REGULAR PIQUA CITY COMMISSION MEETING
TUESDAY, FEBRUARY 20, 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

REGULAR CITY COMMISSION MEETING

CONSENT AGENDA

1. APPROVAL OF MINUTES
   Approval of minutes from the February 6, 2018 Regular City Commission Meeting

2. RES. NO. R-26-18
   A Resolution appointing a member to the Park Board

3. RES. NO. R-27-18
   A Resolution appointing a member to the Park Board

4. RES. NO. R-28-18
   A Resolution reappointing a member to the Planning Commission

5. RES. NO. R-29-18
   A Resolution appointing a member to the Tree Committee

6. RES. NO. R-30-18
   A Resolution of Appreciation for the public service of Robert A. Bloom as a City Employee

7. RES. NO. R-31-18
   A Resolution of Appreciation for the public service of Duane J. Novotny, Sr. as a City Employee

OLD BUSINESS

8. ORD. NO. 2-18 (3rd Reading)
   An Emergency Ordinance amending Chapter 50 of the Piqua Code, relating to garbage and refuse

NEW BUSINESS

9. ORD. NO. 3-18 (1st Reading)
   An Ordinance amending Chapter 55 Stormwater Management of the Piqua Municipal Code

10. RES. NO. R-32-18
    A Resolution awarding a contract for the purchase of transformers for the Power System
11. **RES. NO. R-33-18**
   A Resolution awarding a contract for the purchase of a gas turbine starting engine for the Power System

12. **RES. NO. R-34-18**
   A Resolution awarding a contract for the purchase of Utility Poles for the Power System

13. **RES. NO. R-35-18**
   A Resolution authorizing a purchase order to Sherry, Chrysler, Dodge, Jeep, Inc. for two sport utility vehicles for the Fire Department

14. **RES. NO. R-36-18**
   A Moral Obligation to pay Heyne Construction Inc. for emergency structural repair services performed at the Fort Piqua Plaza

**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, FEBRUARY 6, 2018
6:00 P.M.

Piqua City Commission met at 6:00 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 Lee, Short, Martin and Vogt. Absent: None.

REGULAR CITY COMMISSION MEETING

ANNOUNCEMENTS

No one came forward at this time.

CONSENT AGENDA

APPROVAL OF MINUTES

Approval of the Minutes from the January 16, 2018 Regular City Commission Meeting.

RES. NO. R-21-18

A Resolution of Appreciation for the Public Service of Michael N. Thompson as a City Employee

RES. NO. R-22-18

A Resolution authorizing a three year lease with Piqua Youth Soccer Association (PYSA)

There was discussion on the term of the lease 3 or 5 years. Law Director Stacy Wall provided information regarding the reason for only having the three-year lease at this time.

Ken Deal, Treasurer of the Piqua Youth Soccer Association came forward to answer questions.

Moved by Commissioner Vogt, seconded by Commissioner Martin to approve the Consent Agenda at this time. Voice vote, Aye: Martin, Short, Lee, Vogt, and Hinds. Nay, None. Consent Agenda was unanimously approved.

OLD BUSINESS

ORD. NO. 2-18 (2nd Reading)

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

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

Commissioner Martin referenced rough financial numbers for the Health & Sanitation Department fund balance in the future. This included the projected rate increases.

Finance Director Cynthia Holtzapple provided a brief overview of the revenue figures and explained the needed and why.

Commissioner Martin further asked about commercial rates, referencing an unnamed business in the city he feels is not paying enough for the amount of trash they are putting out. Amy Welker, Health and Sanitation Director provided information and answers to Commissioner Martins questions.
Mayor Hinds asked for clarification on which set of rates Commissioner Martin is referencing at this time. Commissioner Martin explained what he was referring to.

Commissioner Vogt asked “who is going to be the can police?” Ms. Welker stated the customers will be charged by the number of carts the city provides them. Commissioner Vogt also inquired about the Sanitation Department’s semi-automated trash collection system and the possibility of the city implementing a fully automated trash collection service in the future.

Mayor Hinds spoke in favor of the automated system to help protect the workers from injuries. Also the carts will be much heavier and would be less likely to blow around the neighborhood in strong winds, stated Mayor Hinds.

Commissioner Martin questioned how comfortable the rest of the commission was with the ordinance at this time. Mayor Hinds and Commissioner Lee indicated they were comfortable with it, Commissioner Short and Commissioner Vogt did not speak either way at this time.

Commissioner Martin mentioned he was not sure how much the new Sanitation building was going to cost, so just arbitrarily raising the rates when not sure of the actual cost is not right. Commissioner Lee stated there is an estimate available for the Sanitation new building project.

Ms. Welker provided additional information regarding the ordinance at this time.

PUBLIC COMMENT

Brad Boehringer, Mound Street, came forward and asked several questions regarding the number of cans that can be set out, the size of the can, and if he could use his own cans. Ms. Welker provided answers to Mr. Boehringer’s questions.

After a lengthy discussion Ordinance No. 2-18 was given a second reading.

NEW BUSINESS

RES. NO. R-23-18

A Resolution authorizing a purchase order to Valley Asphalt Corporation as the primary supplier, and Barrett Paving Material Inc. as the secondary supplier of hot mix for the 2018 street and alley maintenance program

Brian Brookhart, Public Works Supervisor provided the Staff Report.

In December of 2017 asphalt bids were sent out to several companies, and bids were received on January 4, 2018. In the past the City has purchased asphalt from both Valley Asphalt and Barrett Paving depending on who had the mix available at any given time as needed. As in the past year they would like to purchase from both companies to ensure that asphalt will be available to the City when it is needed, stated Mr. Brookhart.

PUBLIC COMMENT

No one came forward to speak at this time.

RES. NO. R-24-18

A Resolution authorizing a purchase order to Piqua Material Inc. as the supplier of stone and Valley Asphalt Corp. as the supplier of cold patch for the 2018 street and alley maintenance program

Brian Brookhart, Public Works Supervisor provided the Staff Report.

In December of 2017 asphalt bids were sent out to several companies, and bids were received on January 4, 2018. The Valley Asphalt price allows the city to pick up the cold patch as needed from the Piqua location. It is recommended purchasing all stone from Piqua Materials and all cold patch from Valley Asphalt due to the close proximity of both of their plants to the work areas which increases efficiency, stated Mr. Brookhart.

PUBLIC COMMENT

No one came forward to speak at this time.


RES. NO. R-25-18

A Resolution authorizing a purchase order to Stryker Sales Corporation for the purchase of Power Load Cots and Loading Kits and Horton Emergency Vehicles Company for the installation of the Stryker Cots for the Fire Department

Brent Pohlschneider, Fire Chief provided the Staff Report.

The Stryker Corporation Power Load and Cot list system is a complete motorized patient life and load system that will be installed in the back of the front line ambulances (Medic Units 2 &3). This is designed to increase work place safety for Fire Department Staff and the patients transported in the Medic units. The Ohio Bureau of Worker’s Compensation has reviewed and approved this patient lift and loading system and awarded the City of Piqua a $40,000 grant with the city matching funds of $43,040.26, stated Chief Pohlschneider.

Commissioners asked several questions regarding the new process and if it locks the patient in place in the ambulance. Chief Pohlschneider provided the information.

PUBLIC COMMENT

No one came forward to speak at this time.


PUBLIC COMMENT

No one came forward to speak at this time.

CITY MANAGER REPORT

Assistant City Manager/Economic Development Director Justin Sommer stated he would like to welcome Janel Ranly to the position of Development Program Manager in the Development Department.
COMMISSIONERS COMMENT

Commissioner Lee stated snow is expected and most likely there will be school delays or closures in the morning, and reminded citizens to be cautious. Commissioner Lee stated he is an Eagles fan further stating it was a long time coming, but they did it.

Commissioner Martin inquired as to where citizens can see previous Commission Meetings since Channel 5 is no longer part of the City.

Mayor Hinds stated a new piece of equipment is still needed, but they can be viewed on U-tube, on the Facebook Page, and on Channel 5. Mayor Hinds stated she is meeting with the Piqua City Schools soon, and will work with them on getting Channel 5 producing and airing more programs.

Mayor Hinds stated City Manager Huff is under the weather and wished him well wishes. Mayor Hinds thanked Assistant City Manager/Economic Development Director Justin Sommer for sitting in the City Manager Huff.

Mayor Hinds announced the Piqua Arts Council is hosting a Special James Bond Event on February 10, to be held in a secret location. After you purchase a ticket you will be given the location. This is a fund raiser for the Piqua Arts Council.

