Control – Zoom in / out / window / home extent, pan
3. Layer Control - The user can use this panel to control the display of each layer individually or by layer grouping.
4. Identify – Show attributes of selected feature
5. Base Map Selection - Users can toggle between available base maps

Included with the Advanced GIS
All of the features / functions of the Basic version, plus...
6. Search – Search GIS by address, intersection, or infrastructure asset ID
7. Printing / plotting
   a. Using numerous available templates
   b. User-selected scale
8. Plan access – Hyperlink available for each asset that is linked
   a. Integrates with Records Management System (RMS) if implemented
9. Query – Able to filter infrastructure assets by attribute
10. Reporting - Buffer generation for exhibit creation and / or property selection
11. Measure – Measurement of distances and areas in various units
12. Markups – Draw shapes and text assigning color and labels
    a. Stored by user and offering context-sensitive functions
13. Map Correction Reporting / Tracking – Aids users in logging map change requests
    a. Integrates with the Service Request Center (SRC) if implemented
14. Identify – Improved to allow more control over what is selected by default and the quality of formatting for display.
    a. Link to other documents (e.g. inspections) as made available
    b. Parcels – Link to county auditor’s website for up-to-date information
15. Location Tracking – System will locate user using GPS feed
16. Bookmarks – Save views for later review
17. Historical Aerial Photography – As layers are available, the GIS can be configured to show a slider between any two years of aerial photography
18. Web Services Layers – Configure access to layers for FEMA, NRCS, others as identified and available as WMS feature services
PROFESSIONAL SERVICES AGREEMENT
CITY OF PIQUA

This Service Agreement ("Agreement") is made and entered into and effective on this ____ day of _______ 2017, ("Effective Date") by and between the City of Piqua, Ohio ("City") an Ohio Municipal Corporation, and Evans, Mechwart, Hambleton & Tilton, Inc., an Ohio Corporation, (EMH&T) ("Service Provider") with an office and principal place of business located at 5500 New Albany Road, Columbus, Ohio 43054.

WHEREAS, City desires to engage Service Provider to perform the services as more fully described in the attached Exhibit A (the "Services"); and

WHEREAS, Service Provider desires to perform the Services and desires to be so engaged.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements herein contained, the parties, intending to be legally bound, agree as follows:

1. **Performance of Services**

   A. Service Provider Shall:

      1. Complete, sign and return the Ohio Public Employees Retirement System ("OPERS") Independent Contractor Acknowledgement form.

      2. Perform the services as set forth in Exhibit A.

      3. Perform services in a manner consistent with the degree of care and professional skill ordinarily exercised by members of the same profession practicing in the same or similar locality under the same or similar circumstance.

      4. Appoint a Contract Representative who shall have the authority to act on behalf of the Service Provider to facilitate the Scope of Services and any modifications thereof in the best interest of the City.

      5. Be considered an independent contractor and shall maintain complete control of and be liable for the acts of their employees, subcontractors, and agents. The Service Provider shall be solely and independently responsible for the means and methods used to carry out the respective Scope of Services and for the safety of their employees. The Service Provider nor any of its officers, employees, or agents shall be considered employees or agents of the City under any circumstance.

      6. Acknowledge it is not eligible for fringe benefits and health insurance coverage. The Service Provider shall be solely responsible for compliance with all federal, state, and local laws concerning the withholding, estimation, and payment of taxes in connection with any and all income or benefits earned under this agreement.
2. **Rights and Obligations**

A. The City Shall:

1. Assist the Service Provider by placing at its disposal all available information pertinent to the Services for the project.

2. Use its best effort to secure release of other data applicable to the project held by others, if applicable.

3. Make all necessary provisions to allow Service Provider to enter upon public and private property required to perform the Services.

4. Give prompt notice to the Service Provider should the City observe or otherwise become aware of any fault or deficit in the project or any nonconformance with this Agreement.

5. Acknowledge that Service Provider's services under this Agreement do not include any participation as an expert witness. Should such services be required, a Professional Service Agreement Addendum may be negotiated between City and Service Provider, describing the services desired and providing a basis for compensation to Service Provider.

