REGULAR PIQUA CITY COMMISSION MEETING
TUESDAY, JANUARY 16, 2018
6:00 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

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 January 2, 2018 Regular City Commission Meeting

2. RES. NO. R-5-18
   A Resolution reappointing a member to the Piqua Energy Board

3. RES. NO. R-6-18
   A Resolution reappointing a member to the Piqua Energy Board

4. RES. NO. R-7-18
   A Resolution reappointing a member to the Miami County Council

5. RES. NO. R-8-18
   A Resolution appointing a member to the Tree Committee

6. RES. NO. R-9-18
   A Resolution appointing a member to the Governing Board of the Piqua Improvement Corporation

7. RES. NO. R-10-18
   A Resolution appointing Dave Short to the Grow Piqua Now Board

8. RES. NO. R-11-18
   A Resolution reappointing Kathryn B. Hinds to the Grow Piqua Now Board

9. RES. NO. R-12-18
   A Resolution reappointing a member to the Miami Valley Regional Planning Commission
10. RES. NO. R-13-18
   A Resolution reappointing an alternate member to the Miami Valley Regional Planning Commission

11. RES. NO. R-14-18
   A Resolution reappointing an alternate member to the Miami Valley Regional Planning Commission

OLD BUSINESS

12. ORD. NO. 1-18 (2nd Reading)
   An Emergency Ordinance amending Chapter 50 of the Piqua Code, relating to garbage and refuse

NEW BUSINESS

13. ORD. NO. 2-18 (1st Reading)
   An Emergency Ordinance amending Chapter 50 of the Piqua Code, relating to garbage and refuse

14. RES. NO. R-15-18
   A Resolution retaining the services of SSOE Group to provide Professional Consulting and Engineering Services for the Power System

15. RES. NO. R-16-18
   A Resolution retaining the services of Northwestern Ohio Security Systems, Inc. to provide Security Systems for the Power System

16. RES. NO. R-17-18
   A Resolution requesting authorization to enter into an agreement with O.R. Colan Associates for right-of-way acquisition services being part of the Wastewater Pump Stations replacement & elimination project

17. RES. NO. R-18-18
   A Resolution authorizing the City Manager to enter into a Memorandum of Understanding Agreement to permit the usage of the former Water Treatment Plant with Bowling Green State University, State Fire School

18. RES. NO. R-19-18
   A Resolution authorizing the amendment to Zoning Map to change the zoning designation of a part of Parcel N44-250084 from OS (Open Space) to I-1 (Light Industrial)

19. RES. NO. R-20-18
   A Resolution authorizing an amendment to zoning map to change the zoning designation of a tract of land located on Wood Street to R-3 (Multi-Family Residential)

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, January 2, 2018
7:30 P.M.

Piqua City Commission met at 7:30 P.M. in the Municipal Government Complex Commission Chambers located at 201 W. Water Street. Mayor Hinds called the meeting to order. Also present were Commissioners Martin and Vogt. Absent None.

OATH OF OFFICE
Third Ward Commissioner – Kristopher Lee

OATH OF OFFICE
Fourth Ward Commissioner – David Short

Law Director Stacy Wall administered the Oath of Office to Kristopher Lee and David Short.

ELECTION OF MAYOR


Moved by Commissioner Martin, seconded by Commissioner Short to close nominations for Mayor. Voice vote, Aye: Short, Martin, Lee, Vogt, and Hinds. Nay, None.

Commissioner Lee, seconded by Commissioner Short moved to accept the nomination of Kazy Hinds as Mayor. Roll call, Aye: Lee, Short, Vogt, Martin, and Hinds. Nay, None. Motion carried unanimously. Fifth Ward Commissioner Hinds was nominated as Mayor.

ELECTION OF VICE MAYOR


Mayor Hinds nominated Commissioner William Vogt as Vice Mayor.

Commissioner Lee nominated John Martin as Vice Mayor.

Moved by Commissioner Short, seconded by Commissioner Martin, to close nominations for Vice Mayor. Voice vote, Aye: Short, Martin, Lee, Vogt, and Hinds. Nay, None.

Moved by Mayor Hinds, seconded by Commissioner Martin to appoint Commissioner William Vogt as Vice Mayor. Roll call, Aye: Hinds, Vogt, Short. Nay, Lee and Martin. Motion carried on a 3-2 vote. Commissioner Vote was appointed as Vice Mayor.

OATH OF OFFICE MAYOR - KATHRYN B. HINDS

OATH OF OFFICE VICE-MAYOR - WILLIAM VOGT

Law Director Stacy Wall administered the Oath of Office of Mayor and Vice Mayor to Kathryn B. Hinds and William Vogt.
JOINT MEETING WITH WASHINGTON TOWNSHIP TRUSTEES & PIQUA CITY COMMISSION

Roll call: Mayor Hinds, Commissioner Martin, Commissioner Vogt, Commissioner Lee, Commissioner Short, Trustee McMaken, Trustee Hiegel, Trustee Hartley.

CONSENT AGENDA

Approval of the minutes from the January 3, 2017 Joint Meeting of the Washington Township Trustees and the Piqua City Commission

RES. NO. 1-18
A Resolution reappointing a member to the Board of Trustees of Forest Hill Union Cemetery.

City Manager Huff read the Resolution appointing Mayor Hinds to the Board of Trustees of the Forest Hill Union Cemetery.

Moved by Commissioner Martin, seconded by Commissioner Vogt, to adopt the Consent Agenda. Roll call, Aye; Hinds, Vogt, Martin, Short, Lee Hartley, McMaken, and Hiegel. Nay, None. Motion carried unanimously.

Moved by Commissioner Martin, seconded by Commissioner Lee to adjourn from the Joint Meeting. Voice vote, Aye; McMaken, Hartley, Hiegel, Vogt, Martin, Short, Lee; Hinds. Nay: None. Motion carried unanimously. Joint Meeting adjourned at 7:45 P.M.

REGULAR CITY COMMISSION MEETING

CONSENT AGENDA

APPROVAL OF MINUTES

Approval of the Minutes from the December 19, 2017 Regular City Commission Meeting.

RES. No. R-2-18
A Resolution authorizing the City Purchasing Analyst to advertise for bids to make certain purchases during the 2018 year

RES. NO. 3-18
A Moral Obligation to pay Brumbaugh Construction, Inc. for emergency services performed for the repairs to the bike path at Upper Fountain Park

RES. No. 4-18
A Resolution establishing the time of City of Piqua Regular Commission Meetings

Moved by Commissioner Martin to move Resolution No. R-2-18 into New Business for discussion.

Moved by Commissioner Martin, seconded by Commissioner Vogt to approve the Consent Agenda with the exception of Res. No. R-2-18 at this time. Voice vote, Aye: Martin, Short, Lee, Vogt, and Hinds. Nay, None. Consent Agenda was unanimously approved.

NEW BUSINESS

RES. NO. R-2-18 [Moved From Consent Agenda For Discussion]
A Resolution authorizing the City Purchasing Analyst to advertise for bids to make certain purchases during the 2018 year
Commissioner Martin asked several questions regarding information on vehicle bids being released with the same specifications? Are vehicle bids being sent out differently with State Contracts?

City Manager Huff explained how the bids are released and what items are on the bids including the State Contract bids.

Public Comment

No one came forward to speak for or against Resolution No. R-2-18.


ORD. NO. 1-18 (1ST Reading)

An Emergency Ordinance amending Chapter 50 of the Piqua Code, relating to garbage and refuse

City Manager Huff stated this new ordinance reflects the changes discussed in reference to the previously tabled ordinance regarding garbage and refuse collection. The standard would be for the city to issue only one 96 gallon container unless the resident requested an additional one.

Commissioners discussed the use of a second trash bin without any additional fee, along with the various sizes they considering. Commissioner Martin stated he thought allowing residents that request a second container be allowed to receive one at no cost. The new containers include a 96 gallon, and a 64 gallon. Commissioner Vogt noted that if residents recycled more than their refuse would go down and they would not need more than one bin for refuse. Commissioner Lee stated he conducted an informal poll and most of the residents stated they would like just one 96 gallon container. Commissioner Short stated he feels that residents will see that the 96 gallon refuse container and the 64 gallon recycling container should take care of most all of their needs. Commissioner Martin also suggested lowering the proposed commercial rate for recycling.

Mayor Hinds stated now there are a lot of refuse can blowing around her neighborhood and the larger heavier trash cans should not be blowing in the streets.

Public Comment

Russ Fashner, Forest Avenue, came forward and voiced his concern over not having a weight limit on the refuse containers in order to protect the refuse workers from injuries.

After a lengthy discussion commissioners gave Ordinance No.1-18 a first reading at this time.

PUBLIC COMMENT

No one came forward to speak at this time.

City Manager Report

City Manager Huff stated he did not have anything at this time.

COMMISSIONERS' COMMENT

Commissioner Vogt welcomed Commissioner Lee and Commissioner Short, stating "I am sure we will all make a good team."

Commissioner Martin also welcomed Commissioner Lee and Commissioner Short, and congratulated Kazy Hinds and Bill Vogt on being named Mayor and Vice Mayor.
Commissioner Lee wished everyone a Happy New Year, stated he is looking forward to working with everyone. Commissioner Lee reminded residents to be cautious around the school bus stops, and to bundle up their children. Commissioner Lee also asked for prayers for Edna Stiefel and her family during this difficult time. Commissioner Lee also congratulated the Piqua Boys Basketball Team.

Commissioner Short also stated he is looking forward to working with the commission and thanked all of the residents that supported and voted for him. Commissioner Short congratulated Judge Elizabeth Gutman on her retirement last week.

Mayor Hinds mentioned the cold weather stating children need to be bundled up, and to check on your elderly neighbors make sure they have what they need. As a reminder about your pets, if you are cold so are they, please check on them during this unusually cold weather.

Mayor Hinds stated her New Year’s letter to the citizens should be in the newspaper on Wednesday. The Mayors of Troy and Covington have also written letters. A lot of great things happened in 2017, and she is looking forward to more great things in 2018.

Motion made by Commissioner Vogt to adjourn from the Regular Commission Meeting at 8:08 P.M. seconded by Commissioner Martin, motion was carried unanimously.

KATHRYN B. HINDS, MAYOR

PASSED: ______________________

ATTEST: ______________________
  REBECCA J. COOL
  CLERK OF COMMISSION
RESOLUTION NO. R-5-18

A RESOLUTION REAPPOINTHING A MEMBER
TO THE PIQUA ENERGY BOARD

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

SEC. 1: William Vogt is hereby reappointed as a member of the Piqua Energy Board for a term of two (2) years to expire on December 31, 2019 or until his successor is confirmed and qualified;

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

KATHRYN B. HINDS, MAYOR

PASSED: __________________________

ATTEST: __________________________
REBECCA J. COOL
CLERK OF COMMISSION

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

Mayor Kathryn B. Hinds __________________________

Commissioner John Martin __________________________

Commissioner William Vogt __________________________

Commissioner Kris Lee __________________________

Commissioner Dave Short __________________________
RESOLUTION NO. R-6-18

A RESOLUTION REAPPOINTING A MEMBER
TO THE PIQUA ENERGY BOARD

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

SEC. 1: John Martin is hereby reappointed as a member of the Piqua Energy Board for a term of two (2) years to expire on December 31, 2019 or until his successor is confirmed and qualified;

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

__________________________________________
KATHRYN B. HINDS, MAYOR

PASSED: ________________________________

ATTEST: ________________________________
REBECCA J. COOL
CLERK OF COMMISSION

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

Mayor Kathryn B. Hinds ____________________________
Commissioner John Martin ____________________________
Commissioner William Vogt ____________________________
Commissioner Kris Lee ____________________________
Commissioner Dave Short ____________________________
RESOLUTION NO. R-7-18

A RESOLUTION REAPPOINTING A MEMBER TO THE
MIAMI COUNTY COUNCIL

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

SEC. 1: Commissioner John Martin is hereby appointed as a member of the Miami County Council for a term of two (2) years to expire on December 31, 2019, or until his successor is confirmed and qualified;

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

KATHRYN B. HINDS, MAYOR

PASSED: ______________________

ATTEST: ______________________
REBECCA J. COOL
CLERK OF COMMISSION

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

Mayor Kathryn B. Hinds ______________________
Commissioner John Martin ______________________
Commissioner William Vogt ______________________
Commissioner Kris Lee ______________________
Commissioner Dave Short ______________________
RESOLUTION NO. R-8-18

A RESOLUTION APPOINTING A MEMBER
TO THE TREE COMMITTEE

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: Kris Lee is hereby appointed as a member of the Tree
Committee to fill the unexpired term of Judy Terry as Commissioner Representative,
which term expires on March 1, 2020 or until his successor is confirmed and
qualified;

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

________________________________
KATHRYN B. HINDS, MAYOR

PASSED: _________________________

ATTEST: _________________________
REBECCA J. COOL
CLERK OF COMMISSION

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

Mayor Kathryn B. Hinds _______________________
Commissioner John Martin _____________________
Commissioner William Vogt _____________________
Commissioner Kris Lee _________________________
Commissioner Dave Short ______________________
RESOLUTION NO. R-9-18

A RESOLUTION APPOINTING A MEMBER TO
THE GOVERNING BOARD OF THE PIQUA IMPROVEMENT
CORPORATION

WHEREAS, by Resolution No. C-6538, passed September 5, 1979, this
Commission nominated the elected or appointed officials of the City to sit on the
Governing Board of the Piqua Improvement Corporation; and

WHEREAS, a vacancy now exists on said Governing Board; 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: Kris Lee is hereby appointed as one of the City officials
authorized for appointment to the Governing Board of the Piqua Improvement
Corporation.

SEC. 2: This Resolution shall take effect and be in force from and 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 Kris Lee ________________________
Commissioner Dave Short _____________________
RESOLUTION NO. R-10-18

A RESOLUTION APPOINTING DAVE SHORT
TO THE GROW PIQUA NOW BOARD

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: Dave Short is hereby appointed to fill the unexpired term of
Judy Terry as a member of the Grow Piqua Now Board with a term to expire on
December 31, 2019 or until his successor is confirmed and qualified;

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

__________________________
KATHRYN B. HINDS, MAYOR

PASSED: ____________________

ATTEST: ____________________
REBECCA J. COOL
CLERK OF COMMISSION

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

Mayor Kathryn B. Hinds ____________________
Commissioner John Martin ____________________
Commissioner William Vogt ____________________
Commissioner Kris Lee ____________________
Commissioner Dave Short ____________________
RESOLUTION NO. R-11-18

A RESOLUTION REAPPOINTING KATHRYN B. HINDS TO
THE GROW PIQUA NOW BOARD

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: Kathryn B. Hinds is hereby reappointed as a member of the
Grow Piqua Now Board for a term of (3) years to expire on December 31, 2020, or
until her successor is confirmed and qualified;

SEC. 2: This Resolution shall take effect and be in force from and 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 Kris Lee __________________________
Commissioner Dave Short __________________________
RESOLUTION NO. R-12-18

A RESOLUTION REAPPOINTING A MEMBER TO THE
MIAMI VALLEY REGIONAL PLANNING COMMISSION

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: William Vogt is hereby reappointed as a member to the Miami Valley Regional Planning Commission for a one-year term to expire March 1, 2019 or until his successor is confirmed and qualified.