Motion made by Commissioner Vogt to adjourn from the Regular Commission Meeting at 6:46 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-26-18

A RESOLUTION APPOINTING A MEMBER
TO THE PARK 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: Paul Simmons is hereby appointed as a member of the Park Board to fill the unexpired term of Kevin Pryfogle, which term expires on March 1, 2019 or until his successor is confirmed and qualified;

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

KATHRYN B. HINDS, MAYOR

PASSED:

ATTEST:
REBECCA J. COOL
CLERK OF COMMISSION

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

Mayor Kathryn B. Hinds
Commissioner John Martin
Commissioner William Vogt
Commissioner Kris Lee
Commissioner Dave Short
RESOLUTION NO. R-27-18

A RESOLUTION APPOINTING A MEMBER
TO THE PARK 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: Thomas Fogt is hereby appointed as a member of the Park Board to fill the unexpired term of Jesse Dotson, 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-28-18

A RESOLUTION REAPPOINTING A MEMBER
TO THE 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: Cindy Pearson is hereby reappointed as a member of the Planning Commission for a term to expire on March 1, 2023 or until her 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-29-18

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: Steve Trostel is hereby appointed as a member of the Tree Committee to fill the unexpired term of Regina Favorite, 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-30-18

A RESOLUTION OF APPRECIATION FOR THE PUBLIC SERVICE OF ROBERT A. BLOOM AS A CITY EMPLOYEE

WHEREAS, Robert A. Bloom has retired as Firefighter/Paramedic with the Fire Department; and

WHEREAS, his retirement follows 30 years of faithful and dedicated service to the City and its citizens;

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

SEC. 1: In recognition and appreciation of the public service of Robert A. Bloom as Firefighter/Paramedic with the Fire Department, this Commission tenders its unanimous and respectful tribute by this Resolution, which shall be a matter of public and permanent record.

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

________________________________________
KATHRYN B. HINDS, MAYOR

PASSED: __________________________

ATTEST: __________________________

REBECCA J. COOL
CLERK OF COMMISSION

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

Mayor Kathryn B. Hinds
Commissioner John Martin
Commissioner William Vogt
Commissioner Kris Lee
Commissioner Dave Short
RESOLUTION NO. R-31-18

A RESOLUTION OF APPRECIATION FOR THE
PUBLIC SERVICE OF DUANE J. NOVOTNY, SR.
AS A CITY EMPLOYEE

WHEREAS, Duane J. Novotny, Sr. has retired as Equipment Operator III with the Public Works Department; and

WHEREAS, his retirement follows over 27 years of faithful and dedicated service to the City and its citizens;

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

SEC. 1: In recognition and appreciation of the public service of Duane J. Novotny, Sr. as Equipment Operator III with the Public Works Department, this Commission tenders its unanimous and respectful tribute by this Resolution, which shall be a matter of public and permanent record.

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

__________________________________________
KATHRYN B. HINDS, MAYOR

PASSED: ________________________________

ATTEST: ________________________________
  REBECCA J. COOL
  CLERK OF COMMISSION

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

Mayor Kathryn B. Hinds
Commissioner John Martin
Commissioner William Vogt
Commissioner Kris Lee
Commissioner Dave Short
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 corrode, 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 corroded, 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 G) 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 clean, 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.
§ 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 22 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 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

<table>
<thead>
<tr>
<th>Solid Waste (96 gallon capacity)</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$19.35</td>
<td>$20.31</td>
<td>$21.32</td>
<td>$22.38</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Recycling (64 gallon capacity)</th>
<th>Included with solid waste</th>
<th>Included with solid waste</th>
<th>Included with solid waste</th>
<th>Included with solid waste</th>
</tr>
</thead>
</table>

<table>
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<tr>
<th>Additional Solid Waste (96 gallon capacity)</th>
<th>Any household that consistently needs more capacity may request an additional cart.</th>
<th>Any household that consistently needs more capacity may request an additional cart.</th>
<th>Any household that consistently needs more capacity may request an additional cart.</th>
<th>Any household that consistently needs more capacity may request an additional cart.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Additional Recycling (64 gallon capacity)</th>
<th>No additional charge for solid waste customers</th>
<th>No additional charge for solid waste customers</th>
<th>No additional charge for solid waste customers</th>
<th>No additional charge for solid waste customers</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Yard Waste (192 gallon capacity)</th>
<th>Included with solid waste</th>
<th>Included with solid waste</th>
<th>Included with solid waste</th>
<th>Included with solid waste</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Container Replacement Cost (Due to misuse or destruction) *or current replacement cost</th>
<th>$50</th>
<th>$50</th>
<th>$50</th>
<th>$50</th>
</tr>
</thead>
</table>

*Note: *The asterisk indicates that the charges may vary based on specific circumstances.
<table>
<thead>
<tr>
<th>Recycling Service Only (per 64 gallon capacity)</th>
<th>$9.67</th>
<th>$10.15</th>
<th>$10.66</th>
<th>$11.19</th>
</tr>
</thead>
</table>

(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-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:

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.

<table>
<thead>
<tr>
<th></th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Small Quantity Generator (up to 96 gallon capacity)</td>
<td>$28.00</td>
<td>$29.40</td>
<td>$30.87</td>
<td>$32.41</td>
</tr>
<tr>
<td>Medium Quantity Generator (up to 192 gallon capacity)</td>
<td>$35.00</td>
<td>$36.75</td>
<td>$38.58</td>
<td>$40.50</td>
</tr>
<tr>
<td><strong>Large Quantity Generator (up to 288 gallon capacity)</strong></td>
<td>$43.75</td>
<td>$45.93</td>
<td>$48.22</td>
<td>$50.63</td>
</tr>
<tr>
<td><strong>Additional Container (96 gallon capacity)</strong></td>
<td>$12.00</td>
<td>$12.00</td>
<td>$12.00</td>
<td>$12.00</td>
</tr>
<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 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 incinicators, 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.

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 1.16.2018
2nd Reading 2.6.2018

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  ___________
**City of Piqua**

**Commission Agenda**

**Staff Report**

<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>January 16, 2018, February 6, 2018 and February 20, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REPORT TITLE</strong> (Should match resolution/ordinance title)</td>
<td>An Emergency Ordinance amending Chapter 50 of the Piqua Code, relating to garbage and refuse</td>
</tr>
</tbody>
</table>
| **SUBMITTED BY** | Name & Title: Amy Welker, RS  Director of Health & Sanitation  
Department: Sanitation |
| **AGENDA CLASSIFICATION** | ![Consent](false) ![Ordinance](true) ![Resolution](false) ![Regular](false) |
| **APPROVALS/REVIEWS** | City Manager  
Asst. City Manager/Finance  
Asst. City Manager/Development  
Law Director  
Department Director;  
Other: |
| **BACKGROUND** (Includes description, background, and justification) | 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. |
| **BUDGETING AND FINANCIAL IMPACT** | Budgeted $: None  
Expenditure $: None  
Source of Funds: |

---
<table>
<thead>
<tr>
<th>Options</th>
<th>Narrative: Additional revenue would be generated from the new rate structure. The rates for garbage collection have not been adjusted for 8 years.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Pass the ordinance to update Chapter 50.</td>
</tr>
<tr>
<td>2.</td>
<td>Do not pass the ordinance and provide further direction.</td>
</tr>
<tr>
<td>3.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
</tr>
</tbody>
</table>

**Project Timeline**

First reading January 16, 2018
Suspend the second and third readings in order for the changes to take effect in January 2018

**Staff Recommendation**
Pass the ordinance to amend Chapter 50.
Sanitation Department Report – A Look at Contracted Services

I. Current Operation and Fund History

The City of Piqua Sanitation Department currently provides collection and disposal service for solid waste, recycling, bulk materials, and yard waste. The Department operates as an Enterprise Fund therefore all expenditures of the department are covered by its revenue which is generated primarily from user fees. The chart below provides a historical look at the fund.

![Sanitation Department - Fund History](chart)

Unrestricted Fund Balance – This represents the funds in reserve that are available to spend on capital items and other department needs. In 2006, the need for a dedicated Sanitation Facility was identified as a future capital expenditure. Since 2006, strategies were put in place to build the fund balance to allow for the future capital projects. The dip in 2015 is related to the purchase of recycling carts and vehicle expenses.
Revenue – The money generated from user fees and other revenue. Revenue was increased in 2007-2009 by user fee adjustments to meet the needs of the department and as part of the strategy to build fund balance.