6. Acknowledge that Service Provider cannot and does not represent or warrant that opinions or estimates of probable construction or operating costs provided by Service Provider will not vary from actual costs incurred by City.

B. The Service Provider Shall:

1. Indemnify and hold harmless the City, its employees and disclosed representatives, from any liability for claims, damages, losses and expenses, including reasonable attorneys' fees to the extent resulting from the negligent performance of the contract, or any negligent act or omission, by Service Provider, its employees, subconsultants or assigns. The Service Provider shall not be liable for any claims, damages, losses, and expenses arising from the City's negligence or willful acts.

2. Represent and certify that it is properly licensed and that it has obtained the appropriate permits and/or business licenses. Upon reasonable request, Service Provider shall sign and seal applicable instruments of professional service as evidence that it has been prepared in accordance with the appropriate regulations and/or statutes under the direction of an appropriately licensed professional, including, but not limited to, Professional Engineers and Professional Surveyors.

3. Observe and comply with federal, state, and local laws, ordinances, orders, and decrees applicable to the Scope of Services.

4. Give prompt notice to the City should the Service Provider observe or otherwise become aware of any fault or deficit in the project or any nonconformance with this Agreement.
5. Acknowledge that the individuals employed by the Service Provider to fulfill the Scope of Services are authorized to work in the United States. The Service Provider will upon demand provide the City with appropriate documentation (Form I-9) for any Service Provider employee performing services for the City.

6. Agree to indemnify the City for any issue arising out of the Service Provider's hiring or retention of any individual who is not authorized to work in the United States.

7. Warrant that he has not employed or retained any company or person other than a bona fide employee working solely for the Service Provider to solicit or secure this Agreement, and that the Service Provider has not paid or has not agreed to pay any fee, commission, percentage, brokerage fee, or other consideration contingent upon or resulting from the awarding or making of this Agreement. The Service Provider warrants that he is not prohibited from contracting with the City by any provision of the Ohio Revised Code relating to conflicts of interest, illegal interest in government contracts, or any other ethical prohibition. For breach or violation of this warranty, the City shall have the right to annul this Agreement with no further obligation or penalty.

3. Insurance

A. Service Provider shall procure and maintain insurance coverage at its own costs, with limits at or above the greater of those described below. Certificates of insurance and endorsements evidencing the required insurance shall be provided by Service Provider to the City at the time of execution of this Agreement. Certificates shall provide for written notice of cancellation of material changes of coverage in accordance with the terms of the policy. As policies are renewed during the term of this agreement, Service Provider shall provide updated certificates evidencing the required insurance.

B. Service Provider shall maintain the following minimum insurance coverages and limits when performing any Services for the City under this Agreement.

1. Workers Compensation
   a. As required by Ohio Workers' Compensation laws, and any other applicable workers' compensation or disability laws.

2. Employers Liability
   a. Minimum Limit:
      i. $1,000,000 each accident
      ii. $1,000,000 disease-each employee
      iii. $1,000,000 disease-policy limit

3. Commercial General
   a. Minimum Limit:
      i. $2,000,000 aggregate on a per-project basis
      ii. $2,000,000 products/completed operations aggregate
      iii. $1,000,000 per occurrence – bodily injury
      iv. $1,000,000 per occurrence – property damage
      v. $1,000,000 per person or organization (personal and advertising injury)
4. Auto Liability
   a. Minimum Limit: $1,000,000 combined single limit

5. Pollution Liability (If Applicable)
   a. Required if work involves hazardous substances
   b. Minimum Limit: $2,000,000

6. Umbrella Liability
   a. Minimum Limit: $2,000,000 per occurrence and in the aggregate
   b. Coverage is in excess of 2, 3, and 4 above

7. Professional Liability
   a. Minimum Limit:
      i. $1,000,000 per claim
      ii. $2,000,000 in the aggregate

C. All insurance coverage required hereunder shall be kept in full force and effect for the term of this Agreement. Professional liability insurance shall be maintained for an additional, uninterrupted period for one (1) year, after completion of the Services.