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

________________________________________
KATHRYN B. HINDS, MAYOR

PASSED: ________________________________

ATTEST: ________________________________
REBECCA J. COOL
CLERK OF COMMISSION

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

Mayor Kathryn B. Hinds ____________________________
Commissioner John Martin ____________________________
Commissioner William Vogt ____________________________
Commissioner Kris Lee ____________________________
Commissioner Dave Short ____________________________
RESOLUTION NO. R-13-18

A RESOLUTION REAPPOINTING AN ALTERNATE MEMBER TO THE MIAMI VALLEY REGIONAL PLANNING COMMISSION

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: Justin Sommer is hereby reappointed as an alternate member to the Miami Valley Regional Planning Commission for a one-year term to expire March 1, 2019 or until his successor is confirmed and qualified.

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

____________________
KATHRYN B. HINDS, MAYOR

PASSED: __________________

ATTEST: __________________
REBECCA J. COOL
CLERK OF COMMISSION

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

Mayor Kathryn B. Hinds ____________________
Commissioner John Martin ____________________
Commissioner William Vogt ____________________
Commissioner Kris Lee ____________________
Commissioner Dave Short ____________________
RESOLUTION NO. R-14-18

A RESOLUTION REAPPOINTING AN ALTERNATE MEMBER TO
THE MIAMI VALLEY REGIONAL PLANNING COMMISSION

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: Christopher Schmiesing is hereby reappointed as an alternate member to the Miami Valley Regional Planning Commission for a one-year term to expire March 1, 2019 or until his successor is confirmed and qualified.

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

KATHRYN B. HINDS, MAYOR

PASSED: ____________________________

ATTEST: ____________________________
REBECCA J. COOL
CLERK OF COMMISSION

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

Mayor Kathryn B. Hinds ____________________________
Commissioner John Martin ____________________________
Commissioner William Vogt ____________________________
Commissioner Kris Lee ____________________________
Commissioner Dave Short ____________________________
ORDINANCE NO. 1-18

AN EMERGENCY ORDINANCE AMENDING CHAPTER 50 OF THE PIQUA CODE,
RELATING TO GARBAGE AND REFUSE

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

SEC. 1: Chapter 50 of the Piqua Code is hereby amended to read as follows (with
deletions lined out and additions underlined):

GARBAGE AND REFUSE

§ 50.01 DEFINITIONS.

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

APPROVED CONTAINERS. Shall include the following:

(1) Containers provided by customers that are constructed of metal or heavy gauge plastic,
with two handles, and in such a manner as to be strong, easily lifted, not easily corrodbile,
rodent-proof, shall have a capacity not to exceed 32 gallons, have a tight fitting lid, and
meet the satisfaction of the Sanitation Department.

(2) Containers provided by the City of Piqua Sanitation Department.

BOARD. The Board of County Commissioners of Miami County, Ohio, consisting of three
members chosen as provided in R.C. Chapter 305.

BUILDING CONSTRUCTION WASTE. Discarded or unused materials used in the
construction of structures and other improvements to real property.

BULK ITEMS. Discarded appliances, furniture, and other household items that are too large
to fit inside a garbage container. Does not include building construction waste, items longer than
six feet in length, or items too heavy to be easily lifted by the collection crew.

COLLECTION. The process of picking up and transporting solid waste from the point of
disposition to the point of its ultimate disposal.

COMMERCIAL HAULERS. Any person, firm or corporation who, for profit, collects or
transports solid waste to disposal sites, and when not operating solely under a contract with the
city to transport solid waste (collected by the city) from the transfer station.

DISPOSAL SITE. Any area used by a customer for the disposal of garbage, refuse, or
recyclable materials.

DISTRICT. The Miami County Garbage and Refuse Disposal District No. 1 as that district is
described in the records of the Board of County Commissioners of Miami County, and in
§ 50.20, and as the district may be amended from time to time. The district is now comprised of all the unincorporated area of Miami County and the municipalities of Troy and Piqua, Ohio.

**GARBAGE.** Shall include the following:

1. Discarded animal and vegetable organic matter.

2. All putrescible wastes from public, private and residential structures.

3. Garbage does not include hazardous waste, recognizable industrial byproducts, non-combustibles, rubbish or building construction waste.

**HAZARDOUS WASTE.** The waste as defined in R.C. § 3734.01(J);

**INCINERATORS.** Structures built and containing furnaces, machinery and equipment for the destruction, by burning, of solid waste with maximum reduction of volume and a minimum of air pollution, other than for domestic or residential use.

**INDIVIDUAL HAULERS.** Persons, firms or corporations using vehicles either owned by them, rented or leased by them, either with drivers or for their use by themselves or by their employees on an occasional basis for the purpose of transporting solid waste produced by them to a point of disposal off their own premises.

**LANDFILLS.** Open areas of ground used for the disposal of solid waste fitting one of the following descriptions (but not including the transfer station).

1. **DUMP.** An open area of ground used for the disposal of solid waste by miscellaneous dumping.

2. **INCINERATOR LANDFILL.** An open area of ground used for the disposal of sterile ash from an incinerator and for the disposal of non-combustible waste, containing no putrescible material, which cannot be reduced in a volume by incineration.

3. **SANITARY LANDFILL.** An open area of ground used for the disposal of solid waste where material is deposited under controlled conditions.

**NON-COMBUSTIBLES.** Garbage or refuse which will not reduce to ash within 45 minutes at a temperature of 1,800 F. when properly mixed with oxygen from the air for the purpose of burning tree stumps and materials in the nature of earth, sand, bricks, stones, plaster, ashes and other substances which may accumulate as a result of building construction or demolition.

**PUBLIC HEALTH DEPARTMENT.** The public health department having jurisdiction in the geographical area appropriate to the rule under discussion.

**RECYCLABLE MATERIALS.** Materials as determined by the Health and Sanitation Director to be easily reused or repurposed, and be suitable for collection and separation from regular household solid waste to be diverted from the landfill.
REFUSE. Shall include the following.

(1) Discarded non-organic materials generated from commercial, industrial and/or residential sources within the city which are of a size and weight suitable for containment in receptacles designated for garbage and refuse.

(2) Refuse shall not include liquids or hazardous wastes, recognizable industrial by-products, non-combustibles or building construction waste.

SANITARY ENGINEER. The Sanitary Engineer of Miami County, appointed by the Board of County Commissioners of Miami County, Ohio, or its duly authorized or appointed assistants acting in its behalf or stead.

SOLID WASTE. Garbage and refuse other than liquids.

TRANSFER STATION. A site owned or leased by the city where solids waste is deposited by city personnel for pick-up and removed by a person, firm, or corporation under contract with the city.

('97 Code, § 55.01) (Ord. C-686, passed 1-2-51; Am. Ord. 40-68, passed 11-4-68; Am. Ord. 49-89, passed 8-7-89; Am. Ord. 1-15, passed 2-17-15)

§ 50.02 GARBAGE-SOLID WASTE AND RECYCLING RECEPTACLE REQUIRED.

(A) No owner, tenant, or lessee of any public or private premises shall permit to accumulate upon his or her premises any refuse solid waste or recyclable materials, except in covered approved containers, which shall be substantially constructed and in such manner so as to be easily lifted by the refuse collector.

('97 Code, § 55.02)

(B) The covered containers shall be constructed of metal or heavy gauge plastic, with two handles and in such a manner as to be strong, easily lifted, not easily corrode, rodent proof, and shall have a capacity of not more than 32-gallons and have tight covers, same to be in place at all times, except when garbage is being deposited therein, or removed therefrom. The container contents shall not in any case exceed 75-pounds in weight.

(B) Recyclable materials shall be placed in approved containers which may be provided by the city and, if so provided, said containers shall be and remain the property of the city and remain with the residence, regardless of owner or tenant. Any misuse or destruction of said containers shall subject the person responsible to replacement costs. Should the containers become lost or unusable, they may be replaced by notifying the City of Piqua. The city is authorized to charge a replacement fee in accordance with rules and regulations of the City of Piqua.

(C) When approved containers are provided by the City, then no other containers will be approved for collection. No solid waste or recyclable materials will be collected unless it is properly placed in the approved containers (with the exception of bulk items in accordance with 50.07 (D)).
§ 50.03 UNCOLLECTIBLE GARBAGE, SOLID WASTE AND RECYCLABLE MATERIALS.

(A) No garbage and refuse solid waste shall be collected by the city unless it is placed in waste approved containers or plastic bags and placed in the proximity of the street or alley or other convenient place for collection as determined by the City Sanitation Department Foreman. However, the Sanitation Foreperson Department may collect garbage and refuse solid waste at locations other than in the proximity of the street or alley in hardship cases. Hardship cases are cases in which the Sanitation Foreperson Department determines there is no able-bodied person in the household.

(B) Garbage and refuse Solid waste and recyclables may be collected by the city other than in the proximity of the street or alley in non-hardship cases by the customer paying a charge in addition to the charge set forth in § 50.07 in the amount of $2 per month.

(C) All twigs, branches, limbs and other trimmings of trees and bushes shall not be collected unless the trimmings are less than six feet in length and less than four inches in diameter, tied into bundles no larger than 24 inches in diameter.

(D) No garbage, refuse or non-combustibles transported into the city from outside the corporate limits shall be collected.

(E) Yard waste will only be collected if placed loose in eans approved containers or in paper biodegradable bags.

§ 50.04 (RESERVED).

§ 50.05 PRIVATE DISPOSAL PROHIBITED.

The disposal of garbage or refuse solid waste in any quantity by an individual or an establishment is prohibited in any public or private place within the city limits.

§ 50.06 TAMPERING WITH REFUSE PROHIBITED.

(A) All garbage, refuse, recyclables and other materials on disposal sites are the property of the city.

(B) No person shall be allowed to separate and collect, carry off, or dispose of materials on disposal sites, except under the direction of the City Manager or except by contract with the city. In addition, the provisions of division (B) hereof shall not apply to any law enforcement officer or fire investigator in the performance of his or her official duties.
Ord. C-686, passed 1-2-51; Am. Ord. 32-87, passed 7-27-87; Am. Ord. 49-89, passed 8-7-89; Am. Ord. 1-15, passed 2-17-15) Penalty, see § 50.99

$§ 50.07 GARBAGE-SOLID WASTE COLLECTION RATES; PERMITS.

(A) (1) The collection of garbage and refuse solid waste from houses, buildings, and premises for residential purposes shall be in accordance with (3) below for in the amount of $15.30 per month for cans or bags not to exceed 32 gallons, or any other approved containers, approved by the Sanitation Department. There shall be an additional monthly charge of $3.13 for recycling costs incurred by the city. The current fees shall remain in effect until changed. No more than six bags or cans of refuse a 96 gallon capacity of solid waste and six cans or bags of leaves or grass a 96 gallon capacity of yard waste (leaves or grass) will be collected per week without additional charges. No householder within the city limits shall be exempt from the provisions of this section without obtaining a special waiver pursuant to (B) below.

(2) The term HOUSEHOLDER shall mean the head of a family or one maintaining his or her separate living room or quarters on the premises, and shall include owners, tenants, and occupants of all premises.

(3) Residential Rates

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<thead>
<tr>
<th></th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
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</tr>
</thead>
<tbody>
<tr>
<td><strong>Solid Waste</strong></td>
<td></td>
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</tr>
<tr>
<td>(96 gallon capacity)</td>
<td>$19.35</td>
<td>$20.31</td>
<td>$21.32</td>
<td>$22.38</td>
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<tr>
<td><strong>Recycling</strong></td>
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<tr>
<td>(64 gallon capacity)</td>
<td>Included with solid waste</td>
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<tr>
<td><strong>Additional Solid Waste</strong></td>
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<td></td>
</tr>
<tr>
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<td>Households with 5 or more persons and actively recycling may receive a second container free of charge.</td>
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(B) Special waivers of compliance with (A) above may be granted at the Utility collection Billing Office to the following. Special waivers may be subject to revocation without notice.

1) Owners of buildings containing four or more apartment units, and who have in force a contract with a commercial hauler to collect garbage and refuse solid waste from the apartment units.

2) Commercial or business accounts who have in force a contract with a commercial hauler to collect garbage and refuse solid waste from the commercial or business establishments.

3) Participants in the Senior Discount Program. The Senior Discount Program shall be for householders who reside in the city and who are 62 years of age and older or disabled, or who have other hardship reasons approved by the Sanitation Department and also meet income guidelines as established by the Utility Billing Office. The rate for the program shall be 50% of the standard refuse rate as established in division (A)(3) plus a recycling rate which shall be 30% of the standard recycling rate as established in division (A).

4) Owners of single-family residences which remain unoccupied during vacations for a minimum of two months subject to appropriate receipt of notice and approval by the utility office.

(C) The collection of garbage and refuse solid waste and recycling from commercial establishments shall be on the basis of the amount of materials collected as follows from approved containers in accordance with (1) below. There shall be an additional monthly charge for recycling.

1) Commercial Rates. For each container or part thereof not exceeding 32 gallons or 75 pounds, whichever is greater, the charge shall be $3.74 per container, to be billed monthly at a minimum monthly charge of $17.23. In addition, a charge of $3.13 per month for recycling shall be included.

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<tr>
<td>**Recycling Service Only (64 gallon capacity)*<strong>if eligible</strong></td>
<td>$16.80</td>
<td>$17.64</td>
<td>$18.52</td>
<td>$19.44</td>
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(2) A record of the number of containers shall be maintained by garbage and refuse collectors, the Sanitation Department. Garbage and refuse solid waste and recyclables must be placed in approved containers to comply with the specifications for garbage and refuse containers herein.

(3) Collection of fees shall be made by the Utility Billing Office and Department as a separate item on each utility bill. The fees shall be assessed against the person or firm in whose name the utility bill is listed.

(D) Bulk items shall be collected when placed at normal trash collection points on the regular collection day. Such items shall be collected at the discretion of the Sanitation Department in reasonable amounts not to exceed three bulk items in one week. Excessive amounts of bulk items placed out for collection may incur additional charges based on the disposal cost.

(E) Garbage and refuse may be collected at locations outside the city limits when feasible, at a rate of 150% of the rates listed in divisions (A) and (C) above, except that recycling costs shall be uniform inside and outside the city limits.

(F) A delayed payment charge of 5% of each month’s fee shall be added to the month’s billing if not paid within the net payable date of the monthly statement.

(*77 Code, § 55.08) (Ord. 7-59, passed 2-16-59; Am. Ord. 15-94, passed 3-21-94; Am. Ord. 53-94, passed 11-21-94; Am. Ord. 15-96, passed 3-18-96; Am. Ord. 11-02, passed 5-20-02; Am. Ord. 3-05, passed 4-4-05; Am. Ord. 32-06, passed 1-2-07; Am. Res. R-12-07, passed 1-16-07; Am. Ord. 12-10, passed 6-1-10; Am. Ord. 1-15, passed 2-17-15) Penalty, see § 50.99

§ 50.08 UNCOLLECTED GARBAGE-SOLID WASTE DECLARED A NUISANCE.
(A) No garbage or refuse solid waste shall be collected from any premises where the owner or lessee is in arrears for a period of one month. Fermenting, putrefying, or odoriferous garbage Solid waste in containers uncollected or dumped in the open due to failure to pay garbage fees shall be declared a nuisance, and the person or persons responsible shall be liable to prosecution under the provisions of R.C. § 3767.13 or Piqua Code 91.20.