Expenditures – This represents the operational cost of the department, including personnel costs and disposal fees. Expenditures have remained flat with the exception of 2015 when recycling carts were purchased and a dip in 2016 when cost savings were realized from bringing recycling in-house. Cost containment measures were put in place to further meet the goal of building the fund balance.

Capital – Costs related to capital purchases including vehicles and buildings. The Facility Building project was first introduced to City Commission in October 2013, when the department hosted the Commissioner Coffee meeting at the current facility. A feasibility study was then conducted along with extensive property research. Phase I of the project including property acquisition was completed in 2017. Phase II Design of the building is nearly complete. Phase III Construction and Phase IV Furnishing and Moving are in the 2018 Budget.

II. Contracted Services

The idea of utilizing an outside contractor to provide the services of the Sanitation Department was recently raised by members of the City Commission. Two methods were utilized to explore this proposal. First, historical data was used to provide a projection of the cost of contracted services. In 2008 the city advertised for bids to include all of the Sanitation Department services. The bid would have awarded a three year contract for the services. At that time, the city chose to only award the recycling portion of the bid. If the city had awarded the full bid, then the cost for all Sanitation services in 2011 utilizing the lowest bidding contractor would have been $1,945,308. The actual Sanitation Department costs in 2011 including capital were $1,641,910. The chart below shows the projected costs if the city would have awarded the bid and continued to utilize an outside contractor. A very modest 1% contract cost increase per year is assumed in this projection.
Unrestricted Fund Balance – As you can see the utilization of an outside contractor would have resulted in the complete depletion of the reserve fund by 2013 if no further measures were taken.

Actual Revenue – This is the revenue that was generated during this time period. Revenue would have had to be increased to cover the expenditures, resulting in multiple rate increases for the customers.

Contracted Services (projected cost) – The projection is based on the lowest bid received of $1,815,966 cost in 2009, $1,879,525 in 2010, and $1,945,308 in 2011. A 1% increase is projected for 2012 – 2016. The cost of contracting out the sanitation services would have immediately exceeded the revenue received.

The second method utilized to explore the option of contracting for services was to analyze the current costs of comparable cities. Six Cities of comparable populations responded to our request for information. Two cities of a larger size were added due to comments from a city commissioner. See the Comparable City chart attached.

- Comparisons are complicated by the fact that every city provides a little different service.
- Factors that affect a city’s cost include their geographical size, number of households or stops, proximity to a landfill, if flow-control is in place, the tipping fees at their transfer station, markets in the area for recyclables, if yard waste is composted or landfill, and many other factors.
- This comparison has shown that Piqua’s cost for providing the Sanitation Department services is in line with other communities.

III. Additional Considerations

Customer Service – One area that the department cannot quantify in dollar amounts is customer service. One of the main reasons the department explored the option of bringing recycling in-house was due to the poor customer service received from the outside contractor. The employees of the Sanitation Department are very dedicated to serving the citizens of Piqua. They perform their job with the goal of pleasing the customer and getting the job done well. No proposed change, including the use of carts, is going to change our commitment to providing an outstanding service to the community.

To further demonstrate the customer service issue, we did a comparison of the calls for service from the time we used an outside contractor for recycling verses the calls now generated using city staff to collect recycling. It was found that the outside contractor averaged 22 calls for service per month. The contractor’s calls for service include such things as missed collections, complaints regarding service, complaints regarding employees, etc. In comparison, the city averages 7.8 calls for service per month, with the majority of the calls being for missed recycling or the customer putting the recycling out too late.

Employee Issue – If the city decided to utilize an outside contractor for sanitation services, then 7 employees would potentially lose their job. The Sanitation Department employees are part of the collective bargaining unit, so they have rights under the contract. Meaning, they have bumping rights if they have seniority over other employees in other departments. It was suggested that these employees could simply be moved to
the Street Department. If this strategy was implemented, the general fund would have to support these employees at a cost of $573,790. Currently the cost for these employees is covered completely by user fees and no general fund dollars.

IV. Final Remarks

- The Sanitation Fund is in a good position and moving in the right direction. Over the last 12 years, revenue enhancements and cost containment measures have resulted in a significant increase to the reserve account.

- In an effort to be fiscally responsible, the Department Director began planning 12 years ago for capital improvements, including a new facility.

- The department has demonstrated a long term strategy of exploring cost saving measures. The idea of exploring fully automated service is another example of that strategy. No final decisions have been made, and the service will not be implemented unless the benefits of increased safety, more efficiency, and cost savings can be realized.

- A real concern when looking at contracted services of this magnitude is the fact that contractors often “low ball” the original bid in an effort to get their foot in the door. Then once the city is out of business, you have no option but to take the bids as they increase. There will also be a significant loss of control over cost containment, customer service, and overall cost.

- The decision in 2008 to not utilize contractual services for all sanitation services has saved the city $2,014,538 from 2009 – 2016. There is no evidence that utilizing contractual services for sanitation would result in a different outcome today. In fact, the outside contractors would need to lower their bids from 10 years ago by more than $326,000 per year to even match the cost of providing the service in-house. In light of this fact, and when you consider other aspects such as customer service, city staff recommends the continuation of providing sanitation services in-house.
<table>
<thead>
<tr>
<th>City</th>
<th>Population</th>
<th>Service Provided</th>
<th>Rates</th>
<th>Provider</th>
<th>Solid Waste &amp; Recycling Expenses (2016)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Piqua</td>
<td>20,906</td>
<td>SW/Recycling/Yard/Bulk</td>
<td>$19.35/mo proposed</td>
<td>City</td>
<td>$1,493,526.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>*Additional 96 gal cart</td>
<td>$65/yr</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Yard - Pay as you Throw</td>
<td>$6.25/96 gal</td>
<td>Modern Disposal</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>*City has 27% recycling rate</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>No billing cost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$600,000 from general fund/$600,000 from tax levy</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Perryburg</td>
<td>21,592</td>
<td>SW/Recycling/Bulk</td>
<td>Paid by city taxes and a levy</td>
<td>City</td>
<td>$1,200,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>*Additional 96 gal cart</td>
<td>$3.40/mo extra</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bulk must be scheduled 1 week in advance</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Yard - provided by city</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Marysville</td>
<td>23,406</td>
<td>SW/Recycling/Bulk</td>
<td>$21/mo</td>
<td>Republic Waste</td>
<td>$1,470,201.00</td>
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<tr>
<td></td>
<td></td>
<td>*Additional 96 gal cart</td>
<td>$3.40/mo extra</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bulk must be scheduled 1 week in advance</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Yard - provided by City</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lebanon</td>
<td>20,651</td>
<td>SW/Recycling/Yard</td>
<td>$18.54/mo</td>
<td>Rumple</td>
<td>$1,372,450.00</td>
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<tr>
<td></td>
<td></td>
<td>*No bulk item service provided.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Portsmouth</td>
<td>20,422</td>
<td>SW/Recycling/Yard/Bulk</td>
<td>$20.50/mo</td>
<td>City</td>
<td>$1,960,139.00</td>
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<tr>
<td></td>
<td></td>
<td>*Additional 96 gal cart</td>
<td>$5/mo</td>
<td></td>
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<tr>
<td>Ashland</td>
<td>20,489</td>
<td>SW/Recycling</td>
<td>$15.75/mo</td>
<td>City</td>
<td>$1,539,953.00</td>
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<tr>
<td></td>
<td></td>
<td>*Yardwaste collected bi-weekly</td>
<td>$1.25/bag</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>*No bulk item service provided.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>*No glass recycling</td>
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<tr>
<td>Sidney</td>
<td>20,564</td>
<td>SW/Recycling/Bulk</td>
<td>$19.38/mo</td>
<td>Republic Waste</td>
<td>$1,567,625.00</td>
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<tr>
<td></td>
<td></td>
<td>Yard</td>
<td>$1.97/bag</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>*Recycling every other week</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>*1 bulk item per week, extra item is charged</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Republic does not operate during inclement weather</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Huber Heigh</td>
<td>38,019</td>
<td>SW/Recycling/Bulk/Yard</td>
<td>$10.97/mo</td>
<td>Republic Waste</td>
<td>Customer pays</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Recycling every other week</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bulk items schedule ahead</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Cart service (96 gal)</td>
<td>$1.77/mo additional</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>*In a 10 year contract with Republic that increases 2% each year</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>*Prior to this contract, each resident contracted for service on their own.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>*Customers are billed directly from Republic</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Twice the number of households as Piqua, not a comparable size</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reynoldsburg</td>
<td>37,449</td>
<td>SW/Recycling/Bulk/Yard</td>
<td>$16.19/mo</td>
<td>Rumple</td>
<td>$1,964,252.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bulk items schedule ahead</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Twice the number of households as Piqua, not a comparable size</td>
<td></td>
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</tr>
</tbody>
</table>
ORDINANCE NO. 3-18

AN ORDINANCE AMENDING CHAPTER 55 STORMWATER MANAGEMENT OF THE PIQUA MUNICIPAL CODE

WHEREAS, the City of Piqua Chapter 55 defines stormwater management; and

WHEREAS, the City of Piqua operates under a permit issued by the Ohio Environmental Protection Agency authorizing storm sewer systems to discharge stormwater under the National Pollutant Discharge Elimination System (NPDES Permit); and

WHEREAS, the NPDES Permit requires regulation of illicit discharge as it relates to public discharge and not construction projects; and

WHEREAS, the NPDES Permit requires regulation of specific construction site specifications with the ability to enforce any municipal regulations; and

WHEREAS, Chapter 55 of the Piqua Municipal Code needs amended to comply with the requirements of the NPDES Permit.