D. Service Provider hereby grants to the City a waiver of any right to subrogation which any insurer of Service Provider may acquire against the City by virtue of the payment of any loss under such insurance. Service Provider agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

4. Invoices and Procedure for Payment

A. The Service Provider shall provide professional services in accordance with the Scope of Services and the proposal dated August 23, 2017, which is attached hereto as Exhibit "A" and incorporated herein as if fully rewritten.

B. In consideration for providing the Scope of Services (Exhibit "A") to the City, the Service Provider shall be compensated on an hourly basis including direct non-salary expenses not to exceed $729,000 without further authorization by the City. Funding of this total amount will be allocated to facilitate a five (5) year implementation schedule as noted below:

   Phase 1 (year 1) = $180,000
   Phase 2 (year 2) = $180,000
   Phase 3 (year 3) = $180,000
   Phase 4 (year 4) = $169,000
   Phase 5 (year 5) = $20,000

C. The Service Provider shall invoice the City on a monthly basis for work performed and provide appropriate documentation to indicate the hours of work completed and direct charges made. All invoices shall include the Contract Number and/or Purchase Order Number.

D. Invoices shall be submitted not more frequently than monthly by Service Provider and shall be due and payable within thirty (30) days of the date of the invoice. Any invoices not paid by City within sixty (60) days of receipt shall bear interest from the date due until the date paid at an interest rate of ten percent (10%) per annum.
E. This Agreement shall be subject to immediate termination by the City, if funds are not appropriated for any fiscal period during the term of this contract, or when the City has exhausted all funds legally available for all payments due under this Agreement.

5. **Lower-Tier Subconsultants.** The Service Provider shall not hire or retain any lower-tier subconsultants to perform work under this Agreement without the written consent of the City, of which consent shall not be unreasonably withheld. Any lower-tier subconsultant shall procure and maintain insurance coverage pursuant to Section 3 of this Agreement. The City and the Service Provider shall be covered as additional insureds on the insurance policies procured by the lower-tier consultant and the Service Provider shall verify such coverage prior to retaining the lower-tier consultant.

6. **Termination, Delay or Suspension.** In the event the Project Services Agreement is terminated, cancelled or abandoned by the City, City may terminate this Agreement upon thirty (30) days written notice to Service Provider. Upon such termination, City shall pay Service Provider for the services provided up to the date of such termination together with all reimbursable expenses incurred up to the date of such termination. The City may delay or suspend Service Provider’s performance of the Services upon thirty (30) days written notice to Service Provider. If the delay or suspension extends more than ninety (90) days, the Service Provider has the right to either terminate this Agreement or receive an equitable adjustment in both compensation and schedule.

7. **Default.** If Service Provider or City default in their obligations under this Agreement, and such default continues for more than ten (10) days after written notice (with respect to defaults relating to the payment of money) or thirty (30) days after written notice (with respect to all other defaults), the non-defaulting party shall have all remedies available at law or in equity, including, without limitation, termination of this Agreement.

8. **Confidential Information.** Confidential information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies as either confidential or proprietary; (ii) the transmitting party take steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the project services. Notwithstanding the foregoing, the City is subject to the Ohio Public Records Law and the information must be considered confidential under the Ohio law prior to the City agreeing that any information is proprietary or confidential. Further, should the City disclose information the Service Provider considers confidential but was disclosed pursuant to state or federal law or a court order, the City shall not be held negligent.

9. **Work Product.** All drawings, specifications and other documents and electronic data furnished by Service Provider under this agreement ("Work Product") are deemed to be instruments of service and Service Provider shall retain ownership and property interests therein provided, however, that Service Provider hereby grants the City a limited license to use the Work Product in connection with the services provided. All Documents shall be turned over to the City in final form upon completion of the Project as all work product documents are subject to the Ohio Public Records Law and all retention law. No additional or separate compensation shall be paid to the
Service Provider for the documents since the Service Provider was compensated for the work product as a result of this Agreement.