('97 Code, § 55.09)

(B) No person, firm or corporation shall permit the accumulation or collection on his, her or its premises of any garbage, refuse, non-combustibles, hazardous waste or solid waste which was not generated on said premises.

('97 Code, § 55.10) (Ord. C-696, passed 1-2-51; Am. Ord. 49-89, passed 8-7-89; Am. Ord. 1-15, passed 2-17-15) Penalty, see § 50.99

### DISPOSAL OF SOLID WASTE

#### § 50.20 ESTABLISHMENT OF DISPOSAL DISTRICT NUMBER ONE.

The Commission authorizes the Board of County Commissioners to lay out, establish, and maintain the Miami County Garbage and Refuse Disposal District Number One, and to include therein, in addition to other lots and lands, all lots and lands within the corporate limits of the city.

('97 Code, § 55.15) (Ord. 13-66, passed 3-21-66; Am. Ord. 32-87, passed 7-27-87; Am. Ord. 49-89, passed 8-7-89; Am. Ord. 1-15, passed 2-17-15)

#### § 50.21 HAULING PERMIT REQUIRED.

It shall be unlawful for any person, firm or corporation to engage in the business of collecting, hauling, or transporting through, over, or upon the public streets and ways of the city, any solid waste, without obtaining a license or permit to do so from the office of the Sanitary Engineer, Miami County Incinerator, Troy, Ohio 45373. This section shall not apply to any person, firm or corporation solely when operating under contract with the city to remove solid waste (collected by the city) from the transfer station.

('97 Code, § 55.16) (Ord. 40-68, passed 11-4-68; Am. Ord. 32-87, passed 7-27-87; Am. Ord. 49-89, passed 8-7-89; Am. Ord. 1-15, passed 2-17-15) Penalty, see § 50.99

#### § 50.22 COMPLIANCE WITH HAULING REGULATIONS.

It shall be unlawful for any commercial hauler or individual hauler to haul or transport through, over, or upon the public streets and ways of the city, any garbage, rubbish, or refuse unless the garbage, rubbish, or refuse is hauled to the Miami County Transfer Station and is hauled in conformance with the rules and regulations of disposal of solid wastes in Miami County Garbage and Refuse Disposal District Number One adopted by the Miami County Commissioners. This section shall not apply to any person, firm or corporation solely when operating under contract with the city to remove solid waste (collected by the city) from the transfer station.
§ 50.23 INCINERATOR.

(A) It shall be unlawful for any person, firm or corporation to operate an incinerator within the city unless the incinerator meets the federal, state, or local ordinances for solid or smoke emission from incinerators, and in no instance shall the solid and smoke emission exceed the following standards:

(1) Solids: 0.85 pounds per 1,000 pounds of gas, corrected to 15% CO₂.

(2) Smoke: Ringlemann Number Two for no more than 60 minutes in 24 hours.

§ 50.24 COVERED VEHICLE REQUIRED FOR HAULING.

It shall be unlawful for any person, firm or corporation to haul or transport any waste, refuse, trash, or garbage in an form within the city in a vehicle not fitted with a tight cover or not constructed in such a manner as to prevent the escape of any portion of the load being transported, no matter how minute.

§ 50.25 HAULING GARBAGE TO LOCATION OUTSIDE CITY PROHIBITED.

(A) It shall be unlawful for any commercial hauler to haul or transport any waste, refuse, trash, or garbage in any form from a point within the city to any point outside of Miami County.

(B) In the event of an emergency such as, but not limited to, a truck breakdown or driver illness, the provisions of this section shall not apply if the commercial hauler notifies the office of the City Police Department of the emergency prior to the removal from the county of the waste, trash, or garbage.

(C) This section shall not apply to any person, firm or corporation solely when operating under contract with the city to remove solid waste (collected by the city) from the transfer station.

§ 50.25 Penalty, see § 50.99
§ 50.99 PENALTY.

Whoever violates any provisions of this chapter shall be punished as provided in § 10.99. Each day’s violation shall constitute a separate offense.

(Am. Ord. 1-15, passed 2-17-15)

SEC. 2: This Ordinance shall be declared an emergency for immediate preservation of the public peace, health, or safety in the City of Piqua and shall take effect and be in force from and after passage.

1st Reading 1/2/2018

KATHRYN B. HINDS, MAYOR

PASSED: ____________________________

ATTEST: ___________________________

REBECCA J. COOL
CLERK OF COMMISSION

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

Mayor Kathryn B. Hinds __________
Commissioner John Martin __________
Commissioner William Vogt __________
Commissioner Dave Short __________
Commissioner Kris Lee __________
ORDINANCE NO. 2-18

AN EMERGENCY ORDINANCE AMENDING CHAPTER 50 OF THE PIQUA CODE, RELATING TO GARBAGE AND REFUSE

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

SEC. 1: Chapter 50 of the Piqua Code is hereby amended to read as follows (with deletions lined out and additions underlined):

GARBAGE AND REFUSE

§ 50.01 DEFINITIONS.

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

APPROVED CONTAINERS. Shall include the following:

(1) Containers provided by customers that are constructed of metal or heavy gauge plastic, with two handles, and in such a manner as to be strong, easily lifted, not easily corrodiible, rodent-proof, shall have a capacity not to exceed 32 gallons, have a tight fitting lid and meet the satisfaction of the Sanitation Department.

(2) Containers provided by the City of Piqua Sanitation Department.

BOARD. The Board of County Commissioners of Miami County, Ohio, consisting of three members chosen as provided in R.C. Chapter 305.

BUILDING CONSTRUCTION WASTE. Discarded or unused materials used in the construction of structures and other improvements to real property.

BULK ITEMS. Discarded appliances, furniture, and other household items that are too large to fit inside a garbage container. Does not include building construction waste, items longer than six feet in length, or items too heavy to be easily lifted by the collection crew.

COLLECTION. The process of picking up and transporting solid waste from the point of disposition to the point of its ultimate disposal.

COMMERCIAL HAULERS. Any person, firm or corporation who, for profit, collects or transports solid waste to disposal sites, and when not operating solely under a contract with the city to transport solid waste (collected by the city) from the transfer station.

DISPOSAL SITE. Any area used by a customer for the disposal of garbage, refuse, or recyclable materials.

DISTRICT. The Miami County Garbage and Refuse Disposal District No. 1 as that district is described in the records of the Board of County Commissioners of Miami County, and in
§ 50.20, and as the district may be amended from time to time. The district is now comprised of all the unincorporated area of Miami County and the municipalities of Troy and Piqua, Ohio.

**GARBAGE.** Shall include the following:

1. Discarded animal and vegetable organic matter.
2. All putrescible wastes from public, private and residential structures.
3. Garbage does not include hazardous waste, recognizable industrial byproducts, non-combustibles, rubbish or building construction waste.

**HAZARDOUS WASTE.** The waste as defined in R.C. § 3734.01(J);

**INCINERATORS.** Structures built and containing furnaces, machinery and equipment for the destruction, by burning, of solid waste with maximum reduction of volume and a minimum of air pollution, other than for domestic or residential use.

**INDIVIDUAL HAULERS.** Persons, firms or corporations using vehicles either owned by them, rented or leased by them, either with drivers or for their use by themselves or by their employees on an occasional basis for the purpose of transporting solid waste produced by them to a point of disposal off their own premises.

**LANDFILLS.** Open areas of ground used for the disposal of solid waste fitting one of the following descriptions (but not including the transfer station).

1. **DUMP.** An open area of ground used for the disposal of solid waste by miscellaneous dumping.
2. **INCINERATOR LANDFILL.** An open area of ground used for the disposal of sterile ash from an incinerator and for the disposal of non-combustible waste, containing no putrescible material, which cannot be reduced in a volume by incineration.
3. **SANITARY LANDFILL.** An open area of ground used for the disposal of solid waste where material is deposited under controlled conditions.

**NON-COMBUSTIBLES.** Garbage or refuse which will not reduce to ash within 45 minutes at a temperature of 1,800 F. when properly mixed with oxygen from the air for the purpose of burning tree stumps and materials in the nature of earth, sand, bricks, stones, plaster, ashes and other substances which may accumulate as a result of building construction or demolition.

**PUBLIC HEALTH DEPARTMENT.** The public health department having jurisdiction in the geographical area appropriate to the rule under discussion.

**RECYCLABLE MATERIALS.** Materials as determined by the Health and Sanitation Director to be easily reused or repurposed, and be suitable for collection and separation from regular household solid waste to be diverted from the landfill.
REFUSE. Shall include the following.

(1) Discarded non-organic materials generated from commercial, industrial and/or residential sources within the city which are of a size and weight suitable for containment in receptacles designated for garbage and refuse.

(2) Refuse shall not include liquids or hazardous wastes, recognizable industrial by-products, non-combustibles or building construction waste.

SANITARY ENGINEER. The Sanitary Engineer of Miami County, appointed by the Board of County Commissioners of Miami County, Ohio, or its duly authorized or appointed assistants acting in its behalf or stead.

SOLID WASTE. Garbage and refuse other than liquids.

TRANSFER STATION. A site owned or leased by the city where solids waste is deposited by city personnel for pick-up and removed by a person, firm, or corporation under contract with the city.

('97 Code, § 55.01) (Ord. C-686, passed 1-2-51; Am. Ord. 40-68, passed 11-4-68; Am. Ord. 49-89, passed 8-7-89; Am. Ord. 1-15, passed 2-17-15)

§ 50.02 GARBAGE SOLID WASTE AND RECYCLING RECEPTACLE REQUIRED.

(A) No owner, tenant, or lessee of any public or private premises shall permit to accumulate upon his or her premises any refuse solid waste or recyclable materials, except in covered approved containers, which shall be substantially constructed and in such manner so as to be easily lifted by the refuse collectors.

('97 Code, § 55.02)

(B) The covered containers shall be constructed of metal or heavy-gauge plastic, with two handles and in such a manner as to be strong, easily lifted, not easily corrodible, rodent-proof, and shall have a capacity of not more than 32 gallons and have tight covers, same to be in place at all times, except when garbage is being deposited therein, or removed therefrom. The container contents shall not in any ease exceed 75 pounds in weight.

(B) Solid waste and recyclable materials shall be placed in approved containers which may be provided by the city and, if so provided, said containers shall be and remain the property of the city and remain with the residence, regardless of owner or tenant. Any misuse or destruction of said containers shall subject the person responsible to replacement costs. Should the containers become lost or unusable, they may be replaced by notifying the City of Piqua. The city is authorized to charge a replacement fee in accordance with rules and regulations of the City of Piqua.

(C) When approved containers are provided by the City, then no other containers will be approved for collection. No solid waste or recyclable materials will be collected unless it is properly placed in the approved containers (with the exception of bulk items in accordance with 50.07 (D).)
§ 50.03 UNCOLLECTIBLE GARBAGE, SOLID WASTE AND RECYCLABLE MATERIALS.

(A) No garbage-and-refuse solid waste shall be collected by the city unless it is placed in waste approved containers or plastic bags and placed in the proximity of the street or alley or other convenient place for collection as determined by the City Sanitation Department Foreman. However, the Sanitation Foreperson-Department may collect garbage-and-refuse solid waste at locations other than in the proximity of the street or alley in hardship cases. Hardship cases are cases in which the Sanitation Foreperson-Department determines there is no able-bodied person in the household.

(B) Garbage-and-refuse Solid waste and recyclables may be collected by the city other than in the proximity of the street or alley in non-hardship cases by the customer paying a charge in addition to the charge set forth in § 50.07 in the amount of $2 per month.

(C) All twigs, branches, limbs and other trimmings of trees and bushes shall not be collected unless the trimmings are less than six feet in length and less than four inches in diameter, tied into bundles no larger than 24 inches in diameter.

(D) No garbage, refuse or non-combustibles transported into the city from outside the corporate limits shall be collected.

(E) Yard waste will only be collected if placed loose in eaux approved containers or in paper biodegradable bags.

§ 50.04 (RESERVED).

§ 50.05 PRIVATE DISPOSAL PROHIBITED.

The disposal of garbage-and-refuse solid waste in any quantity by an individual or an establishment is prohibited in any public or private place within the city limits.

§ 50.06 TAMPERING WITH REFUSE PROHIBITED.

(A) All garbage, refuse, recyclables and other materials on disposal sites are the property of the city.

(B) No person shall be allowed to separate and collect, carry off, or dispose of materials on disposal sites, except under the direction of the City Manager or except by contract with the city. In addition, the provisions of division (B) hereof shall not apply to any law enforcement officer or fire investigator in the performance of his or her official duties.
§ 50.07 GARBAGE-SOLID WASTE COLLECTION RATES; PERMITS.

(A) (1) The collection of garbage and refuse solid waste from houses, buildings, and premises for residential purposes shall be in accordance with (3) below for the amount of $15.30 per month for cans or bags not to exceed 32 gallons, or any other approved containers, approved by the Sanitation Department. There shall be an additional monthly charge of $3.13 for recycling costs incurred by the city. The current fees shall remain in effect until changed. No more than six bags or cans of refuse - a 192 gallon capacity of solid waste and six cans or bags of leaves or grass a 192 gallon capacity of yardwaste (leaves or grass) will be collected per week without additional charges. No householder within the city limits shall be exempt from the provisions of this section without obtaining a special waiver pursuant to (B) below.

(2) The term HOUSEHOLDER shall mean the head of a family or one maintaining his or her separate living room or quarters on the premises, and shall include owners, tenants, and occupants of all premises.

(3) Residential Rates

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2. Commercial or business accounts who have in force a contract with a commercial hauler to collect garbage-and-refuses solid waste from the commercial or business establishments.

3. Participants in the Senior Discount Program. The Senior Discount Program shall be for householders who reside in the city and who are 62 years of age and older or disabled, or who have other hardship reasons approved by the Sanitation Department and also meet income guidelines as established by the Utility Billing Office. The rate for the program shall be 50% of the standard refuse rate as established in division (A)(3), plus a recycling rate which shall be 30% of the standard recycling rate as established in division (A).

4. Owners of single-family residences which remain unoccupied during vacations for a minimum of two months subject to appropriate receipt of notice and approval by the utility office.

(C) The collection of garbage-and-refuse solid waste and recycling from commercial establishments shall be on the basis of the amount of materials collected as follows from approved containers in accordance with (1) below. There shall be an additional monthly charge for recycling:

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<tr>
<td><strong>Recycling (64 gallon capacity)</strong></td>
<td>Included with solid waste</td>
<td>Included with solid waste</td>
<td>Included with solid waste</td>
<td>Included with solid waste</td>
</tr>
<tr>
<td><strong>Recycling Service Only (64 gallon capacity)</strong></td>
<td>$11.00</td>
<td>$11.58</td>
<td>$12.16</td>
<td>$12.77</td>
</tr>
<tr>
<td><em>if eligible</em></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Recycling Service -- Additional (64 gallon capacity)</strong></td>
<td>$3.00</td>
<td>$3.00</td>
<td>$3.00</td>
<td>$3.00</td>
</tr>
</tbody>
</table>

(2) A record of the number of containers shall be maintained by garbage-and-refuse collectors the **Sanitation Department**. Garbage-and-refuse Solid waste and recyclables must be placed in approved containers to comply with the specifications for garbage-and-refuse containers herein.