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

SECTION 1. That the City of Piqua hereby amends Chapter 55 of the Piqua Municipal Code as set forth below: (proposed language is underlined and language to be deleted is struck)

§ 55.01 PURPOSE.
This chapter establishes a stormwater management user fee to fund and support the city's efforts to address the issues presented in the recital provisions of the National Pollutant Discharge Elimination System (NPDES) Phase II stormwater permit and required operation, maintenance and replacement costs. The user fees include general public (institutional, agency, federal, state and local government and the like) and/or property owner user fees. The purpose of the Stormwater Code contained in this chapter is to provide for effective management and financing of a stormwater system utility within the City. To effectively accomplish the management of a stormwater utility, this code shall:

(A) Provide for administration, operation, maintenance and inspection of existing and future stormwater management facilities;

(B) Protect the public health, safety and welfare by providing a mechanism for mitigating the damaging effects of uncontrolled and unplanned stormwater runoff;

(C) Establish and maintain fair and reasonable stormwater management service charges for each lot or parcel in the city which bear a substantial relationship to the cost of providing stormwater management services and facilities.

(D) Ensure that similar properties pay similar stormwater management service charges which reflect each property's quantity of impervious area, because this factor bears directly on the quantity and quality of stormwater runoff generated from developed areas. Charges for single-
family detached dwelling units, two-family dwelling units and each housekeeping unit within a multi-family dwelling unit shall reflect the relatively uniform effect that such development has on runoff. Charges for all other properties shall be calculated based on their equivalency of impervious surface compared to single-family detached dwelling units, two-family dwelling units and each housekeeping unit within a multi-family dwelling unit.

(E) Provide a mechanism for consideration of specific or unusual service requirements of some non-residential properties accruing to or from properties as a result of providing their own stormwater management facilities.

(F) Provide to non-residential property owners a service charge adjustment process to review stormwater charges when unusual circumstances exist which alter runoff characteristics, when service varies from a normal condition or is of greater significance than contribution to runoff.

(G) Utilize stormwater management funds for the construction, operation, and maintenance of city stormwater facilities, except where activities or facilities are clearly unusual and in excess of normal level of service city-wide, and that developers are responsible for providing any stormwater facilities required for their project.

(H) In order to maintain the effectiveness of the stormwater code, this code shall:

1. Establish a mechanism for appeals and amendments to its provisions.
2. Provide for a procedure for abatement of conditions or activities that are not in the interest of public health, safety or welfare.
3. Provide for its continuous validity through severability of its various provisions.
4. Provide for penalties for violations of its provisions.

The Stormwater Utility Department (STWUD) shall establish rules and regulations consistent with this chapter to ensure the effective enforcement and maintenance of the stormwater utility. The STWUD shall have enforcement authority for violations of this Chapter and the rules and regulations.

§ 55.02 DEFINITIONS.

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

**DESIGN SPECIFICATIONS.** Design Specifications are issued by the City Engineer and govern all construction projects. Design Specifications are kept on file in the City Engineer's Office.

**ENFORCEMENT OFFICER.** The enforcement officer shall be the City Manager, the City Engineer or the employee responsible for stormwater management.

**ERU (EQUIVALENT RESIDENTIAL UNIT).** An ERU shall be equivalent to 5,400 square feet of impervious area. This unit may periodically be adjusted based on changing conditions in the city.

**ILLEGAL DISCHARGE.** Any discharge to a municipal storm sewer that is not entirely composed of storm water, except discharges authorized under an NPDES permit, (other than the NPDES permit for discharges from the MS4) and discharges resulting from fire-fighting activities.

**IMPERVIOUS AREA.** Surface areas of residential and non-residential properties which water will not penetrate and from which stormwater runoff will be produced. This includes, but is not limited to, rooftops, sidewalks, parking lots, pavements, concrete, asphalt and compacted gravel.
NON-RESIDENTIAL DEVELOPED PROPERTY. All tracts of real property either zoned or developed for (i) residential use intended for occupancy by more than three families per residential structure (e.g., apartment houses with four or more units under a single roof), (ii) commercial uses, (iii) non-profit non-residential uses (e.g., governmental organizations, churches, and fraternal organizations), and (iv) industrial uses.

NPDES. National Pollutant Discharge Elimination System.

ODNR. Ohio Department of Natural Resources.

RESIDENTIALLY DEVELOPED PROPERTY. All tracts of real property either zoned or developed for residential use in structures designed and permitted for habitation by one or two families (i.e., single-family homes, two-family homes (duplex units) or three-family homes (triplex units)).

SFR (SINGLE-FAMILY RESIDENTIAL). All tracts of real property with improvements intended for occupancy by one, two, or three families for residential purposes (i.e., single-family homes or duplex units), regardless of the number of sewer taps and fees it incurs.

STWUD. The Stormwater Utility Department of the city, or any duly authorized officials acting in its behalf.

STORMWATER SYSTEM. A system of constructed and naturally occurring above ground and below ground facilities or infrastructure intended to collect, treat, convey, and otherwise manage runoff from rain, snow, and other precipitation including, but not limited to, drains, inlets, conduits, culverts, storm sewers, manholes, pump stations, channels, ditches, swales, drainage easements, detention and retention basins, infiltration facilities, constructed best management practices (BMP's), lakes, ponds, streams, creeks, rivers and other related components.

VACANT/UNIMPROVED PROPERTY. All tracts of real property that are wholly vacant and unimproved (no impervious area), regardless of the zoning classification assigned to the property or the uses permitted thereon by applicable law, rules, and regulations.

ORGANIZATION, FACILITIES AND MAINTENANCE

§ 55.05 ORGANIZATION OF THE UTILITY.

The utility shall be administered and managed by the City Manager or his or her designee who shall have the responsibility for planning, developing, and implementing stormwater management and sediment control plans; financing, constructing, maintaining, rehabilitating, inspecting, and managing stormwater facilities; collecting fees and charges for the utility, implementing and enforcing the provisions of this code; promoting public awareness of the progress and activities of the utility; making recommendations regarding proposals for amendments to this chapter, including, but not limited to, service charges, rules, and regulations; and other related duties.

§ 55.06 STORMWATER FACILITIES.

(A) The utility shall monitor the design, operation, maintenance, inspection, construction and use of all storm sewers, storm drains, and stormwater facilities in the city. The utility shall be responsible for the design and construction of public stormwater facilities in the city and shall inspect, operate, and maintain them as prescribed in the stormwater rules and regulations.

(B) The utility may accept overriding responsibility for permanent maintenance of stormwater facilities designed to control erosion when the benefitting area involves two or more property
owners. The utility may require facilities to be designed to reduce maintenance cost and will require adequate easements.

§ 55.07 EROSION, SILTATION AND SEDIMENTATION.
The utility shall be responsible for controlling erosion, siltation and sedimentation that will adversely affect storm sewers, drainage ditches, watercourses and other drainage facilities.

§ 55.08 ILLICIT DISCHARGE PROHIBITED
(A) There shall be no illicit discharge permitted as defined in Section 55.02 from any property.
(B) Illegal dumping is prohibited.
(C) Upon discovery of illicit discharge or illegal dumping, the enforcement officer shall notify the property owner of the violation and issue a cease and desist order. The enforcement officer shall develop a plan and timeline with the property owner to eliminate the violation. Should the illicit discharge and/or illegal dumping not be eliminated within the timeline issued, the homeowner shall be fined $100.00 for the violation.
   a. Should the property owner not correct the violation after the fine is issued, the City shall remedy the issue and assess the costs to the property owner.
   b. Should the same property have a subsequent violation, the property owner on all subsequent violations shall be assessed a civil fine of $250.00 if not remedied within the issued timeline.