10. Assignment and Third Party Beneficiaries. Neither Party shall assign, sublet, or transfer any right under or interest in this Agreement (including, without limitation, funds that may become due or funds that are due) without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this Agreement. This Agreement gives no rights or benefits to anyone other than the City and Service Provider, and has no third-party beneficiaries.

11. Force Majeure. Neither Party to this Agreement shall be liable to the other Party for delays in performance, or for the direct or indirect costs resulting from such delays, that may result from acts of God, acts of governmental authorities acting under emergency powers, extraordinary weather conditions or other natural catastrophes, strikes, or other cause beyond the reasonable control or contemplation of either Party. Each Party shall take reasonable steps to mitigate the impact of a force majeure. Following a qualifying event and upon request by the Service Provider, the City shall adjust the Service Provider’s schedule and compensation.

12. Notice and Waiver. Unless otherwise agreed to by the Parties, any required or permitted notice shall be in writing and shall be delivered either personally or by deposit in the United States mail, registered or certified mail postage prepaid, addressed to the Party at the address specified for such Party below its signature to this Agreement, which address(es) may be changed only by written notice given in accordance with this paragraph. If notice is given by mail, it shall be deemed to be effective when received.

13. Nondiscrimination and Affirmative Action. The Service Provider agrees to perform in accordance with all non-discrimination and affirmative action laws and regulations applicable to the City. In addition to the foregoing, in connection with its performance under this Agreement, the Service Provider shall not discriminate against any employee or applicant for employment because of race, color, religion, age, gender, sexual orientation, national origin, ancestry, physical or mental disability, or because he or she is a disabled veteran or veteran of the Vietnam era. The Service Provider shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, gender, sexual orientation, national origin, ancestry, physical or mental disability, or because he or she is a disabled veteran or veteran of the Vietnam era. Such actions shall include recruiting and hiring, selection for training or promotion, establishment of pay rates or other compensation, benefits, transfers, layoff or termination.

14. Jurisdiction and Dispute Resolution. The validity, performance, and interpretation of this Agreement shall be according to the laws of the State of Ohio. In the event of a dispute or alleged breach, both Parties agree to work together in good faith to mutually resolve the dispute or alleged breach. If the Parties fail to reach a mutual resolution, all disputes, matters or claims between the Parties shall be decided through litigation in a court of competent jurisdiction.
15. **Severability and Survival.** If any of the provisions contained in this Agreement are held invalid, illegal, or unenforceable by a court of competent jurisdiction, the enforceability of the other remaining provisions shall not be impaired. This Agreement is binding on the Parties, as well as their employees, agents, successors and assigns.

16. **Headings and Counterparts.** The headings in this Agreement are solely for convenience of reference and shall not affect their interpretation. The Agreement may be executed in counterparts, each of which shall be deemed an original but which, together, shall constitute one and the same instrument.

17. **Authorization.** Each signatory to this Agreement represents that he or she has authority to sign this Agreement on behalf of, and to bind, the Party above his or her name, whether as a principal, owner, employee or other duly authorized agent for such Party.

18. ** Entirety.** All documents listed or referred to in this Agreement are incorporated by reference in their entirety and are as fully a part of the Agreement as if written herein. This Agreement constitutes the entire agreement between the City and Service Provider and supersedes all prior or contemporaneous written or oral understandings. This Agreement may only be amended, supplemented, or modified by a written amendment duly executed by both Parties.

19. **Time Schedule.** The term of this Agreement shall begin on the date of execution by the City of Piqua and shall be completed by December 31, 2022, unless extended by the City of Piqua. Engineer shall maintain a sufficient force of personnel and resources to execute and complete the services in accordance with the schedules given herein.

IN WITNESS WHEREOF, the parties hereto have executed this Professional Services Agreement. The effective date of this Agreement shall be the last date whereby the parties listed below have executed this Agreement. Such date shall be recorded in the first paragraph (page one) of this Agreement.