(3) Collection of fees shall be made by the Utility Billing Office of the **Sanitation Department** as a separate item on each utility bill. The fees shall be assessed against the person or firm in whose name the utility bill is listed.

(D) Bulk items shall be collected when placed at normal trash collection points on the regular collection day. Such items shall be collected at the discretion of the Sanitation Department in reasonable amounts not to exceed three bulk items in one week. Excessive amounts of bulk items placed out for collection may incur additional charges based on the disposal cost.

(E) Garbage and refuse may be collected at locations outside the city limits when feasible, at a rate of 150% of the rates listed in divisions (A) and (C) above, except that recycling costs shall be uniform inside and outside the city limits.

(F) A delayed payment charge of 5% of each month’s fee shall be added to the month’s billing if not paid within the net payable date of the monthly statement.

(‘97 Code, § 55.08) (Ord. 7-59, passed 2-16-59; Am. Ord. 15-94, passed 3-21-94; Am. Ord. 53-94, passed 11-21-94; Am. Ord. 15-96, passed 3-18-96; Am. Ord. 11-02, passed 5-20-02; Am. Ord. 3-05, passed 4-4-05; Am. Ord. 32-06, passed 1-2-07; Am. Res. R-12-07, passed 1-16-07; Am. Ord. 12-10, passed 6-1-10; Am. Ord. 1-15, passed 2-17-15) Penalty, see § 50.99

[§ 50.08 UNCOLLECTED GARBAGE-SOLID WASTE DECLARED A NUISANCE.]
(A) No garbage or refuse solid waste shall be collected from any premises where the owner or lessee is in arrears for a period of one month. Fermenting, putrefying, or odoriferous garbage Solid waste in containers uncollected or dumped in the open due to failure to pay garbage fees shall be declared a nuisance, and the person or persons responsible shall be liable to prosecution under the provisions of R.C. § 3767.13 or Piqua Code 91.20.

('97 Code, § 55.09)

(B) No person, firm or corporation shall permit the accumulation or collection on his, her or its premises of any garbage, refuse, non-combustibles, hazardous waste or solid waste which was not generated on said premises.

('97 Code, § 55.10) (Ord. C-696, passed 1-2-51; Am. Ord. 49-89, passed 8-7-89; Am. Ord. 1-15, passed 2-17-15) Penalty, see § 50.99

**DISPOSAL OF SOLID WASTE**

**§ 50.20 ESTABLISHMENT OF DISPOSAL DISTRICT NUMBER ONE.**

The Commission authorizes the Board of County Commissioners to lay out, establish, and maintain the Miami County Garbage and Refuse Disposal District Number One, and to include therein, in addition to other lots and lands, all lots and lands within the corporate limits of the city.

('97 Code, § 55.15) (Ord. 13-66, passed 3-21-66; Am. Ord. 32-87, passed 7-27-87; Am. Ord. 49-89, passed 8-7-89; Am. Ord. 1-15, passed 2-17-15)

**§ 50.21 HAULING PERMIT REQUIRED.**

It shall be unlawful for any person, firm or corporation to engage in the business of collecting, hauling, or transporting through, over, or upon the public streets and ways of the city, any solid waste, without obtaining a license or permit to do so from the office of the Sanitary Engineer, Miami County Incinerator, Troy, Ohio 45373. This section shall not apply to any person, firm or corporation solely when operating under contract with the city to remove solid waste (collected by the city) from the transfer station.

('97 Code, § 55.16) (Ord. 40-68, passed 11-4-68; Am. Ord. 32-87, passed 7-27-87; Am. Ord. 49-89, passed 8-7-89; Am. Ord. 1-15, passed 2-17-15) Penalty, see § 50.99

**§ 50.22 COMPLIANCE WITH HAULING REGULATIONS.**

It shall be unlawful for any commercial hauler or individual hauler to haul or transport through, over, or upon the public streets and ways of the city, any garbage, rubbish, or refuse unless the garbage, rubbish, or refuse is hauled to the Miami County Transfer Station and is hauled in conformance with the rules and regulations of disposal of solid wastes in Miami County Garbage and Refuse Disposal District Number One adopted by the Miami County Commissioners. This section shall not apply to any person, firm or corporation solely when operating under contract with the city to remove solid waste (collected by the city) from the transfer station.
§ 50.23 INCINERATOR.

(A) It shall be unlawful for any person, firm or corporation to operate an incinerator within the city unless the incinerator meets the federal, state, or local ordinances for solid or smoke emission from incinerators, and in no instance shall the solid and smoke emission exceed the following standards:

(1) Solids: 0.85 pounds per 1,000 pounds of gas, corrected to 15% CO.

(2) Smoke: Ringlemann Number Two for no more than 60 minutes in 24 hours.

§ 50.24 COVERED VEHICLE REQUIRED FOR HAULING.

It shall be unlawful for any person, firm or corporation to haul or transport any waste, refuse, trash, or garbage in an form within the city in a vehicle not fitted with a tight cover or not constructed in such a manner as to prevent the escape of any portion of the load being transported, no matter how minute.

§ 50.25 HAULING GARBAGE TO LOCATION OUTSIDE CITY PROHIBITED.

(A) It shall be unlawful for any commercial hauler to haul or transport any waste, refuse, trash, or garbage in any form from a point within the city to any point outside of Miami County.

(B) In the event of an emergency such as, but not limited to, a truck breakdown or driver illness, the provisions of this section shall not apply if the commercial hauler notifies the office of the City Police Department of the emergency prior to the removal from the county of the waste, trash, or garbage.

(C) This section shall not apply to any person, firm or corporation solely when operating under contract with the city to remove solid waste (collected by the city) from the transfer station.
§ 50.99 PENALTY.

Whoever violates any provisions of this chapter shall be punished as provided in § 10.99. Each day’s violation shall constitute a separate offense.

(Am. Ord. 1-15, passed 2-17-15)

SEC. 2: This Ordinance shall be declared an emergency for immediate preservation of the public peace, health, or safety in the City of Piqua and shall take effect and be in force from and after passage.

KATHRYN B. HINDS, MAYOR

PASSED: ________________________________

ATTEST: ______________________________
    REBECCA J. COOL
    CLERK OF COMMISSION

The Motion to adopt the foregoing Ordinance was offered by ________________________________ and on roll call the following vote ensued:

Mayor Kathryn B. Hinds  __________
Commissioner John Martin  __________
Commissioner William Vogt  __________
Commissioner Dave Short  __________
Commissioner Kris Lee  __________
<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>January 16, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>An Emergency Ordinance amending Chapter 50 of the Piqua Code, relating to garbage and refuse</td>
</tr>
<tr>
<td>SUBMITTED BY</td>
<td>Name &amp; Title: Amy Welker, RS Director of Health &amp; Sanitation Department: Sanitation</td>
</tr>
<tr>
<td>AGENDA CLASSIFICATION</td>
<td>☒ Ordinance</td>
</tr>
<tr>
<td>APPROVALS/REVIEWS</td>
<td>☒ City Manager</td>
</tr>
<tr>
<td></td>
<td>☐ Asst. City Manager/Development</td>
</tr>
<tr>
<td></td>
<td>☒ Department Director;</td>
</tr>
<tr>
<td>BACKGROUND</td>
<td>The proposed amendments to the code include language clean up, a definition of an approved container, and a new rate structure. These amendments will allow for the addition of trash carts for customers to use for garbage and refuse, similar to the carts provided for recycling. The 96 gallon capacity will be the standard service offered to all customers and the basis for the minimum rate. However, if a customer consistently needs more capacity for waste collection, then a second 96 gallon cart may be provided if desired at no cost. For commercial customers, the rate structure will have 3 categories based on the amount of service needed. The new rate structure will be phased in over the next 4 years. This will allow the department to monitor and adjust the cart system as needed. It will also allow the customers’ time to become familiar with the new cart system and adjust their habits as needed. As noted in the structure, a second recycling cart is free of charge for residential service. The new rate structure also includes a recycling only service. This service would accommodate residence where a private hauler is used, such as apartment buildings, but the resident is interested in recycling. The Ordinance is requested to be an Emergency so that the new rate structure will be in place for the new year.</td>
</tr>
<tr>
<td>BUDGETING AND</td>
<td>Budgeted $: None</td>
</tr>
<tr>
<td></td>
<td>Expenditure $: None</td>
</tr>
<tr>
<td>FINANCIAL IMPACT (Includes project costs and funding sources)</td>
<td>Source of Funds:</td>
</tr>
<tr>
<td>-------------------------------------------------------------</td>
<td>------------------</td>
</tr>
<tr>
<td></td>
<td>Additional revenue would be generated from the new rate structure. The rates for garbage collection have not been adjusted for 8 years.</td>
</tr>
</tbody>
</table>

| OPTIONS (Include Deny /Approval Option) | 1. Pass the ordinance to update Chapter 50. |
|                                         | 2. Do not pass the ordinance and provide further direction. |
|                                         | 3. |
|                                         | 4. |

<table>
<thead>
<tr>
<th>PROJECT TIMELINE</th>
<th>First reading January 16, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Suspend the second and third readings in order for the changes to take effect in January 2018</td>
</tr>
</tbody>
</table>

| STAFF RECOMMENDATION | Pass the ordinance to amend Chapter 50. |

| REASON FOR SELECTING CONSULTANT/COMPANY | |
| ATTACHMENTS | |
RESOLUTION NO. R-15-18

A RESOLUTION RETAINING THE SERVICES OF SSOE GROUP
TO PROVIDE PROFESSIONAL CONSULTING AND
ENGINEERING SERVICES FOR THE POWER SYSTEM

WHEREAS, it is deemed advisable for the City to retain the services of SSOE Group as a professional firm to provide consulting and engineering services for the Power System; and

WHEREAS, SSOE Group will provide professional services for which the solicitation of bids would, in the City Manager’s judgment, be of no material benefit.

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: SSOE Group is hereby retained by the City of Piqua as a professional consulting and engineering firm;

SEC. 2: The Finance Director certifies funds are available and is hereby authorized to draw her warrants from time to time on the appropriate account of the city treasury in payment according to contract terms, not exceeding a total of $62,000;

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

___________________________
KATHRYN B. HINDS, MAYOR

PASSED: _______________________

ATTEST: _______________________
REBECCA J. COOL
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by ____________________
seconded by ____________________ and on roll call the following vote ensued:
Mayor Kathryn B. Hinds
Commissioner John Martin
Commissioner William Vogt
Commissioner Dave Short
Commissioner Kris Lee
# Commission Agenda
## Staff Report

<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>January 16, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A RESOLUTION RETAINING THE SERVICES OF SSOE GROUP TO PROVIDE PROFESSIONAL CONSULTING AND ENGINEERING SERVICES FOR THE POWER SYSTEM</td>
</tr>
</tbody>
</table>
| SUBMITTED BY          | Name & Title: Ed Krieger, Power System Director  
Department: Power System |
| AGENDA CLASSIFICATION | ☑️ Consent  
☐ Ordinance  
☑️ Resolution  
☐ Regular |
| APPROVALS/REVIEWS     | ☑️ City Manager  
☐ Asst. City Manager/Development  
☑️ Department Director, Ed Krieger  
☐ Law Director  
☐ Other: Energy Board |
| BACKGROUND            | SSOE is a project delivery firm for architecture, engineering and construction management, with projects in 40 countries. SSOE was founded in 1948 and currently has more than 20 locations worldwide. The Power System has utilized SSOE’s Toledo office for several projects over the past few years and have been completely satisfied with their work to date, including engineering and project management services associated with the Piqua Power Plant Waterfront Redevelopment Project.  
During routine Substation testing in 2017, Power Services identified concerns related to Piqua’s oil-filled 69 kV Breakers and recommended the City considering replacement of these aging and service critical assets. More reliable and less-maintenance intensive SF6 and Vacuum alternatives are now available to replace Piqua equipment that has been in service for 30-40 years. The Power System has developed a three-year program to replace these critical assets and will begin with the replacement of three (30) – 69 kV Breakers at Piqua’s Substation #5 in 2018. |
| BUDGETING AND FINANCIAL IMPACT | Budgeted $: $225,000  
Expenditure $: $62,000  
Source of Funds: Power System (401-000-190-3353) |
| Narrative: | Included in the 2018 Power System budget is $225,000 for engineering services and equipment necessary to replace three (3) – 69 kV Breakers at Piqua’s Substation #5. The Energy Board unanimously recommended to Piqua City Commission to retain the services of SSOE Group to provide professional consulting and engineering services related to the City’s 69 kV Breaker Replacement project during its meeting of November 28, 2017. |
| OPTIONS | 1. Approve Resolution No. R-15-18 authorizing the City of Piqua Power System to retain the services of SSOE Group to provide professional consulting and engineering services related to the City’s 69 kV Breaker Replacement project.  
2. Do not approve Resolution No. R-15-18 and provide staff with further direction. |
| PROJECT TIMELINE | Engineering will begin soon after the legislation is approved which will allow for 69 kV Breaker replacements at Piqua’s Substation #5 in the fall of 2018. |
| REASON FOR SELECTING CONSULTANT/COMPANY | The Power System has utilized SSOE’s Toledo office for several projects over the past few years and have been completely satisfied with their work to date, including engineering and project management services associated with the Piqua Power Plant Waterfront Redevelopment Project. |
| STAFF RECOMMENDATION | Approve Resolution No. R-15-18 authorizing the City of Piqua Power System to retain the services of SSOE Group to provide professional consulting and engineering services related to the City’s 69 kV Breaker Replacement Project. |
| ATTACHMENT | SSOE Proposal dated 10-25-17 |
October 25, 2017

Mr. Ed Krieger
Power System Director
City of Piqua
123 Bridge Street
Piqua, Ohio 45356-3805

RE: Sub 5 – Breaker Replacement
SSOE Proposal No. P18-00042-00

Dear Mr. Krieger:

Per your request, SSOE Group is pleased to present this proposal to provide design and engineering services for your Substation 5 Breakers Replacement Project. Our proposal outlines our proposed approach, assumptions, and deliverables.

Delivering great client service is our culture. We train our staff, monitor our performance, and improve our procedures so that each one of us contributes to an outstanding experience for our clients. It all starts with listening to understand your expectations and needs to successfully deliver your project.

Thank you for the opportunity to propose on this important project. We look forward to working with you. If you should have any questions or require additional information, please feel free to contact me at 567.218.2328 or via email at tfitzpatrick@ssoe.com.

Sincerely,

SSOE

Tom Fitzpatrick, PE PMP
Senior Project Manager

cc: Joe Hulderman, PE - SSOE
City of Piqua – 69 kV Breaker Replacement Substation 5

SSOE Proposal No. P18-00042-00

Scope of Services

I.  Introduction

The City of Piqua (City) has requested a proposal for engineering services associated with the removal and replacement of three (3) 69 kV oil circuit breakers at Substation 5. The breakers are designated as 69-501, 69-502, and 69-503. The following proposal describes our Scope of Services to successfully complete this project.