§ 55.09 CONSTRUCTION PROJECTS
(A) All construction projects shall have an erosion control plan as governed by the Design Specifications issued by the City of Piqua Engineer.
   a. Should the property owner fail to submit an erosion control plan, a cease and desist order from any further construction shall be issued until an erosion control plan is submitted. The specifics of the plan shall be governed by the Design Specifications issued by the City of Piqua Engineer.
(B) The rate of run-off leaving a completed construction site shall be controlled in accordance with the Design Specifications issued by the City of Piqua Engineer.
   a. Should the enforcement officer determine that the post construction run-off rate is in violation of the Design Specifications, a cease and desist order shall be issued. The property owner shall immediately notify the enforcement officer of the remedy.
   b. Should the run-off rate not be corrected within the timeline issued by the enforcement officer, the property owner shall be fined $100.00 for the violation.
   c. Should the same property have a subsequent violation, the property owner on all subsequent violations shall be assessed a civil fine of $250.00 if not remedied within the issued timeline.

(C) The civil fine does not prohibit the City of Piqua from pursuing other remedies or exercising its rights with regards to the construction project not being completed in accordance with the Design Specifications.

§ 55.0810 ROUTINE AND REMEDIAL MAINTENANCE AND RIGHT OF ENTRY.
(A) The utility shall provide for inspection and routine maintenance of facilities that have been accepted for maintenance by the utility. Maintenance may include catch basin cleaning,
grating and casting repair, bridge surface drainage systems cleaning, channel clearing, erosion repair, and other incidentals. The Utility shall provide for remedial maintenance of facilities based upon the severity of stormwater problems and potential hazard to the public. Remedial maintenance of bridge surface drainage systems shall remain the responsibility of agencies other than the utility.

(B) Upon notice, the City Manager or his or her designee, including contractors and their employees or consultants and other employees, may enter upon lands within the city to make surveys and examinations to accomplish the necessary findings for planning and engineering studies or for inspection or maintenance of stormwater facilities. The City Manager or his or her designee shall maintain records of all inspections made.

§ 55.0911 PROPERTY AFFECTED.

(A) Except as provided in this chapter, all residentially developed property and non-residentially developed property located within the limits of the city shall be subject to the stormwater service charges established by this chapter regardless of whether the properties are privately or publicly owned. Vacant/unimproved property shall not be subject to the service charges.

(B) The utility shall be responsible for stormwater drainage facilities and watercourses on all streets, boulevards, sidewalks, curbing, street and other municipal property and public easements, and highway structures and appurtenances belonging to the city.

(C) Where public facilities and watercourses are located in easements on private property, the owner of the property is responsible for aesthetic maintenance such as lawn mowing, litter pick-up, etc. The owner shall neither place nor allow structures or plantings that interfere with the operation and maintenance of such drainage facilities and watercourses.

(D) The utility may authorize the construction of curbs, pavements, channels, watercourses, conduits, culverts, or other structures necessary to properly operate and maintain new and existing stormwater facilities.

FEES

§ 55.30 USER FEE.

(A) All owners of real property in the city shall be charged for the use of the stormwater system based on an estimate of the amount of stormwater and rate of flow of stormwater that is projected to discharge into the stormwater system from the property.

(B) By this chapter, which may be amended from time to time by resolution of the Commission, the city hereby sets and establishes a system of fees that is intended to assess users their fair and equitable share of the costs for use of the stormwater system for each property within the city. These fees shall be established in an amount sufficient to defray the reasonable costs for federal stormwater permit requirements, operation, maintenance, and construction of necessary improvements or additions to the stormwater system. The subsequent amendments or adjustments shall take into consideration the amount of funds reasonably necessary to meet the level and cost of service required to manage and operate the stormwater system, including any previously unforeseen inflationary pressures, system expansion, increases in state and federal program mandates, or related issues that may necessitate management program expansion.

§ 55.31 FEES ESTABLISHED.
(A) Subject to the provisions of this chapter, each and every owner and/or operator of residentially developed property and non-residential developed property shall have imposed upon them a stormwater user fee. The stormwater user fee shall be a monthly service charge and shall be determined by the provisions of this chapter and the applicable equivalent residential unit (ERU) and ERU rate established hereunder, which provisions may be amended from time to time in accordance with the provisions of this chapter or by resolution of the Commission. The established rate shall be contained within the Stormwater Management User Fee Policy. Effective with the initiation of the Storm Water Utility and prior to January 1, 2014, one ERU is equivalent to $5.20. Effective January 1, 2014, the Storm Water Utility rate of one ERU is equivalent to $5.70 or up to 5,400 square feet. Effective January 1, 2015, the effective Storm Water Utility rate will be, one ERU is equivalent to $6.20 or up to 5,400 square feet for the year 2015. Effective January 1, 2016, the effective Storm Water Utility rate will be, one ERU is equivalent to $6.70 or up to 5,400 square feet for the year 2016, and will remain at those rates till further review.

(B) The City Manager shall make recommendations to the Commission to adjust this definition of ERU from time to time by resolution to reflect development trends within the city or further equitably divide the costs of supporting the operation and maintenance of the stormwater system. In adjusting this definition, the Commission shall take into consideration the source of the data from which the subject ERU is to be established, the general acceptance and use of the source on the part of other stormwater systems, and the reliability and general accuracy of the source. The Commission may also utilize information obtained from property tax assessor's rolls or site examination, mapping information, aerial photographs, and other reliable information in order to determine impervious surface areas.

(1) Single-family properties shall be billed on a per unit basis at one ERU per month and duplexes will be billed on a per unit basis of one-half an ERU per month.

(2) The fee for all other properties not specified in division (B)(1) shall be calculated based on the total impervious area of the property divided by the then-effective average impervious area for an ERU multiplied by a rate of one ERU per month at the rate established for an ERU. The impervious area estimate shall be based on ortho-rectified aerial photography and/or as-built plans as approved through the building permit process, or other sources at the discretion of the City Engineer.

(3) Notwithstanding any other provision of this chapter, the STWUD shall assess the need for rate increases and report findings to the Commission.

(C) Rates and charges incurred under this section shall be prepared and collected by the city in accordance with those provisions regulating the preparation and issuance of bills for utility service. The monies collected under this section shall be used expressly for the benefit of the stormwater system.

(D) The Commission shall yearly review the ERU and the fee assessed to determine whether the rate and fee are sufficiently permitting the city to meet the requirements of the NPDES permit issued by the EPA.

(E) A credit program shall be available to non-residential customers only as established by the STWUD.

§ 55.32 COLLECTION.

(A) The billing and collection of stormwater user fees shall be administered by the city utilities billing office. The stormwater user fees for residentially developed properties and non-
residential developed properties shall be billed as frequently as monthly with payment due as of
the date stated in the billing.

(B) For billings and collections administered directly by the city, in the event a partial
payment is received, the payment shall be applied according to established procedures. All bills
for stormwater user fees shall become due and payable in accordance with the rules and
regulations in effect, or subsequently adopted by, the Commission.

(C) All charges not under appeal and not paid within ten days from date of billing shall be
considered delinquent. All charges delinquent shall be subject to penalty and/or interest as
established by Commission and could constitute a lien or an assessment upon the real property
affected from the date charges are incurred as determined by the City Manager or the City
Manager's designee. The City Manager may withhold other services, including water and
electric, until such time as any outstanding charges are paid in full or a payment schedule
acceptable to the City Manager by the delinquent party is agreed to.

(D) The city shall have authority to annually place tax liens on properties in default of fees
required by this chapter. The city shall provide notice of any intended tax liens subject to the
provisions of applicable Ohio law. Removal of the property tax lien will only occur upon full
payment of the stormwater user fees or other payment arrangements approved by the
Commission. In the alternative, the city may take appropriate legal action to collect unpaid
charges.

(E) The threshold for retroactive billing shall be three billing cycles. Omitted or previously
unidentified property containing impervious surface that has not been charged stormwater user
fees may be billed retroactively up to three billing cycles.

§ 55.33 ENTERPRISE FUND REQUIREMENTS.

(A) The Stormwater Utility Fund shall be used for the following purposes:

(1) Acquisition of property by gift, purchase, or condemnation necessary to construct,
operate, and maintain stormwater management facilities.

(2) Costs of administration and implementation of the stormwater management program.

(3) Engineering and design; debt service and related financing expenses; planning and
construction costs for new stormwater facilities; and inspection, enlargement, or improvement of
existing facilities.