---

**City of Piqua**

<table>
<thead>
<tr>
<th>Authorized Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Printed Name</td>
<td></td>
</tr>
<tr>
<td>Title</td>
<td></td>
</tr>
<tr>
<td>City of Piqua’s address for giving notices:</td>
<td></td>
</tr>
</tbody>
</table>

**Evans, Mechwart, Hambleton & Tilton, Inc. (dba EMH&T, Inc.)**

<table>
<thead>
<tr>
<th>Federal Tax ID: 31-0685954</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Authorized Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Printed Name</td>
<td></td>
</tr>
<tr>
<td>Title</td>
<td></td>
</tr>
<tr>
<td>EMH&amp;T’s address for giving notices:</td>
<td></td>
</tr>
</tbody>
</table>

5500 New Albany Road
Columbus, OH 43054

City of Piqua 8.16.17
RESOLUTION NO. R-134-17

A RESOLUTION AUTHORIZING THE PURCHASE OF 201 SPRING STREET,
PARCEL NO. N44-000550

WHEREAS, Parcel No. N44-000550, 401 E. Ash St., Piqua, Miami County, Ohio, is the
site composing approximately 0.233 acres known as Bayman's Auto Sales; and

WHEREAS, the property owners have agreed to the sale to the City of Piqua of the
property by General Warranty Deed for $250,000.00; and

WHEREAS, 201 Spring Street is identified as a redevelopment opportunity by the
Riverfront Redevelopment Plan and the Piqua Placemaking Initiative and the acquisition of
the property serves the needs of the City of Piqua.

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

SEC. 1: The City Manager is hereby authorized to purchase Parcel No. N44-000550 for an
amount not to exceed $250,000.00 substantially in accordance with the attached Purchase
Agreement.

SEC. 2: The Finance Director certifies and warrants that the funds are available in the
amount of $250,000.00.

SEC. 3: The purchase of the property is contingent upon the contingencies in the
attached Purchase Agreement being satisfied.

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

KATHRYN B. HINDS, MAYOR

PASSED:

ATTEST:

REBECCA J. COOL
CITY COMMISSION CLERK

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

Mayor Kathryn B. Hinds
Commissioner John Martin
Commissioner William Vogt
Commissioner Joseph Wilson
Commissioner Judy Terry
<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>October 17, 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A RESOLUTION REQUESTING AUTHORIZATION TO PURCHASE THE PROPERTY LOCATED AT 201 SPRING STREET</td>
</tr>
<tr>
<td>SUBMITTED BY</td>
<td>Justin Sommer, Assistant City Manager</td>
</tr>
<tr>
<td>Development Department</td>
<td></td>
</tr>
<tr>
<td>AGENDA CLASSIFICATION</td>
<td>☑ Resolution</td>
</tr>
<tr>
<td>☐ Consent</td>
<td>☐ Ordinance</td>
</tr>
<tr>
<td>☐ Regular</td>
<td></td>
</tr>
<tr>
<td>APPROVALS/REVIEWS</td>
<td>☑ City Manager</td>
</tr>
<tr>
<td>☑ Asst. City Manager/Development</td>
<td>☑ Asst. City Manager/Finance</td>
</tr>
<tr>
<td>☑ Law Director</td>
<td></td>
</tr>
<tr>
<td>☐ City Planner</td>
<td>☐ Planning Commission</td>
</tr>
<tr>
<td>BACKGROUND</td>
<td>The subject property has been identified by the Riverfront Redevelopment Plan and Piqua Placemaking Initiative as a key parcel in regards to the redevelopment envisioned for this area. To effectively engage development interest in the project anticipated it is essential that a development entity, control the property. GPN, PIC, and other agencies and members of the community have expressed support for moving forward with this acquisition to advance the redevelopment goal for this property. Negotiations with the property owners have produced terms and conditions acceptable to both parties and resulted in a purchase agreement.</td>
</tr>
<tr>
<td>BUDGET/FINANCIAL IMPACT</td>
<td>Budgeted $: 0</td>
</tr>
<tr>
<td>Expenditure $: 250,000</td>
<td></td>
</tr>
<tr>
<td>Source of Funds: General Fund</td>
<td></td>
</tr>
<tr>
<td>Narrative:</td>
<td></td>
</tr>
<tr>
<td>OPTIONS</td>
<td>1. Adopt the resolution to authorize the acquisition.</td>
</tr>
<tr>
<td>2. Defeat the resolution and deny the acquisition.</td>
<td></td>
</tr>
<tr>
<td>PROJECT TIMELINE</td>
<td>October 17, 2017 – authorize purchase</td>
</tr>
<tr>
<td>November 2017 – execute purchase agreement</td>
<td></td>
</tr>
<tr>
<td>STAFF RECOMMENDATION</td>
<td>Approve the proposed resolution.</td>
</tr>
<tr>
<td>ATTACHMENTS</td>
<td>1. Resolution, purchase agreement, map</td>
</tr>
</tbody>
</table>
PURCHASE AGREEMENT BETWEEN ANTHONY BAYMAN, JULIE HARKER 
AND THE CITY OF PIQUA