II.  Scope of Services

A.  Project Description

1.  Substation 5 (9020 North County Road 25A)
   a.  Replace three (3) 69 kV oil circuit breakers with either SF6 or vacuum circuit breakers. The breakers are designated as 69-501, 69-502, and 69-503.
   b.  Replace the transformer and bus differential relaying. SEL relays are preferred.
   c.  Reconfigure the front door on Unit 1-5 to contain the bus and transformer differential relays, high side backup overcurrent relay, lockout relays, and breaker control for the 502. SEL relays are preferred.
   d.  Reconfigure the front door on Unit 1-6 to contain the low side overcurrent relay and 13-5-5 breaker control. SEL relays are preferred.

B.  Project Delivery

1.  The project will be delivered using the design / bid / build approach with the following contracts / Purchase Orders (PO).
   a.  Breakers: Provide and deliver. Utilize a formal competitive bid process. A contract will exist between the City and the supplier.
   b.  Relays: Provide and deliver. Sole source to SEL. City will issue a PO to SEL.
   c.  Reconfigure doors on Units 1-5 and 1-6: Solicit quotes from one or more panel shops using SSOE drawings. City will issue a PO to the selected panel shop. City will provide SEL relays to the panel shop for installation.
   d.  Construction: Self-performed by City personnel.

C.  Design Documentation

1.  Breaker Contract
Scope of Services

a. Provide breaker specification. Specification will allow bidders to offer either vacuum or SF6 type breakers. Specification will request pricing for breakers to be delivered in 2018, 2019 and 2020.

2. Relays

a. Provide ordering information so that the City can solicit a quote and directly order from SEL.

3. Reconfiguration of Doors for Units 1-5 and 1-6

a. Provide front panel view, wiring, control, and connections for new relaying and breaker controls on Units 1-5 and 1-6.

4. Construction by City Personnel

a. Provide design documents for applicable construction purposes. Design documents may include, but are not limited to:
   i. General notes.
   ii. Site layout plan.
   iii. Breaker removal.
   iv. Cable types for replacing control and instrument conductors to the breakers.
   v. Cable schedules and types for new cables to new breakers.
   vi. Relay settings for bus differentials, transformer differentials, and high side and low side overcurrent relays based on existing relay settings.

D. Procurement

1. Breakers

a. Prepare bidders list and issue specifications to bidders.

b. Respond to bidders Requests for Information (RFIs).

c. The City will receive the bids. SSOE will review the bids and provide an award recommendation.

d. Prepare contracts for signing by the City and the supplier.
City of Piqua – 69 kV Breaker Replacement Substation 5
SSOE Proposal No. P18-00042-00

Scope of Services

2. Relays
   a. Respond to SEL RFIs.
   b. Review and comment on SEL quote.

3. Reconfiguration of Doors for Units 1-5 and 1-6
   a. Respond to RFIs.
   b. Review and comment on vendor quotes.
   c. Provide a recommendation for award.

E. Construction Support
   1. Breakers – applicable only to breakers delivered in 2018.
      a. Review shop drawings.
      b. Process pay applications.
   2. Construction by City Personnel
      a. SSOE will respond to the City's RFIs during construction and provide clarifications to the drawings as required.

F. Post-Construction Support
   1. SSOE will provide as-recorded drawing documents based on mark-ups provided by the City.

III. Deliverables

A. Design Documentation
   1. Preliminary and final versions of proposed specifications and drawings as outlined in item II.C.

B. Procurement
   1. Breakers
      a. Bid review and recommendation.
Scope of Services

b. Contracts for signing by the City and supplier.

C. Post Construction
   1. As-recorded drawings using mark-ups provided by the City.

D. Project Management
   1. Trip reports and meeting minutes.
   2. Monthly project status reports.

IV. Assumptions / Clarifications

A. All site work areas are assumed to be environmentally clean.

B. SSOE will provide construction support services, such as responding to City’s generated RFI and the preparing necessary revisions to clarify the construction documents.

C. Technical design specifications for reconfigured doors procurement and construction performed by the City will be provided within the provided drawing documents.

D. Construction cost estimating has not been included, but can be performed as an additional service.

E. The existing oil breaker foundations are assumed sufficient for new type of breakers. The City will modify breaker structural components to reuse the existing breaker foundations. If necessary, SSOE can provide assistance in this area for an additional fee.

F. All required permitting and associated fees will be provided by the City.

G. City representative(s) will provide copies of existing record drawings for existing site features.

H. SSOE has included one (1) trip to the site to verify wiring connections into existing control and protective schemes.

V. Schedule

A. SSOE will provide preliminary review documents within four (4) weeks of receipt of a PO.

B. Final documents will be provided within two (2) weeks following receipt of all comments from the preliminary review documents.
City of Piqua – 69 kV Breaker Replacement Substation 5
SSOE Proposal No. P18-00042-00

Scope of Services

VI. Compensation

SSOE will provide our services for a Time and Materials Not to Exceed fee as shown below and in accordance with the attached Hourly Rate and Reimbursable Schedules.

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design Documentation</td>
<td>$24,900</td>
</tr>
<tr>
<td>Relay Settings</td>
<td>$8,900</td>
</tr>
<tr>
<td>Procurement</td>
<td>$9,900</td>
</tr>
<tr>
<td>Construction and Post Construction Assistance</td>
<td>$7,900</td>
</tr>
</tbody>
</table>

This estimate includes all reimbursable expenses for reproduction and other project related items.

VII. Payment Terms

SSOE will submit monthly invoices for the professional services provided during the preceding month. Payments are due within thirty (30) days of the invoice date.

VIII. Scope Change Procedure

If during the project a change in scope or services should occur, SSOE will advise the City of the cost and schedule impact for engineering services prior to proceeding with that portion of the services. After the City’s approval, the increase or decrease will be reflected in the total project cost. Delay in approval may result in delays in schedule.

IX. Terms and Conditions

This project will be administered in accordance with the attached SSOE General Terms and Conditions.

X. Proposal Validity

Our proposal is firm and valid for your acceptance for sixty (60) days, and is thereafter subject to reconfirmation. If an award cannot be made by this date, we would be pleased to review our proposal in an effort to extend the pricing and schedule offered. The proposal is subject to prior sale or allocation of our resources.
<table>
<thead>
<tr>
<th>Job Classification / Category</th>
<th>Hourly Billing Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sr. Project Manager / Program Manager</td>
<td>$145.00</td>
</tr>
<tr>
<td>Master Engineer - Architect / Department Manager / Purchasing Manager</td>
<td>$140.00</td>
</tr>
<tr>
<td>Sr. Engineer - Architect / Section Manager / Process - Package Specialist / Sr. Medical Planner / Safety Manager / Project Manager / Construction Manager</td>
<td>$135.00</td>
</tr>
<tr>
<td>Engineer - Architect 4 / Sr. Designer / Project Control 3 - Specialist / Manager / Sr. Construction Administrator / Construction Coordinator</td>
<td>$125.00</td>
</tr>
<tr>
<td>Environmental Health and Safety Specialist 4</td>
<td>$110.00</td>
</tr>
<tr>
<td>Engineer - Architect 3 / Assistant Project Manager / Medical Planner / BIM CAD Tech Lead</td>
<td>$105.00</td>
</tr>
<tr>
<td>Engineer - Architect / Designer / Project Control 2 - Coordinator / Construction Administrator / Sr. Tech Coordinator / Environmental Health and Safety Specialist 1</td>
<td>$100.00</td>
</tr>
<tr>
<td>Tech Coordinator / Sr. Interior Designer / BIM CAD Tech Specialist</td>
<td>$85.00</td>
</tr>
<tr>
<td>Project Control 1 - Tech / Interior Designer / BIM CAD Tech Coordinator / CAD Tech.</td>
<td>$70.00</td>
</tr>
<tr>
<td>Project Manager Assistant</td>
<td>$65.00</td>
</tr>
<tr>
<td>Clerical Support / CAD Tech Intern</td>
<td>$60.00</td>
</tr>
</tbody>
</table>

Above Rates are all-inclusive except for the following:

- Specialized or unique expertise beyond traditional services will be quoted relative to the project scope.
- Check-out and start-up services rates are 1.15 times the above hourly rates.
- Travel expenses including meals, transportation, and lodging will be invoiced at cost. Mileage is invoiced at the standard federal allowable rate per mile.
- When applicable, Per Diem allowances will be quoted on a per project basis.
- Miscellaneous related project and site expenses (telephone, computers, software, shipping, low-volume printing and photo copies, safety consumables, etc) will be invoiced all inclusive at $4.00 per labor hour.
- Purchased goods and services will be invoiced at cost plus ten percent (10%).

The above rates are valid for services provided through September 30, 2018.

NOTE: Information regarding rates and billing procedures is CONFIDENTIAL. Please contact SSOE’s Accounting Department with questions or comments.
1. **General**: These General Conditions are agreed to simultaneously with, and constitute a part of, the attached Proposal or Professional Services Agreement (Agreement). In the event a conflict arises between the provisions of these General Conditions and any other part of the Agreement, these General Conditions shall modify and supersede such other part to the extent necessary to eliminate any such conflict, but no further. All capitalized terms used herein have the same meaning as in the Agreement, unless otherwise defined in these General Conditions.

2. **Professional Services**: SSOE shall provide those professional services described in the Agreement as Basic Services, with such modifications thereto as may be agreed to in writing by SSOE. Any other services not included in Basic Services shall be additional services to be performed at additional cost, and shall be provided only if agreed to in writing by SSOE. SSOE shall perform Basic Services and such additional services as may be agreed to as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. Services provided by SSOE are provided solely for the benefit of the Owner.

3. **Payment Terms**: Payment is due on receipt of SSOE’s invoice. If payment is not received by SSOE within 30 days from the invoice date, then Owner agrees to pay to SSOE a finance charge on the principal amount of the past-due amount of 1-1/2% per month. If the 1-1/2% per month exceeds the maximum interest allowed by law, the finance charge shall be automatically reduced to the maximum amount permitted by law. If the Project is suspended or abandoned in whole or in part for more than 3 months, SSOE shall be compensated for services performed prior to receipt of Owner’s written notice of such suspension of abandonment. If the Project is resumed after being suspended for more than 3 months, SSOE’s compensation shall be equitably adjusted. If the Scope of the Project is materially changed at any time, SSOE’s compensation shall be equitably adjusted. The required use of any fee-based procurement / billing systems shall be a reimbursable expense included in SSOE’s invoices at actual cost.

4. **Owner’s Responsibility**: Owner shall provide SSOE in a timely fashion with full information regarding its requirements for the Project, including design objectives, system and site requirements. Owner represents and warrants to SSOE that the Project site has not, does not, and will not contain any pollutants or asbestos. When requested by SSOE, Owner shall promptly provide a legal description and a certified land survey of the Project site, together with all plans and specifications for any existing improvements located thereon. Owner shall also promptly furnish the services of soil engineers, geotechnical experts and other Consultants when required by SSOE, and such structural, mechanical, chemical, and other tests, inspections and reports as required by law or SSOE. Owner shall also promptly furnish all legal, accounting, and insurance services as may be necessary for the Project. The items furnished or provided by Owner under this paragraph shall be furnished or provided without cost or expense to SSOE. SSOE shall be entitled to rely upon the substance and completeness of items furnished, provided or represented by Owner under this paragraph in performing its professional services.

5. **SSOE’s Responsibilities**: SSOE covenants and warrants that its professional services shall be performed with the degree of skill and care as is consistent with the degree of reasonable and ordinary skill and care currently and commonly exercised by a reputable member of the design profession in the state in which the Project is located under the same or similar circumstances. No other warranties, express or implied, are made or intended by this Agreement for, or actual performance of, any services performed by SSOE. SSOE shall not be responsible for the verification of the condition of any existing structure, equipment, or appliance except as expressly agreed to by SSOE in writing. SSOE shall provide only such observation or monitoring services at the Project site during construction as expressly agreed to by SSOE in writing. In no event shall SSOE have control or charge of, or be responsible for, and Owner shall fully indemnify and hold SSOE harmless with respect to any liability arising out of, construction means, methods, techniques, sequences and procedures, and safety precautions and programs in connection with, the construction work being performed for the Project and the persons or property associated with or affected by the same, and the acts and omissions of the Contractors, Subcontractors, and any other persons performing any construction work, and the failure of any of them to carry out the work in accordance with any construction Contract Documents. This paragraph shall apply continuously and is not limited to the working hours and encompasses all areas in, on, adjacent to, or near the Project site. It is also recognized that SSOE has no control over the cost of labor, materials, or equipment, over the Contractor’s method of determining Project prices, or over competitive bidding, market or negotiating conditions. Accordingly, SSOE does not warrant or represent that bids or negotiated prices will not vary from any Project budget.

6. **Documents**: Drawings and specifications prepared by SSOE as instrument of service are and shall remain the property of SSOE whether the Project for which they were made is executed or not, and SSOE shall be deemed to be the author and shall retain all rights, including copyrights to such property. Owner shall be permitted to obtain copies of drawings and specifications solely for information and reference in connection with its use and occupancy of the Project. Drawings and specifications prepared by SSOE shall not be used by Owner on other projects or for additions to or completion of the Project except as agreed to in writing by SSOE. Submissions or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not construed as publication in derogation of SSOE’s rights.

   a. With regard to documents provided to SSOE by Owner (or third party at the request of Owner), Owner certifies they have valid ownership/approval for use of all electronic files and documents given to SSOE, Inc., including drawings to be used in the development of design or construction drawing deliverables. Furthermore, Owner by transferring the documents to SSOE, is conferring rights of licensure (and/or ownership) to SSOE. Additionally, Owner will indemnify and hold SSOE harmless from all costs, expenses, and obligations, including but not limited to reasonable attorney fees, which may be brought against SSOE from it’s use of the Owner (or third party at request of Owner) provided electronic files and documents.
b. SSOE, having made significant investment in development of proprietary 3D CADD technology, retains all rights and privileges associated with such technology. SSOE shall retain electronic model containing said technology and provide Owner with electronic drawings converted to Owner's CADD standards sufficient to meet all project objectives and in a format that is usable to the Owner. Owner shall have an exclusive license to the electronic drawings provided to Owner.

7. Arbitration: All claims, disputes and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then pertaining, unless the parties mutually agree otherwise in writing. No arbitration, arising out of or relating to this Agreement, shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by SSOE, the Owner and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. This Agreement to arbitrate or any agreement to arbitrate with an additional person or persons duly consented to by the parties to this Agreement, shall be specifically enforceable under the prevailing arbitration law. Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction thereof.

8. Insurance: SSOE maintains workers' compensation insurance as required by the laws of the various states where it has offices. In addition, SSOE maintains comprehensive general liability insurance with bodily injury and property damages, and automobile liability insurance with bodily injury and property damages. A Certificate of Insurance is available, upon written request by Owner, evidencing such coverage. Cost of the above coverage is included in SSOE's fees for Basic Services. If additional coverage or increased limits of liability is required by Owner, SSOE will endeavor to obtain the additional insurance and Owner agrees to pay for any additional costs associated with additional coverage or increased limits.