(4) Operation and maintenance of the stormwater system, including the monitoring and
inspection of stormwater control devices and facilities.

(5) Water quality monitoring and water quality programs.

(6) Inspection and enforcement activities.

(7) Elected official, appointed official, stakeholder, and general public education and
outreach relating to stormwater.

(8) Billing, revenue collection, and associated administrative costs.

(9) Other activities that are reasonably required to manage and operate the stormwater
system.

(B) Funding for the utility shall include, but not be limited to:

(1) Stormwater user fees;

(2) Direct charges. This charge will be collected from owners, developers or others for the
cost of designing and constructing stormwater facilities and administrative costs and related
expenses where the utility designs and/or constructs or contracts for the construction of such
facilities, including costs associated with abatement procedures undertaken by the utility;
(3) Direct assessment. This charge will be collected from owners/users in localized areas that desire stormwater drainage facilities not considered a part of the regional development or where an improvement is desired ahead of the priority status;

(4) Fees as set forth in this chapter; and

(5) Other income obtained from federal, state, local and private grants or revolving funds.

(C) All revenues generated by or on behalf of the utility including stormwater management service charges and interest earnings on those revenues shall be deposited in the stormwater utility fund and used exclusively for stormwater utility purposes.

(D) When a public improvement is funded by other funds of the city and/or by other agencies or organizations, the utility may assume financial responsibility for any storm drainage improvement costs associated with the overall project.

ENFORCEMENT; APPEALS; NONLIABILITY

§ 55.50 ENFORCEMENT.

The City Manager or his or her designee is authorized to take appropriate legal action to require compliance with this chapter.

§ 55.51 APPEALS.

(A) Any person, firm, corporation, or organization notified of non-compliance with this chapter, who, or that is required to perform monitoring, analyses, reporting and/or corrective actions that is aggrieved by a decision of a City employee or contractor issuing such decision, may appeal the decision in writing to the City Manager within ten days following the effective date of the decision. The appeal must include all necessary documents, including, but not limited to, a survey, all structures or improvements, total property area, impervious area, drainage structures, drainage patterns and any features that contain, retain, or detain storm runoff on their own property, and diminish the quantity of stormwater as handled by the city.

(B) Upon receipt of the request, the City Manager or designee shall request a report and recommendation from the subject city employee or contractor and shall set the matter for administrative hearing at the earliest practicable date.

(C) At the hearing, the City Manager or his designee may hear additional evidence, and may revoke, affirm, or modify the earlier decision. Such decision shall be final, subject to appeal to a court of competent jurisdiction.

(D) The threshold for retroactive credits and adjustments shall be three billing cycles prior to appeal application and/or the date of property owner transfer, with exception to vacant/unimproved or unidentified property that has not been charged stormwater user fees.

§ 55.52 NO LIABILITY.

Floods and stormwater runoff may occasionally occur which exceeds the capacity of the system. This chapter does not imply nor create a duty on the city to insure that property subject to fees and charges established herein will always be free from flooding or flood damage, or that stormwater systems capable of handling all storm events can be cost effectively constructed, operated, or maintained. Nor shall this chapter create a liability on the part of, or cause of action against, the city, or any of their elected officials, officers, or employees for any flood damage or any damage that may result from storms or runoff thereof.

§ 55.99 PENALTY.
Any person, business, or entity found in violation of any provision of this chapter shall be
deemed guilty of a first degree misdemeanor or assessed a civil penalty as stated herein. Each day
such violation is committed or permitted to continue shall constitute a separate offense and shall
be punishable as such hereunder.

SECTION 2. All other sections of Chapter 55 of the Piqua Municipal Code not
amended herein shall remain in effect as is.

SECTION 3. This Ordinance 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
CITY COMMISSION CLERK

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 Kris Lee

Commissioner Dave Short
RESOLUTION NO. R-32-18

A RESOLUTION AWARDING A CONTRACT
FOR THE PURCHASE OF TRANSFORMERS
FOR THE POWER SYSTEM

WHEREAS, the present operations of the City require the purchase of transformers for the Power System; and

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

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

SEC. 1: A contract with Ernco for the purchase of thirty-five (35) transformers is hereby approved as the lowest, responsible bidder for said project and the City Manager is hereby authorized to execute a contract with said bidder pursuant to contract specifications;

SEC. 2: The Finance Director certifies that funds are available and is hereby authorized to draw her warrant from time to time on the appropriate account of the city treasury according to contract terms, not exceeding a total of $73,378.

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>February 20, 2018</th>
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<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A RESOLUTION AWARDING A CONTRACT FOR THE PURCHASE OF TRANSFORMERS FOR THE POWER SYSTEM</td>
</tr>
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</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  
☐ Law Director  
☐ Department Director  
☑ Asst. City Manager/Finance  
☐ Other: Energy Board |

## BACKGROUND

Each year the Power System solicits bids to replenish our transformer inventory. Bids were received from four vendors for transformers of various sizes, voltages, and quantities on January 12, 2018. As is our standard procedure, the bids were evaluated on a present value basis for the total cost to own and operate over a twenty-five year expected life. This evaluation considers not only the initial cost but also the operational cost associated with the transformer core and winding losses.

The lowest and best bids were received from Ermco. Ermco was the successful bidder for thirty-five transformers of various sizes totaling $73,378. The Power System is requesting authorization to purchase thirty-five transformers from Ermco for a not to exceed price of $73,378. The Piqua Energy Board unanimously recommended Piqua City Commission approve this purchase at its regular meeting on January 23, 2018.

## BUDGETING AND FINANCIAL IMPACT

<table>
<thead>
<tr>
<th>Budgeted $:</th>
<th>$80,000</th>
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<tr>
<td>Expenditure $:</td>
<td>$73,378</td>
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<tr>
<td>Source of Funds:</td>
<td>Power System (190-3368)</td>
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| Narrative: | Included in the 2018 Power System budget is $80,000 for distribution transformers.  
Resolution No. R-32-18 has a not to exceed price of $73,378. |
<table>
<thead>
<tr>
<th>OPTIONS</th>
<th>1. Approve Resolution No. R-32-18 awarding a contract to Ermco for the purchase of thirty-five transformers for the Power System at a cost not to exceed $73,378.</th>
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<tbody>
<tr>
<td></td>
<td>2. Do not approve Resolution No. R-32-18 and provide staff with further direction.</td>
</tr>
<tr>
<td>PROJECT TIMELINE</td>
<td>Ermco’s delivery will be made within 8-10 weeks after receipt of order.</td>
</tr>
<tr>
<td>REASON FOR SELECTING CONSULTANT/COMPANY</td>
<td>As is our standard procedure, the bids were evaluated on a present value basis for the total cost to own and operate over a twenty-five year expected life. This evaluation considers not only the initial cost but also the operational cost associated with the transformer core and winding losses. The lowest and best bids were received from Ermco.</td>
</tr>
<tr>
<td>STAFF RECOMMENDATION</td>
<td>Approve Resolution No. R-32-18 awarding a contract to Ermco for the purchase of thirty-five transformers for the Power System at a cost not to exceed $73,378.</td>
</tr>
<tr>
<td>ATTACHMENT</td>
<td>2018 Transformer Bid Summary</td>
</tr>
<tr>
<td>Item No.</td>
<td>Primary Voltage</td>
</tr>
<tr>
<td>----------</td>
<td>----------------</td>
</tr>
<tr>
<td>1</td>
<td>2400/4160 X 7620/13200 W/e</td>
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<tr>
<td>2</td>
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<tr>
<td>7</td>
<td>7620/13200 W/e</td>
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Grand Total: $73,378.00
# Piqua Power System
## Transformer Bid Results

**Date:** 1/18/2018  
**Evaluated By:** Marilyn Hemsworth

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<thead>
<tr>
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<tr>
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<td>Secondary Voltage:</td>
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<td>120/208</td>
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<td>277/480</td>
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<tr>
<td>240/480</td>
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<td>2400/4160</td>
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**Transformer Type:**
- Conventional: X
- Padmount:     
- Single Phase: X
- Three Phase:   

**Quantity:** 5

### Vendor Details

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<th>Vendor</th>
<th>Manufacturer</th>
<th>Purchase Price</th>
<th>Evaluated Cost</th>
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<tr>
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<td>3</td>
<td>PLS</td>
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**Lowest and Best Bid:**
- Vendor: ERMCO
- Total Cost: $4,735.00
# Piqua Power System
## Transformer Bid Results