This Agreement is hereby entered into this _____ day of October, 2017 between Anthony Bayman and Julie Harker, ("Seller") and the City of Piqua, Miami County, Ohio, an Ohio corporation ("Purchaser") for the sale of the property described in the attached legal description (Ex. A) and identified as Parcel No. N44-000550, known as 201 Spring Street, Piqua, Miami County, Ohio 45356.

WHEREAS, the City of Piqua Board of Commissioners, on October 17, 2017, authorized the purchase of Parcel No. N44-000550, known as 201 Spring Street, Piqua, Miami County, Ohio 45356, from Anthony Bayman and Julie Harker; and

WHEREAS, the purchase of the property is to facilitate the development of Great Miami Riverfront in accordance with the Downtown Riverfront Redevelopment Plan.

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

I. DESCRIPTION OF PROPERTY

Anthony Bayman and Julie Harker own approximately 0.233 acres at 201 Spring Street, Piqua, Ohio. It is identified as Parcel No. N44-000550. It currently contains a property commonly known as the Bayman’s Auto Sales.

The said real estate being transferred shall include the land, all appurtenant rights, privileges and easements together with all buildings and fixtures in their present condition. The City of Piqua agrees to accept the property “as is” contingent upon the Phase I Environmental Assessment as further defined herein. Since the City of Piqua is accepting the property for the purposes of residential redevelopment in accordance with the Downtown Riverfront Redevelopment Plan, it will perform a Phase I environmental study at its expense prior to any transfer of title.

II. CONVEYANCE

The City of Piqua shall purchase the property in the amount of Two Hundred Fifty Thousand and 00/100 Dollars ($250,000.00). The City of Piqua shall record the deed and complete any necessary paperwork for the transfer.

The purchase of the property is conditioned upon a Phase I environmental study of the property being completed and the City of Piqua accepting the results of the Phase I Assessment. The City of Piqua may reject the results for any reason and the City of Piqua is without authority to proceed with this Agreement should the results not be accepted.

III. UTILITIES
Sellers shall pay through the date of possession, all incurred utility charges and any water, sewer or other charges that are or may become a lien.

V. CLOSING AND POSSESSION

The closing will be at a time and place mutually agreeable to the parties with said date being contingent upon the Phase I Environmental Assessment being completed and said results of the study being accepted by the City of Piqua. Once the results of the Environmental Assessment have been accepted, closing shall occur with sixty calendar days. Sellers shall transfer possession of the premises to the City of Piqua at closing by a General Warranty Deed with any and all liens being released.

Should the City of Piqua not accept the results of the Phase I Environmental Study for any reason, this Agreement shall immediately terminate upon notice to Sellers.

IV. ENTIRE AGREEMENT

This offer, upon acceptance, constitutes the entire agreement between the parties. Any amendment hereto must be agreed upon by both parties and confirmed in writing.

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

_________________________  _________________________
Anthony Bayman, Owner         Julie Harker, Owner

Sworn to and subscribed before me a Notary Public in and for Miami County, State of Ohio this ___ day of October, 2017,

_________________________
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 October, 2017, that Gary A. Huff, City Manager for the City of Piqua, did come before me and execute this Purchase Agreement for 201 Spring Street, Piqua, Ohio.

_________________________
Notary Public