9. Compliance: SSOE certifies that all items and/or labor under this Agreement and all prices charged shall comply with all federal, state and local laws and regulations relative thereto and all pricing and safety laws and regulations. To the extent applicable, the clauses with respect to government contracts set forth in 41 C.F.R., Sections 1-1.805-3, (labor surplus areas), 1-1.1310-2 (minority business enterprises), 60-1.4 (equal opportunity), 60-1.40 (affirmative action), 60-1.8 (non-segregated facilities), 60-300.5(a) (employment of veterans), 60.741.5(a) (employment of persons with disabilities), at F.P.R. Section 1-1.710-3 and 48 C.F.R. 52.219-8 and 52.219-9 (small business concerns), Executive Order 12138 (women-owned businesses) and at 42 U.S.C. Section 12101 et seq. (American with Disabilities Act) are incorporated by reference and shall have the same binding effect as if reproduced herein in their entirety. Furthermore, and to the extent applicable, SSOE and its subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

SSOE shall at all times comply with all applicable national and international laws governing export and import control and ethical business practices. SSOE shall at all times comply with the U.S. Foreign Corrupt Practices Act and any other similar laws which prohibit the offering, giving or promising to offer or give, directly or indirectly, money or anything of value to any official of a government, political party or instrumentality, or other individuals to assist it or SSOE in obtaining or retaining business. SSOE requires that its employees comply with the SSOE Code of Ethics and Standards of Business Conduct, which may be found on the SSOE website at http://www.ssoe.com/about-us/ethics.

10. Limitation of Liability: In recognition of the respective risks of the Owner and SSOE Inc. on the Project, the Owner agrees to the extent permitted by law, that SSOE's total aggregate liability to the Owner, Contractors, Subcontractors, Material Suppliers, and any other persons, arising out of or related to SSOE's acts, errors, omissions, negligence or breaches of this Agreement, whether such liability is based on Contract, tort or other legal or equitable grounds, shall not exceed SSOE's total aggregate fees for Basic Services and any additional services under this Agreement. Owner agrees that in no event shall SSOE Inc. be liable to Owner, Contractors, Subcontractors, Materials Suppliers or any other persons for any special consequential, incidental, or indirect damages of any nature whatsoever. Owner further agrees to require any and all Contractors, Subcontractors, Material Suppliers, and other persons to include an identical limitation of SSOE's liability in their agreements concerning the Project.

In those circumstances where Owner directs and controls SSOE's employee(s), and/or SSOE's employee(s) at the direction of Owner, directs and controls others, Owner shall assume complete responsibility for the actions and events directly or indirectly resulting from Owner's instructions and shall protect, defend, and hold harmless SSOE and its employee(s) from any and all costs and expenses, including attorney fees, related to or resulting from the instructions Owner gives to SSOE's employee(s).
11. **Termination:** This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no default of the party initiating termination.

12. **Miscellaneous Provisions:** This Agreement shall be governed by the law of Ohio. As between the parties to this Agreement, as to acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events no later than the relevant date of the substantial completion of the Project, and as to any acts or failures to act occurring after the relevant date of substantial completion, not later than the date of the final payment to the Prime Contractor. The Owner and SSOE waive all rights against each other, and against the Contractors, Subcontractors, Consultants, Agents and employees of the other, for damages covered by any property insurance. Prior to the commencement of any work, the Owner and SSOE shall each require appropriate similar waivers from their Contractors, Subcontractors, Consultants and Agents. The headings of the paragraphs of this Agreement are for convenience only and do not define, limit or construe the contents of such paragraphs.

13. **Successors and Assigns:** The Owner and SSOE, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of each other party with respect to all covenants of this Agreement. Neither the Owner nor SSOE shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

14. **Extent of Agreement:** This Agreement represents the entire and integrated agreement between the Owner and SSOE and supersedes all prior negotiations, representations or agreements, either written or oral, including, without limitation, any purchase orders or acceptance forms, notwithstanding any provision to the contrary contained therein. No terms or conditions of either party’s invoice, purchase order, or other administrative document shall modify the terms and conditions of this Agreement regardless of the other party’s failure to object to such form. This Agreement may be amended only by written instrument signed by both SSOE and the Owner. The provisions of this Agreement are severable, and if any provision of this Agreement, or the application of any provision of this Agreement to any circumstance is held invalid, the application of such provision to other circumstances, and the remainder of this Agreement, shall not be affected thereby. Nothing contained herein shall be deemed to create any contractual relationship between SSOE and any Contractors, Subcontractors or Material Suppliers on the Project, nor shall anything in this Agreement be deemed to give any third party any claim or right of action against the Owner or SSOE which does not otherwise exist without regard to this Agreement.
RESOLUTION NO. R-16-18

A RESOLUTION RETAINING THE SERVICES OF NORTHEASTERN OHIO SECURITY SYSTEMS, INC. TO PROVIDE SECURITY SYSTEMS FOR THE POWER SYSTEM

WHEREAS, the present operations of the City require surveillance and access control security system at the Power System; and

WHEREAS, replacement of Power System surveillance and access control systems is necessary to meet ongoing security requirements; and

WHEREAS, it has been determined that pricing based on State of Ohio Division of Administrative Services (Cooperative Purchasing Program) contract #800543 provides the best pricing for 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: A contract is hereby authorized to Northwestern Ohio Security Systems, Inc. for Power System Surveillance and Access Control Replacements;

SEC. 2: The Finance Director certifies funds are available and is hereby authorized to draw her warrants from time to time on the appropriate account of the city treasury in payment according to contract terms, not exceeding a total of $86,000;

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

KATHRYN B. HINDS, MAYOR

PASSED: _______________________

ATTEST: _______________________
REBECCA J. COOL
CLERK OF COMMISSION

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

Mayor Kathryn B. Hinds _________
Commissioner John Martin _________
Commissioner William Vogt _________
Commissioner Dave Short _________
Commissioner Kris Lee _________
<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>January 16, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A RESOLUTION RETAINING THE SERVICES OF NORTHWESTERN OHIO SECURITY SYSTEMS, INC. TO PROVIDE SECURITY SYSTEMS FOR THE POWER SYSTEM</td>
</tr>
</tbody>
</table>
| SUBMITTED BY       | Name & Title: Ed Krieger, Power System Director  
Department: Power System |
| AGENDA CLASSIFICATION | ☑Consent  
☐Ordinance  
☑Resolution  
☐Regular |
| APPROVALS/REVIEWS  | ☑City Manager  
☐Asst. City Manager/Development  
☐Department Director, Ed Krieger  
☐Law Director  
☐Other: Energy Board |
| BACKGROUND         | The original Power System security systems were designed and installed by TYCO when the new facility was constructed in 2012. Since that time, we have maintained service agreements with TYCO to maximize uptime of our surveillance and access control systems. Over the past several years, we have experienced a lack of response to our service needs, as well as constant turnover with the TYCO personnel responsible for our account. Maintenance items are rarely resolved and if so, they take months, leaving the Power System vulnerable with partially operable security systems. TYCO service levels have declined to an unacceptable level.  
Northwestern Ohio Security Systems, Inc (NWOSS), was founded in Lima in 1981 and has a number of long-time accounts, including Lima City Schools, ODOT and Delaware County. NWOSS maintain local service personnel and pricing is available on the State of Ohio’s Cooperative Purchasing Program. NWOSS is able to replace the existing surveillance and access control systems with newer technology at a fraction of the cost of our original building installation. In addition, NWOSS will provide service to these systems at a much more competitive cost. |
| BUDGETING AND FINANCIAL IMPACT | Budgeted $: $86,000  
Expenditure $: $86,000  
Source of Funds: Power System (401-209-588-7553) |
The original security system provider is not responsive to service call requests and maintenance items take months to resolve, if ever. Ongoing Maintenance costs are less then our previous service provider.

The Energy Board unanimously recommended to Piqua City Commission to retain the services of Northwestern Ohio Security Systems, Inc. to provide security systems to the Power System during its meeting of November 28, 2017.

<table>
<thead>
<tr>
<th>OPTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Approve Resolution No. R-16-18 authorizing the City of Piqua Power System to retain the services of Northwestern Ohio Security Systems, Inc. to provide security systems for the Power System.</td>
</tr>
<tr>
<td>2. Do not approve Resolution No. R-16-18 and provide staff with further direction.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PROJECT TIMELINE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Replacement of the existing Tyco security systems will begin soon after legislation is approved and be completed by the end of March, 2018.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>REASON FOR SELECTING CONSULTANT/COMPANY</th>
</tr>
</thead>
<tbody>
<tr>
<td>The City has experience with NWOSS, contract pricing is available to the City through the State of Ohio Cooperative Purchasing Program and after a thorough check of references, the Power System is confident that NWOSS will provide the security system required by Power System operations.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>STAFF RECOMMENDATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approve Resolution No. R-16-18 authorizing the City of Piqua Power System to retain the services of Northwestern Ohio Security Systems, Inc. to provide security systems for the Power System.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ATTACHMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>NWOSS Proposal dated 10-30-17</td>
</tr>
</tbody>
</table>
Northwestern Ohio Security Systems, Inc.

Proposal Number: 7174-3-0
Date: October 30, 2017

Project
STS Surveillance and Access Replacements

Prepared for:
Joel Hart
SCADA Administrator
Piqua, City of
(937) 778-2077
jhart@piquaoh.org

Prepared by:
Dane Marsee
Government Sales
NW OSS
(800) 833-6416
marseed@nwoss.com

Please visit us at:
www.NW OSS.com
Scope Of Work

Customer Details:

Site: 
Billing: 
Contact: Joel Hart (937) 778-2077 jhart@piquaoh.org (937) 778-1693

NWOSS proposes to install, program, and test all equipment listed within this quote. This quote is to replace existing head end equipment for the access control system in the main portion of the building and NERC room area. We will also be replacing all cameras and head end equipment for the CCTV systems in both areas. Each system will be tied into the customers existing computer network for remote connectivity to view and maintain all installed systems. NWOSS intends to use all existing wire, field devices, and power supplies to complete the access control portion of this installation. Should any of the wire or equipment be defective or unable to reuse, NWOSS will present the customer with a separate proposal for those devices and the labor needed to make the necessary repairs.

The CCTV systems will have all wire, head end equipment, and field devices replaced and programmed to provide the customer with approximately 30 days of stored video files. The exterior perimeter of the building will have twenty 5MP cameras to provide coverage of the perimeter fence, entry gates, overhead doors, and man doors. The rear employee parking area will have two of the cameras mounted on the south side of the southwest and southeast corners to monitor the rear employee parking area. The customer has 11 cameras within the facility tied back to head end equipment located in the network closet for main building and network rack in tool cage at the south end of the building. Each of these cameras will be replaced with Axis IP 720P dome style cameras at the same locations as all existing units. Camera directions and fields of view should be set to provide the customer with similar coverage as existing equipment.

The NERC room system has 6 dome style cameras tied back to CCTV equipment in the NERC room network closet. These cameras will also be replaced using Axis dome style cameras provided by NWOSS. Camera directions and fields of view should be set to provide the customer with similar coverage as existing equipment. NWOSS will be removing only those cameras that currently reside in locations needed to provide the customer with the best possible fields of view. This installation will require the use of a lift, the customer may choose to provide one during installation or have NWOSS provide one at an additional cost.

At the customers request, the access control systems will be maintained using a server provided by NWOSS and tied into the customers existing computer network. We will need a network switch port for both servers and two additional ports to tie in the door controller modules for the main building and NERC room. We will require a total of 16 IP addresses for the access control modules to be placed on the customers existing computer network. All existing cards for access control system will be reused by the new system. The customer will need to provide installing technician a card programmed in the current system for testing purposes on the new system. NWOSS would require all door information, time schedules, and holiday schedules currently being used by the existing system for programming new access hardware.

With the customers permission, we will be connecting into their existing computer network on a VLAN provided by the customer.
What NWOSS will do:

- Coordinate installation with customer.
- Remove and replace all existing access control head end equipment.
- Terminate all wires to new access equipment.
- Replace CCTV head end, wire, and cameras.
- Run Non-plenum network cabling to each new camera location.
- Install new cameras and network video equipment.
- Program systems and test.
- Provide training session for staff.

What customer will do:

- Coordinate installation with NWOSS
- Provide access to facility during normal business hours.
- Provide network rack space.
- Provide network ports and IP addresses for necessary equipment.
- Provide AC power for all necessary equipment.
- Provide UPS for all network equipment.
- Provide user, time schedule, and door information for access control programming.
- Coordinate training session with installing technician.
## Financial Summary

**Customer Details:**

**Site:**

**Billing:**

**Contact:** Joel Hart (937) 778-2077  jhart@piquach.org (937) 778-1693

### Main Bldg CCTV STS 800543

<table>
<thead>
<tr>
<th>QTY</th>
<th>Manufacturer</th>
<th>Part #</th>
<th>Description</th>
<th>Unit Price</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>Axis</td>
<td>0990-001</td>
<td>Day/Night Fixed Dome With Support For Wdr – Forensic Capture, Lightfinder And Optimized With Built-In IR Illumination. Discreet, Dust And Vandal-Resistant Indoor Casing, Varifocal 2.8-10 Mm P-Iris Lens, Remote Focus And Zoom, Multiple, Individually</td>
<td>$541.85</td>
<td>$5,860.35</td>
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<tr>
<td>62</td>
<td>Anixter</td>
<td>IC1078F6WH</td>
<td>CAT 6 Jack Insert</td>
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<td>$200.26</td>
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<td>31</td>
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<td>$31.93</td>
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<tr>
<td>6</td>
<td>Milestone</td>
<td>HMCL-4</td>
<td>Husky Xprotect Additional Device License 4 Pack For M20, M30</td>
<td>$576.26</td>
<td>$3,457.56</td>
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<tr>
<td>1</td>
<td>Milestone</td>
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<td>Husky M50, Xprotect, Rack-Mount, 8X2Tb Hold, 8 Device License</td>
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<td>1</td>
<td>Milestone</td>
<td>HMCP-XP</td>
<td>1 Year Care Plus For Husky M20, M30 And M50 With Xprotect</td>
<td>$192.41</td>
<td>$192.41</td>
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<tr>
<td>1</td>
<td>Transition</td>
<td>SM16TAT2DPA-NA</td>
<td>Managed Poe+ Switch, 16-Port 10/100/1000Base-T Poe+ And 2 10/1000 Sfp/Rj45 Combo Na Bundle</td>
<td>$931.38</td>
<td>$931.38</td>
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<tr>
<td>1</td>
<td>Transition</td>
<td>SM24T6DPA-NA</td>
<td>Managed Switch, 20-Port Gigabit + 4 Sfp/Rj Combo + 2 100/1000 Sfp</td>
<td>$557.64</td>
<td>$557.64</td>
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<tr>
<td>20</td>
<td>Axis</td>
<td>0625-001</td>
<td>Compact And Outdoor-Ready Hdtv Camera For Day And Night Surveillance, Ip68-Rated, Varifocal 2.8-9.8 Mm P-Iris Lens, Remote 3.5 X Optical Zoom And Focus, Automatic Ir Cut Filter. Multiple, Individually Configurable H264 And Motion Jpeg Streams; Max 5 Mp</td>
<td>$813.32</td>
<td>$16,266.40</td>
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<td>62</td>
<td>Anixter</td>
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<td>24 Port Modular Patch Panel</td>
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<td>10</td>
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<td>Cat 6 Yellow - 1000</td>
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### Labor Schedule for: Main Bldg CCTV STS 800543