**Date:** 1/18/2018  
**Evaluated By:** Marilyn Hemsworth

---

**Size:** 25 KVA

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<thead>
<tr>
<th>Primary Voltage:</th>
<th>Secondary Voltage:</th>
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<tbody>
<tr>
<td>2400/4160 X 7620/13200</td>
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**Transformer Type:**

- Conventional: X
- Padmount
- Single Phase: X
- Three Phase

---

**Quantity:** 10

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<td>ABB</td>
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<tr>
<td>PLS</td>
<td>Howard</td>
<td>$1,021.00</td>
<td>$2,606.38</td>
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**Lowest and Best Bid:**

- **Vendor:** ERMCO  
- **Total Cost:** $8,310.00
### Piqua Power System

**Transformer Bid Results**

**Date:** 1/18/2018  
**Evaluated By:** Marilyn Hemsworth

---

**Size:** 37.5 KVA

**Primary Voltage:**
- 2400/4160 X 7620/13200  
- 7620/13200

**Secondary Voltage:**
- 120/240  
- 120/208  
- 277/480  
- 240/480  
- 2400/4160

---

**Transformer Type:**
- Conventional  
- Padmount

- Single Phase  
- Three Phase

---

**Quantity:** 5

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Manufacturer</th>
<th>Purchase Price</th>
<th>Evaluated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>ERMCO</td>
<td>ERMCO</td>
<td>$1,213.00</td>
<td>$3,382.83</td>
</tr>
<tr>
<td>WESCO</td>
<td>ABB</td>
<td>$1,294.00</td>
<td>$3,567.96</td>
</tr>
<tr>
<td>PLS</td>
<td>Howard</td>
<td>$1,655.00</td>
<td>$3,906.24</td>
</tr>
</tbody>
</table>

---

**Lowest and Best Bid:**

- **Vendor:** ERMCO  
- **Total Cost:** $6,065.00
Piqua Power System  
Transformer Bid Results

Date: 1/19/2018  
Evaluated By: Marilyn Hemsworth

---

Size: 37.5 KVA

<table>
<thead>
<tr>
<th>Primary Voltage</th>
<th>Secondary Voltage</th>
</tr>
</thead>
<tbody>
<tr>
<td>2400/4160 X 7620/13200</td>
<td>120/240 X</td>
</tr>
<tr>
<td>7620/13200</td>
<td>120/208</td>
</tr>
<tr>
<td></td>
<td>277/480</td>
</tr>
<tr>
<td></td>
<td>240/480</td>
</tr>
<tr>
<td></td>
<td>2400/4160</td>
</tr>
</tbody>
</table>

---

Transformer Type:

Conventional X  
Padmount

Single Phase X  
Three Phase

---

Quantity: 5

---

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Manufacturer</th>
<th>Purchase Price</th>
<th>Evaluated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 ERMCO</td>
<td>ERMCO</td>
<td>$991.00</td>
<td>$2,856.50</td>
</tr>
<tr>
<td>2 Wesco</td>
<td>ABB</td>
<td>$906.00</td>
<td>$3,026.22</td>
</tr>
<tr>
<td>3 PLS</td>
<td>Howard</td>
<td>$1,311.00</td>
<td>$3,123.13</td>
</tr>
</tbody>
</table>

---

Lowest and Best Bid:

Vendor: ERMCO  
Total Cost: $4,955.00
Piqua Power System  
Transformer Bid Results

Date: 1/19/2018  
Evaluated By: Marilyn Hemsworth

Size: 100 KVA

Primary Voltage:  
2400/4160 X 7620/13200  
7620/13200  

Secondary Voltage:  
120/240  
120/208  
277/480  
240/480  
2400/4160

Transformer Type:  
Conventional  
Padmount

Single Phase  
Three Phase

Quantity: 6

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Manufacturer</th>
<th>Purchase Price</th>
<th>Evaluated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ERMCO</td>
<td>ERMCO</td>
<td>$2,085.00</td>
</tr>
<tr>
<td>2</td>
<td>PLS</td>
<td>Howard</td>
<td>$2,597.00</td>
</tr>
<tr>
<td>3</td>
<td>WESCO</td>
<td>ABB</td>
<td>$2,557.00</td>
</tr>
</tbody>
</table>

Lowest and Best Bid:

Vendor: ERMCO  
Total Cost: $12,510.00
# Piqua Power System
## Transformer Bid Results

**Date:** 1/19/2018  
**Evaluated By:** Marilyn Hemsworth

<table>
<thead>
<tr>
<th>Primary Voltage</th>
<th>Secondary Voltage</th>
</tr>
</thead>
<tbody>
<tr>
<td>2400/4160 X 7620/13200</td>
<td>120/240</td>
</tr>
<tr>
<td>7620/13200</td>
<td>120/208</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>120/240</th>
</tr>
</thead>
<tbody>
<tr>
<td>277/480</td>
<td>X</td>
</tr>
<tr>
<td>240/480</td>
<td></td>
</tr>
<tr>
<td>2400/4160</td>
<td></td>
</tr>
</tbody>
</table>

## Transformer Type:
- Conventional
- Padmount **X**
- Single Phase
- Three Phase **X**

**Quantity:** 1

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Manufacturer</th>
<th>Purchase Price</th>
<th>Evaluated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ERMCO</td>
<td>ERMCO</td>
<td>$4,611.00</td>
</tr>
<tr>
<td>2</td>
<td>WEG</td>
<td>0</td>
<td>$4,067.00</td>
</tr>
<tr>
<td>4</td>
<td>PLS</td>
<td>Howard</td>
<td>$4,471.00</td>
</tr>
<tr>
<td>5</td>
<td>Wesco</td>
<td>ABB</td>
<td>$5,759.00</td>
</tr>
</tbody>
</table>

**Lowest and Best Bid:**

Vendor: ERMCO  
Total Cost: $4,611.00
**Piqua Power System**

**Transformer Bid Results**

<table>
<thead>
<tr>
<th>Date:</th>
<th>1/19/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Evaluated By:</td>
<td>Marilyn Hemsworth</td>
</tr>
</tbody>
</table>

**Size:** 150 KVA

**Primary Voltage:**
- 2400/4160 X 7620/13200
- 7620/13200
  - X

**Secondary Voltage:**
- 120/240
- 120/208
- 277/480
- 240/480
- 2400/4160
  - X

**Transformer Type:**
- Conventional
- Padmount X
- Single Phase
- Three Phase X

**Quantity:** 1

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Manufacturer</th>
<th>Purchase Price</th>
<th>Evaluated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ERMCO</td>
<td>ERMCO</td>
<td>$6,251.00</td>
</tr>
<tr>
<td>2</td>
<td>PLS</td>
<td>Howard</td>
<td>$5,763.00</td>
</tr>
<tr>
<td>3</td>
<td>WEG</td>
<td>0</td>
<td>$5,259.00</td>
</tr>
<tr>
<td>4</td>
<td>Wesco</td>
<td>ABB</td>
<td>$6,858.00</td>
</tr>
</tbody>
</table>

**Lowest and Best Bid:**

Vendor: ERMCO

Total Cost: $6,251.00
# Piqua Power System
## Transformer Bid Results

**Date:** 1/19/2018  
**Evaluated By:** Marilyn Hemsworth

<table>
<thead>
<tr>
<th>Size: 500 KVA</th>
</tr>
</thead>
</table>

### Primary Voltage:
- 2400/4160 X 7620/13200
- 7620/13200

### Secondary Voltage:
- 120/240
- 120/208
- 277/480
- 240/480
- 2400/4160

### Transformer Type:
- Conventional
- Padmount
- Single Phase
- Three Phase

**Quantity:** 1

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Manufacturer</th>
<th>Purchase Price</th>
<th>Evaluated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ERMCO</td>
<td>ERMCO</td>
<td>$9,728.00</td>
</tr>
<tr>
<td>2</td>
<td>PLS</td>
<td>Howard</td>
<td>$12,112.00</td>
</tr>
<tr>
<td>3</td>
<td>WEG</td>
<td>0</td>
<td>$8,373.00</td>
</tr>
<tr>
<td>4</td>
<td>WESCO</td>
<td>ABB</td>
<td>$10,209.00</td>
</tr>
</tbody>
</table>

**Lowest and Best Bid:**

- **Vendor:** ERMCO  
  **Total Cost:** $9,728.00
Piqua Power System
Transformer Bid Results

Date: 1/19/2018  Evaluated By: Marilyn Hemsworth

Size: 1000 KVA

Primary Voltage:
2400/4160 X 7620/13200  X
7620/13200  

Secondary Voltage:
120/240  
120/208  
277/480  X
240/480  
2400/4160  

Transformer Type:
Conventional  
Padmount  X

Single Phase  
Three Phase  X

Quantity: 1

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Manufacturer</th>
<th>Purchase Price</th>
<th>Evaluated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 ERMCO</td>
<td>ERMCO</td>
<td>$16,213.00</td>
<td>$51,105.16</td>
</tr>
<tr>
<td>2 PLS</td>
<td>Howard</td>
<td>$18,063.00</td>
<td>$53,839.05</td>
</tr>
<tr>
<td>3 WEG</td>
<td>0</td>
<td>$12,831.00</td>
<td>$58,229.23</td>
</tr>
<tr>
<td>4 WESCO</td>
<td>ABB</td>
<td>$16,230.00</td>
<td>$60,376.99</td>
</tr>
</tbody>
</table>

Lowest and Best Bid:
Vendor: ERMCO  Total Cost: $16,213.00
RESOLUTION NO. R-33-18

A RESOLUTION AWARDING A CONTRACT
FOR THE PURCHASE OF A GAS TURBINE STARTING ENGINE
FOR THE POWER SYSTEM

WHEREAS, the Power System operates and maintains two combustion turbines as back-up power sources for Piqua electric customers.