<table>
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<tr>
<th>Description</th>
<th>Rate</th>
<th>Ext. Price</th>
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<tbody>
<tr>
<td>2.00</td>
<td>Engineering (STS 800543)</td>
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<tr>
<td>8.00</td>
<td>Installation Labor (STS 800543)</td>
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<tr>
<td>12.00</td>
<td>Programming (STS 800543)</td>
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<tr>
<td>4.00</td>
<td>Training (STS 800543)</td>
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<tr>
<td>2.00</td>
<td>Project Management (STS 800543)</td>
<td>$110.00</td>
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**Equipment SubTotal:** $37,843.03

**Labor SubTotal:** $11,880.00

**Main Bldg CCTV STS 800543 SubTotal:** $49,723.03

### Main Bldg Access Control STS 800543

<table>
<thead>
<tr>
<th>QTY</th>
<th>Manufacturer</th>
<th>Part #</th>
<th>Description</th>
<th>Unit Price</th>
<th>Ext. Price</th>
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<tbody>
<tr>
<td>12</td>
<td>Anixter</td>
<td>IC1078F6WH</td>
<td>CAT 6 Jack Insert</td>
<td>$3.23</td>
<td>$38.76</td>
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Northwestern Ohio Security Systems, Inc | 121 E. High Street, Lima, OH 45801 | T: (800) 833-8416

www.NWOSS.com
## Main Bldg Access Control STS 800543

<table>
<thead>
<tr>
<th>QTY</th>
<th>Manufacturer</th>
<th>Part #</th>
<th>Description</th>
<th>Unit Price</th>
<th>Ext. Price</th>
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<tr>
<td>12</td>
<td>Anixter</td>
<td>IC107521WH</td>
<td>1 Port Surface Mount Box</td>
<td>$1.03</td>
<td>$12.36</td>
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<td>12</td>
<td>Anixter</td>
<td>ICPCSK03BL</td>
<td>3' CAT 6 Patch Cord</td>
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<td>$30.00</td>
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<tr>
<td>1</td>
<td>Ionodes</td>
<td>CR5-WIN2012R2-X54</td>
<td>CR5 - Windows Server 2012 R2 Standard x64 (2CPU/2VM/5CAL)</td>
<td>$1,493.15</td>
<td>$1,493.15</td>
</tr>
</tbody>
</table>

### Labor Schedule for: Main Bldg Access Control STS 800543

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineering (STS 800543)</td>
<td>$110.00</td>
<td>$220.00</td>
</tr>
<tr>
<td>Installation Labor (STS 800543)</td>
<td>$110.00</td>
<td>$3,520.00</td>
</tr>
<tr>
<td>Programming (STS 800543)</td>
<td>$110.00</td>
<td>$3,060.00</td>
</tr>
<tr>
<td>Training (STS 800543)</td>
<td>$110.00</td>
<td>$440.00</td>
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<tr>
<td>Project Management (STS 800543)</td>
<td>$110.00</td>
<td>$220.00</td>
</tr>
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</table>

**Equipment SubTotal:** $1,574.27  
**Main Bldg Access Control STS 800543 SubTotal:** $8,054.27

## CCTV NERC Room STS 800543

<table>
<thead>
<tr>
<th>QTY</th>
<th>Manufacturer</th>
<th>Part #</th>
<th>Description</th>
<th>Unit Price</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Milestone</td>
<td>HMCP-XP</td>
<td>1 Year Care Plus For Husky M20, M30 And M50 With Xprotect</td>
<td>$192.41</td>
<td>$192.41</td>
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<tr>
<td>1</td>
<td>Milestone</td>
<td>HM20-2T-8P</td>
<td>Husky M20, Xprotect, Managed Poe Switch, 1X2Tb Hdd, 8 Device</td>
<td>$2,222.85</td>
<td>$2,222.85</td>
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<tr>
<td>6</td>
<td>Axis</td>
<td>0990-001</td>
<td>Day/Night Fixed Dome With Support For Wdr – Forensic Capture, Lightfinder And Optimized Ir Illumination. Discreet, Dust And Vandal-Resistant Indoor Casing. Varifocal 2.8-10 Mm P-Iris Lens, Remote Focus And Zoom. Multiple, Individually</td>
<td>$541.85</td>
<td>$3,251.10</td>
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### Labor Schedule for: CCTV NERC Room STS 800543

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineering (STS 800543)</td>
<td>$110.00</td>
<td>$110.00</td>
</tr>
<tr>
<td>Installation Labor (STS 800543)</td>
<td>$110.00</td>
<td>$1,320.00</td>
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<tr>
<td>Programming (STS 800543)</td>
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<td>$880.00</td>
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<tr>
<td>Project Management (STS 800543)</td>
<td>$110.00</td>
<td>$110.00</td>
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</table>

**Equipment SubTotal:** $5,666.36  
**CCTV NERC Room STS 800543 SubTotal:** $8,086.36

## NERC Room Access Control STS 800543

<table>
<thead>
<tr>
<th>QTY</th>
<th>Manufacturer</th>
<th>Part #</th>
<th>Description</th>
<th>Unit Price</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Ionodes</td>
<td>CR5-WIN2012R2-X84</td>
<td>CR5 - Windows Server 2012 R2 Standard x64 (2CPU/2VM/5CAL)</td>
<td>$1,493.15</td>
<td>$1,493.15</td>
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<tr>
<td>4</td>
<td>Anixter</td>
<td>IC107521WH</td>
<td>1 Port Surface Mount Box</td>
<td>$1.03</td>
<td>$4.12</td>
</tr>
<tr>
<td>4</td>
<td>Anixter</td>
<td>ICPCSK03BL</td>
<td>3' CAT 6 Patch Cord</td>
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<tr>
<td>1</td>
<td>Windy City Wire</td>
<td>7758030</td>
<td>Cat 6 Yellow - 1000</td>
<td>$174.83</td>
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Northwestern Ohio Security Systems, Inc | 121 E. High, Street, Lima, OH 45801 | T: (800) 833-8416  
www.NWOSS.com
NERC Room Access Control STS 800543

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.00 Engineering (STS 800543)</td>
<td>$110.00</td>
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<tr>
<td>12.00 Installation Labor (STS 800543)</td>
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<td>$1,320.00</td>
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<tr>
<td>12.00 Programming (STS 800543)</td>
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</tr>
<tr>
<td>2.00 Project Management (STS 800543)</td>
<td>$110.00</td>
<td>$220.00</td>
</tr>
</tbody>
</table>

Equipment SubTotal: $1,681.90
Labor SubTotal: $3,080.00
NERC Room Access Control STS 800543 SubTotal: $4,761.90

Financial Summary

| Total Equipment:           | $46,765.56 |
| Total Labor:               | $24,860.00 |
| Total Proposal Amount:     | $71,625.56 |

Note: The above price does not include sales tax.

Quotation is valid for 30 days. The price Does Not include any Shipping and Handling charges unless specified. There is a 25% cancellation fee and all equipment must be returned per NWOSS standard RMA procedures. The customer is responsible for all collection costs as well as associated interest and attorney’s fees. The quotation is based upon acceptance of NWOSS insurance certificate as “adequate for coverage” to meet purchasing and contract requirements. Certificate are available upon request.

Accepted By: ___________________________ Date: ___________________ PO Number: ___________________
Print Name: ___________________________ Print Title: ___________________________
RESOLUTION NO. R-17-18

A RESOLUTION REQUESTING AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH O.R. COLAN ASSOCIATES FOR RIGHT-OF-WAY ACQUISITION SERVICES BEING PART OF THE WASTEWATER PUMP STATIONS REPLACEMENT & ELIMINATION PROJECT

WHEREAS, on Dec 19th, 2017 the City had received approval notice of a grant/loan application from the Ohio Public Works Commission for the Wastewater pump stations replacement and elimination; and

WHEREAS, after solicitation of Request for Qualifications, O.R. Colan Associates has been determined to be the most qualified provider of these services; and

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

SEC. 1: A purchase order is hereby authorized to O.R. Colan Associates for the necessary Right-of-Way acquisition services for the Wastewater Pump Stations replacement and elimination Project;

SEC. 2: The Finance Director certifies that funds are available and is hereby authorized to draw her warrant from time to time on the appropriate account of the city treasury in payment according to contract terms and shall not exceed $34,755, which includes 5% contingency.

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 Kris Lee
Commissioner Dave Short
**Commission Agenda**

**Staff Report**

**MEETING DATE**
January 16th, 2018

**REPORT TITLE**
(Should match resolution/ordinance title)

A RESOLUTION REQUESTING AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH O.R. COLAN ASSOCIATES FOR RIGHT-OF-WAY ACQUISITION SERVICES BEING PART OF THE WASTEWATER PUMP STATIONS REPLACEMENT & ELIMINATION PROJECT

**SUBMITTED BY**
Name & Title: Chris Melvin- Wastewater Treatment Superintendent
Department: Utilities

**AGENDA CLASSIFICATION**
☐ Consent  ☐ Ordinance  ☒ Resolution  ☐ Regular

**APPROVALS/REVIEWS**
☐ City Manager  ☐ Asst. City Manager/Finance
☐ Asst. City Manager/Development  ☐ Law Director
☒ Department Director;

**BACKGROUND**
(Includes description, background, and justification)

As part of the Pump Station replacement and elimination work and adhering to design guidelines as far as separation to other utilities, we will need to acquire easements to install some of the new pipelines.

Pump Station areas, which will need easements, are the Mall, Maplewood, Orchard, Candlewood, and Stratford.

We are at the point in the design of the project that we need to proceed with the right-of-way acquisition. The Right-of-way acquisition will consist of the following components:

- Title Searches & Reports
- Appraisals
- Acquisitions
- Title Updates & Closings

*O.R. Colan Associates were selected to complete the right-of-way work based upon the most recent Request for Qualifications that were solicited from consultants by the Engineering Department for right-of-way work. The previous work on the Water Plant pipeline and CR 25A Phase III Reconstruction Project were successful efforts.*

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

<table>
<thead>
<tr>
<th>Budgeted $:</th>
<th>(2018 Expenditure)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expenditure $:</td>
<td>$34,755 (5% contingency included)</td>
</tr>
<tr>
<td>Source of</td>
<td>Fund 404-491-930-7553- Services Contractual</td>
</tr>
<tr>
<td>Funds:</td>
<td>The mall easement is needed to utilize the installation of the gravity sewer to eliminate that pump station. The other pump station easements are needed to install new forced mains and also to have Stratford drive pump station access right of way</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OPTIONS (Include Deny /Approval Option)</th>
<th>1. Approve the Resolution to enter into an agreement with O.R. Colan Associates for the right-of-way acquisition services for the Wastewater Pump Station replacement and elimination project.</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Do not approve the Resolution and do not complete the right-of-way acquisition for the Wastewater Pump Station replacement and elimination project and provide staff with further direction.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PROJECT TIMELINE</th>
<th>The right of way acquisition services would begin upon the soonest possible legal timeframe, when granted approval. This work must happen prior to construction, which can’t occur before July 2018.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>STAFF RECOMMENDATION</th>
<th>Approval of the Resolution for having necessary requirements complete prior to entering into grant/loan and beginning construction</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>REASON FOR SELECTING CONSULTANT/COMPANY</th>
<th>Best consultant with Request for Qualifications</th>
</tr>
</thead>
</table>

| ATTACHMENTS | Copy of OWPC approval letter, O. R. Colan proposal costs |
# RW ACQUISITION SERVICES COST PROPOSAL

Company Name: O.R. Colan Associates  
District:  
PID NO.:  
Project CRS: Piqua Pump Station Sites  
Date: 12/5/17  
Task No.: 1

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Type of Unit</th>
<th>No. of Units</th>
<th>Fee Per Unit</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Project Management - line items found in sections below</td>
<td>parcel</td>
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<td></td>
<td></td>
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<tr>
<td>2. Appraisal</td>
<td></td>
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<tr>
<td>a. RE 95 Preparation</td>
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<td>b. R/W Appraisal Report (RE 25-17)</td>
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<td>$0.00</td>
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<tr>
<td>c. Limited Scope R/W Appraisal Report (RE 25-17)</td>
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<td>d. Value Finding (RE 90)</td>
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<td>e. Value Analysis</td>
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<td>f. Project Data Book</td>
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<tr>
<td>g. Project Management</td>
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<td>8</td>
<td>$200.00</td>
<td>$1,600.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$3,450.00</strong></td>
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</table>

3. Appraisal Review

<table>
<thead>
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<th>Type of Unit</th>
<th>No. of Units</th>
<th>Fee Per Unit</th>
<th>Total Amount</th>
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<tbody>
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<td>c. Value Finding (RE 25-14)</td>
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<td>e. USPAP Review (RE 25-12)</td>
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<tr>
<td>f. Parcel Impact Note</td>
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<td>g. Appraisal Problem Analysis</td>
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<td>h. Project Management</td>
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<tr>
<td><strong>Total</strong></td>
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4. Title Researches

<table>
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<tr>
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<th>Type of Unit</th>
<th>No. of Units</th>
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<tbody>
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<td>b. Full Title (60 year)</td>
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<td>$1,600.00</td>
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<tr>
<td><strong>Total</strong></td>
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**SECTION SUBTOTAL** | **$13,500.00** |
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<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>5. Negotiation</strong></td>
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<td>a. Negotiation (includes letters, packets, negotiations, billings, document preparation, plan revision coordination, etc.)</td>
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<td>b. Bill of Sale Negotiation</td>
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<td>c. Negotiation Trainee</td>
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<td>$1,600.00</td>
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<td><strong>SECTION SUBTOTAL</strong></td>
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<td><strong>6. Closings</strong></td>
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<td>c. Formal - structure parcels</td>
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<td>d. Title Update for Appropriation</td>
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<tr>
<td>e. Mortgage Release</td>
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<td>f. Project Management</td>
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<td><strong>7. Relocation Assistance Services</strong></td>
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<td>d. Commercial final billing</td>
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<td>e. Personal Property final billing</td>
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<td>g. Pre-Acquisition Report</td>
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<td><strong>8 Relocation Review</strong></td>
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<td>c. Personal Property Review</td>
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<td>d. Project Management</td>
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<tr>
<td><strong>SECTION SUBTOTAL</strong></td>
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<td></td>
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<td>$0.00</td>
</tr>
<tr>
<td>Pay Item</td>
<td>Type of Unit</td>
<td>No. of Units</td>
<td>Fee Per Unit</td>
<td>Total Amount</td>
</tr>
<tr>
<td>----------</td>
<td>--------------</td>
<td>--------------</td>
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</tr>
<tr>
<td>9. Asbestos</td>
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<tr>
<td>a. Collection/Reporting</td>
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<td>b. Testing</td>
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<td><strong>SECTION SUBTOTAL</strong></td>
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<tr>
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<tr>
<td>b. Meetings and Testimony for appropriations</td>
<td>parcel</td>
<td></td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>c. Property Management</td>
<td>parcel</td>
<td></td>
<td>$0.00</td>
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</tr>
<tr>
<td>d. Specialty Appraisal Studies (Parking, Rent, Architectural etc.)</td>
<td>parcel</td>
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<td>$0.00</td>
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<tr>
<td>e. Copies and Recording fees (reimbursable based on actual cost for Titles and Closings - receipts necessary)</td>
<td>parcel</td>
<td>8</td>
<td>$100.00</td>
<td><strong>$800.00</strong></td>
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<td>f. R/W Cost Estimate (RE-101)</td>
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<td><strong>SECTION SUBTOTAL</strong></td>
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<td><strong>$800.00</strong></td>
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<tr>
<td><strong>SECTION TOTAL</strong></td>
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<td></td>
<td></td>
<td><strong>$19,600.00</strong></td>
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<tr>
<td><strong>GRAND TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$33,100.00</strong></td>
</tr>
</tbody>
</table>
COPY of CEO Letter

Chris Melvin
Public Works Dir.
130 N. Wayne Street
Piqua, OH 45356-

Re: Project No. CK12V/CK13V

Dear Mr. Huff:

Your request for financial assistance in the form of a grant/loan has been approved for the project entitled Wastewater Pump Stations Rehabilitation in the amount of $1,552,560. Please note the following:

A. An Agreement will be released by the Commission on or about July 1, 2018, assuming budget authority is in place.

B. You must not award a construction contract or begin construction until our Agreement has been fully executed and returned.

C. You must not begin construction until you have forwarded a Request to Proceed for the contractor and received a Notice to Proceed in return.

D. You may initiate at your own risk engineering and design services.

E. You may advertise for bids providing: 1) you follow the contractual requirements as posted on our website at http://www.pwc.state.oh.us/, and 2) you meet conditions B & C above.

The Project Manager named in the Agreement will receive a separate mailing pertaining to our program requirements detailed on our website at http://www.pwc.state.oh.us/ including the Request to Proceed, contractual requirements for bid documents, and reporting of in-kind or force account contributions. Your Chief Fiscal Officer will also receive a mailing pertaining to project financial information.

If you have questions, please contact your Program Representative, Linda Bailiff, at 614/644-1823.

Respectfully,

Michael Miller
Director

cc: Chris Melvin, Cynthia Holtzapple
RESOLUTION NO. R-18-18

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING AGREEMENT TO PERMIT THE USAGE OF THE FORMER WATER TREATMENT PLANT WITH BOWLING GREEN STATE UNIVERSITY, STATE FIRE SCHOOL

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

SEC. 1: The City Manager is hereby authorized to permit Bowling Green State University State Fire School for a period of five (5) years to use the Former City of Piqua Water Treatment Plant located at 9300 State Route 66 as the location of a training center and related activities.

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

KATHRYN B. HINDS, MAYOR

PASSED: 

ATTEST: 
REBECCA J. COOL 
CLERK OF COMMISSION

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

Mayor Kathryn B. Hinds
Commissioner John Martin
Commissioner William Vogt
Commissioner Kris Lee
Commissioner Dave Short
## Commission Agenda

### Staff Report

<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>January 16, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING AGREEMENT TO PERMIT THE USAGE OF THE FORMER WATER TREATMENT PLANT WITH BOWLING GREEN STATE UNIVERSITY, STATE FIRE SCHOOL</td>
</tr>
</tbody>
</table>
| SUBMITTED BY | Name & Title: Justin Sommer, Assistant City Manager  
Department: Economic Development |
| AGENDA CLASSIFICATION | ☑ Consent  
☐ Ordinance  
☑ Resolution  
☐ Regular |
| APPROVALS/REVIEWS | ☑ City Manager  
☑ Asst. City Manager/Development  
☑ Department Director, Don Freisthler, Water Superintendent  
☑ Asst. City Manager/Finance  
☑ Law Director  
☑ Other: Brent Pohlschneider, Fire Chief |
| BACKGROUND | The opening of Piqua's new water treatment facility in June 2017 has left the former facility vacant. The vacant facility has been identified as an ideal location for fire safety training and related activities including confined space, water rescue and fire safety material testing.  
Bowling Green State University has operated a State Fire School since 1974. Training includes rescue, extrication, fire officer, inspection and tactics. Training events host up to 450 students.  
The City of Piqua’s Comprehensive Plan includes the goal of revitalizing Piqua through initiatives that encourage redevelopment or reuse of existing structures, and implementation of building codes in an effort to contribute to a reduction in building vacancies.  
The City of Piqua and Bowling Green State University, State Fire School agreed to terms within the memorandum of understanding for use of the former water treatment facility for fire training and related activities. |
| BUDGETING AND FINANCIAL IMPACT | Budgeted $:  
Expenditure $: 0.00  
Source of Funds:  
Narrative: |
| OPTIONS | 1. Approve this resolution for the event.  
2. Deny the resolution for the event. |
<table>
<thead>
<tr>
<th>(Include Deny /Approval Option)</th>
<th>3.</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.</td>
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</table>

<table>
<thead>
<tr>
<th>PROJECT TIMELINE</th>
<th>Five years</th>
</tr>
</thead>
<tbody>
<tr>
<td>STAFF RECOMMENDATION</td>
<td>Approve this resolution for redevelopment of a vacant structure.</td>
</tr>
<tr>
<td>REASON FOR SELECTING CONSULTANT/COMPANY</td>
<td>BGSU has provided state fire training since 1974</td>
</tr>
<tr>
<td>ATTACHMENTS</td>
<td>Memorandum of Understanding</td>
</tr>
</tbody>
</table>
Memorandum of Understanding (MOU)
Between
The City of Piqua & BGSU State Fire School

The purpose of this MOU is to establish terms for the use of equipment and real property (the “Training Center”) owned and maintained by the City of Piqua (“Piqua”) in conjunction with training to be provided by BGSU State Fire School (“BGSU”). Piqua agrees to provide the Training Center to BGSU under the following conditions:

1. The parties agree and understand that BGSU will supply most of the Equipment needed for the courses. If BGSU needs to use specific Equipment owned by Piqua such as apparatus or tools, a representative of BGSU must request use of the equipment by contacting the Piqua Fire Chief or training captain at least 30 days in advance of the scheduled training date.

2. Only a state certified instructor will be permitted to oversee training event and drive or operate the apparatus at the Training Center.

3. BGSU is responsible for the replacement of any damaged/lost/stolen equipment due to BGSU negligence.

4. BGSU agrees that all Piqua-equipment will be returned clean and will be restored to its proper location by BGSU.

5. BGSU agrees that the Training Center facilities will be broom clean at the conclusion of use for BGSU training sessions.

6. Piqua may provide expendables (such as straw and wood) upon request by BGSU instructors and items used will be replaced by BGSU within 30 days.

7. Any problems with equipment performance or condition must be reported immediately to the Piqua Fire Department liaison, who Piqua will designate in writing.

8. BGSU will list Piqua as an additional named insured on its insurance for all training sessions and provide a current evidence of the same (ACORD form or equivalent) to Piqua prior to such events.

9. BGSU will examine the Training Center to determine whether it is adequate for its needs. If renovations (such as classroom space) are needed, the parties will discuss in good faith payment for and timing of said renovations and will put their agreement in writing before any renovation work is done.

10. BGSU acknowledges that Piqua City Income Tax Ordinance 33-66 as subsequently amended requires that nonresident individuals doing business in the City for more than twelve (12) days annually are subject to city income tax and must file Piqua city returns and pay such taxes accordingly. BGSU agrees to provide written notice of this requirement to its employees who work at the Training Center.

11. The parties agree that prior to each use of the Training Center by BGSU, they shall enter into a Facility Use Agreement (the “FUA”). BGSU understands and agrees that other
parties will have the right to use the Training Center (except the testing facility) pursuant to similar facility use agreements. The parties agree that BGSU (as a service provider for DNVGL) will hold exclusive rights to the testing facility for 3 years.

This MOU shall not be in effect until authorized by legislation of the City and subsequently signed by authorized officials of BGSU and Piqua. It shall remain in effect for a term of five (5) years unless one of the parties provides written notice of cancellation to the other at least ninety (90) days before the effective date of cancellation.

City of Piqua

Bowling Green State University

Date

Date
AMENDED

RESOLUTION NO. R- 19-18

A RESOLUTION AUTHORIZING AN AMENDMENT TO ZONING MAP TO CHANGE THE ZONING DESIGNATION OF A PART OF PARCEL N44-250084 FROM OS (OPEN SPACE) TO I-1 (LIGHT INDUSTRIAL)

WHEREAS, the Planning Commission has studied a proposed amendment to the zoning map to change the zoning designation of a part of parcel N44-250084 from OS (Open Space) to I-1 (Light Industrial), as shown in Exhibit "A" attached hereto; and

WHEREAS, the Planning Commission has conducted a public hearing and made a report of its findings; and

WHEREAS, the Planning Commission has submitted a recommendation to the City Commission;

WHEREAS, the City of Piqua Charter Section 154.141 requires the Commission to take action on zoning amendment recommendations received from the Planning Commission at their next regularly scheduled meeting; and

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

SEC. 1: The zoning designation of I-1 (Light Industrial) for a part of parcel N44-250084, as shown in Exhibit "A" attached hereto, is hereby approved.

SEC. 2: The zoning map attached to Ordinance No. 42-96 is hereby revised and amended to assign a zoning designation of I-1 (Light Industrial) for a part of parcel N44-250084, as shown in Exhibit "A" attached hereto, and the City Planner is hereby authorized to make said change on the original zoning map.

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 Kris Lee __________________________
Commissioner Dave Short __________________________
# Commission Agenda

## Staff Report

<table>
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<tr>
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<tr>
<td>REPORT TITLE</td>
<td>A RESOLUTION AUTHORIZING AN AMENDMENT TO ZONING MAP TO CHANGE THE ZONING DESIGNATION OF A PART OF PARCEL N44-250084 FROM OS (OPEN SPACE) TO I-1 (LIGHT INDUSTRIAL)</td>
</tr>
<tr>
<td>SUBMITTED BY</td>
<td>Name: Chris Schmiesing, City Planner</td>
</tr>
<tr>
<td>Department:</td>
<td>Development Department</td>
</tr>
<tr>
<td>AGENDA CLASSIFICATION</td>
<td>☑ Resolution</td>
</tr>
<tr>
<td>☐ Consent</td>
<td>☐ Ordinance</td>
</tr>
<tr>
<td>☑ Planning Commission</td>
<td>☑ City Planner</td>
</tr>
<tr>
<td>☐ City Manager</td>
<td>☐ Asst. City Manager/Finance</td>
</tr>
<tr>
<td>☐ Asst. City Manager/Development</td>
<td>☐ Law Director</td>
</tr>
<tr>
<td>APPROVALS/REVIEWS</td>
<td>The impetus for this request is to facilitate a planned reuse of the former water treatment plant improvements found at the subject property. The former water treatment plant heavy industrial use of the premises existed at this location for nearly one-hundred years before being vacated this past year. The proposed zoning for the site is I-1 Light Industrial. This zoning will accommodate the emergency services regional training center adaptive reuse planned for this premises. 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.</td>
</tr>
<tr>
<td>BACKGROUND</td>
<td>(Includes description, background, and justification)</td>
</tr>
<tr>
<td>BUDGETING AND FINANCIAL IMPACT</td>
<td>Budgeted $:</td>
</tr>
<tr>
<td>(Includes project costs and funding sources)</td>
<td>Expenditure $:</td>
</tr>
<tr>
<td>Source of Funds:</td>
<td>Narrative: Having conducted a public hearing to receive public comment and deliberate on the matter, the Planning Commission found a change in the zoning of the property to be warranted and has recommended approval of the proposed zoning change.</td>
</tr>
<tr>
<td>OPTIONS</td>
<td>1. Adopt the resolution to authorize the zoning change</td>
</tr>
<tr>
<td>(Include Deny/Approval Option)</td>
<td>2. Defeat the resolution to reject the zoning change.</td>
</tr>
<tr>
<td>PROJECT TIMELINE</td>
<td>January 9, 2018 – Planning Commission: Public Hearing</td>
</tr>
<tr>
<td></td>
<td>January 16, 2018 – City Commission: Final Action</td>
</tr>
<tr>
<td>STAFF RECOMMENDATION</td>
<td>Approve resolution</td>
</tr>
<tr>
<td>REASON FOR SELECTING CONSULTANT/COMPANY</td>
<td>N/A</td>
</tr>
<tr>
<td>----------------------------------------</td>
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<tr>
<td>ATTACHMENTS</td>
<td>Zoning Map Exhibit</td>
</tr>
</tbody>
</table>
RESOLUTION NO. R-20-18

A RESOLUTION AUTHORIZING AN AMENDMENT TO ZONING MAP TO CHANGE THE
ZONING DESIGNATION OF A TRACT OF LAND LOCATED ON WOOD STREET TO R-3
(MULTI-FAMILY RESIDENTIAL)

WHEREAS, the Planning Commission has studied a proposed amendment to the
zoning map to change the zoning designation of a tract of land, including parcels N44-251255,
N44-250600, N44-250603, N44-250563, N44-250562, N44-250604, N44-250564, N44-028481,
and N44-251250, from I-1 (Light Industrial) to R-3 (Multi-family Residential), as shown in Exhibit
“A” attached hereto; and

WHEREAS, the Planning Commission has conducted a public hearing and made a
report of its findings; and

WHEREAS, the Planning Commission has submitted a recommendation to the City
Commission;

WHEREAS, the City of Piqua Charter Section 154.141 requires the Commission to take
action on zoning amendment recommendations received from the Planning Commission at their
next regularly scheduled meeting; and

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

SEC. 1: The zoning designation of R-3 (Multi-family Residential) parcels N44-
251255, N44-250600, N44-250603, N44-250563, N44-250562, N44-250604, N44-250564, N44-
028481, and N44-251250, to R-3 (Multi-family Residential), as shown in Exhibit “A” attached
hereto, is hereby approved.

SEC. 2: The zoning map attached to Ordinance No. 42-96 is hereby revised
and amended to assign a zoning designation of R-3 (Multi-family Residential) to parcels N44-
251255, N44-250600, N44-250603, N44-250563, N44-250562, N44-250604, N44-250564, N44-
028481, and N44-251250, as shown in Exhibit “A” attached hereto, and the City Planner is
hereby authorized to make said change on the original zoning map.

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 Kris Lee
Commissioner Dave Short
# Commission Agenda

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</table>
| SUBMITTED BY | Name: Chris Schmiesing, City Planner  
Department: Development Department |
| AGENDA CLASSIFICATION | □ Consent  
□ Ordinance  
☒ Resolution  
□ Regular |
| APPROVALS/REVIEWS | □ City Manager  
□ Asst. City Manager/Finance  
□ Asst. City Manager/Development  
□ Law Director  
☒ Planning Commission  
□ City Planner |
| BACKGROUND | The applicant has petitioned to change the zoning of the subject property to facilitate future redevelopment of the site. The current industrial zoning of the property is a holdover from the former railyard use of the site that has long since been abandoned. The proposed zoning designation will establish a zoning of the property that is more consistent with the surrounding development patterns and land use types. Incidental to the zoning change request is a proposal to redevelop the site. 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. |
| BUDGETING AND FINANCIAL IMPACT | Budgeted $:   
Expenditure $:   
Source of Funds: |
| Narrative: | Having conducted a public hearing to receive public comment and deliberate on the matter, the Planning Commission found a change in the zoning of the property to be warranted and as such has recommended approval of the proposed zoning change. |
| OPTIONS | 1. Adopt the resolution to authorize the zoning change  
2. Defeat the resolution to reject the zoning change. |
| PROJECT TIMELINE | January 9, 2018 – Planning Commission: Public Hearing  
January 16, 2018 – City Commission: Final Action |
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