WHEREAS, the continued operation of these units provides significant financial benefit to Piqua electric customers.

WHEREAS, maintenance and ongoing reliability of the original equipment, 1965 vintage starting engine for Piqua's W-191 gas turbine is now a concern and has been identified for replacement; and

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

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

SEC. 1: A contract with the West Chester, OH office of Cummins Sales and Service for the purchase of a replacement gas turbine starting diesel is hereby approved as the lowest, responsible bidder for said project and the City Manager is hereby authorized to execute a contract with said bidder pursuant to contract specifications;

SEC. 2: The Finance Director certifies that funds are available and is hereby authorized to draw her warrant from time to time on the appropriate account of the city treasury according to contract terms, not exceeding a total of $40,000.

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>February 20, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A RESOLUTION AWARDING A CONTRACT FOR THE PURCHASE OF GAS TURBINE STARTING ENGINE FOR THE POWER SYSTEM</td>
</tr>
<tr>
<td>SUBMITTED BY</td>
<td>Name &amp; Title: Ed Krieger, Power System Director</td>
</tr>
<tr>
<td></td>
<td>Department: Power System</td>
</tr>
<tr>
<td>AGENDA CLASSIFICATION</td>
<td>□ Consent □ Ordinance □ Resolution □ Regular</td>
</tr>
<tr>
<td>APPROVALS/REVIEWS</td>
<td>□ City Manager □ Asst. City Manager/Finance</td>
</tr>
<tr>
<td></td>
<td>□ Asst. City Manager/Development □ Law Director</td>
</tr>
<tr>
<td></td>
<td>□ Department Director □ Other: Energy Board</td>
</tr>
</tbody>
</table>

### BACKGROUND

The Power System owns and operates two combustion gas turbines, #8GT and #9GT. These units provide Piqua with a back-up power source should the transmission grid go dark. In addition, these units are utilized for shaving the City’s 1CP and 5CP transmission peaks, which provides significant savings to Piqua’s electric customers.

In 2012, Piqua completed a major initiative which upgraded the controls for both #8GT and #9GT to Emerson’s Ovation Software. In addition, Piqua completed a rebuild of #8GT which included repairing the rotor due to a catastrophic failure. In 2016, the thermal block was rebuilt on #9GT and the exhaust and intake structures were replaced. This planned series of improvements has significantly improved the operating reliability of Piqua’s gas turbines.

Planned improvements for Piqua’s #9GT in 2018 include rebuilding the unit’s torque converter, replacing the gas turbine building roof and the replacement of the original, 1965 vintage Allis-Chalmers diesel starting engine. Piqua’s long-time combustion turbine field-service consultant recommended replacing the engine with a Cummins diesel, as the original engine is no longer supported. Jim had managed a similar project for the City of Hamilton and that effort was...
leveraged for Piqua’s planned replacement. Bids were solicited from the competing regional Cummins Sales and Service offices.

Competitive bids were received on February 7, 2018 with the lowest bid received from the Cummins West Chester, OH Sales and Service office. The Power System is requesting authorization to purchase the replacement gas turbine starting engine from the Cummins West Chester, OH Sales and Service office for a not to exceed price of $40,000, which includes contingency. The Piqua Energy Board unanimously recommended Piqua City Commission approve this purchase at its regular meeting on January 23, 2018.

<table>
<thead>
<tr>
<th>BUDGETING AND FINANCIAL IMPACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Budgeted $:</td>
</tr>
<tr>
<td>Expenditure $:</td>
</tr>
<tr>
<td>Source of Funds:</td>
</tr>
<tr>
<td>Narrative:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OPTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Approve Resolution No. R-33-18 awarding a contract to Cummins Sales and Service (West Chester, OH) for the purchase of gas turbine starting engine for the Power System at a not to exceed cost of $40,000.</td>
</tr>
<tr>
<td>2. Do not approve the Resolution and provide staff with further direction</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PROJECT TIMELINE</th>
</tr>
</thead>
<tbody>
<tr>
<td>This gas turbine starting engine will be placed on order shortly after approval in order to meet a June 1, 2018 in-service requirement.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>REASON FOR SELECTING CONSULTANT/COMPANY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Piqua’s long-time combustion turbine field-service consultant, Jim Vines had recommended replacement of the starting engine on Piqua’s W-191 gas turbine in conjunction with the planned torque converter rebuild on the same unit. The original equipment, 1965 vintage Allis-Chalmers engine is no longer supported and replacement parts are difficult, if not impossible to acquire.</td>
</tr>
<tr>
<td>Jim had worked on a similar successful project on a sister unit in the City of Hamilton, replacing the vintage Allis-Chalmers unit with a Cummins diesel engine. After much research and due diligence, the Piqua Power System staff recommends utilizing the same replacement engine to ensure compatibility. Cummins has a network of Sales and Service offices in the Midwest who compete for engine sales.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>STAFF RECOMMENDATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approve Resolution No. R-33-18 awarding a contract to Cummins Sales and Service (West Chester, OH) for the purchase of a gas turbine starting engine for the Power System at a not to exceed cost of $40,000.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ATTACHMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gas Turbine Starting Engine Bid Summary</td>
</tr>
</tbody>
</table>
IFB # 1807
Gas Turbine Starting Engine
Opened 2/7/18 at 2:00 p.m.

<table>
<thead>
<tr>
<th></th>
<th>Cummins Sales &amp; Service</th>
<th>Cummins Sales &amp; Service</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>West Chester, OH</td>
<td>Pittsburgh, PA</td>
</tr>
<tr>
<td>Total cost of a new Cummins Diesel Gas Turbine Starting Engine per bid specifications</td>
<td>$ 34,320.00</td>
<td>$ 35,100.00</td>
</tr>
<tr>
<td>Date by which unit delivered</td>
<td>77 days</td>
<td>77 days</td>
</tr>
</tbody>
</table>

Bid package was mailed to 8 different Cummins dealers
RESOLUTION NO. R-34-18

A RESOLUTION AWARING A CONTRACT
FOR THE PURCHASE OF UTILITY POLES
FOR THE POWER SYSTEM

WHEREAS, the present operations of the City require the purchase of utility poles for the Power System; and

WHEREAS, McWane Poles is the sole manufacturer of ductile iron utility poles in North American; and

WHEREAS, ductile iron utility poles have been identified as an advantageous alternative for the DP&L electric facility relocation project associated with the City of Piqua’s Riverfront Redevelopment Plan; and

WHEREAS, the City of Piqua has determined that advertisement of bids would not be of any material benefit to the city due to lack of additional North American manufacturers of ductile iron utility poles pursuant to City Charter Section 34.19 (E).

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 with McWane Poles for the purchase of ductile iron utility poles is hereby approved and the City Manager is authorized to execute a contract pursuant to contract specifications;

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 according to contract terms, not exceeding a total of $75,000.

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

MEETING DATE
February 20, 2018

REPORT TITLE
A RESOLUTION AWARDING A CONTRACT FOR THE PURCHASE OF UTILITY POLES FOR THE POWER SYSTEM

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/Finance
☐Asst. City Manager/Development
☐Law Director
☐Department Director
☐Other: Energy Board

BACKGROUND
Power System staff have been working on various initiatives related to the elimination of DP&L facilities in Piqua to improve aesthetics and enhance safety, both for Piqua residents and City employees. Power System staff have secured DP&L's approval to relocate existing electric facilities that are located along the City's waterways and currently impede Piqua's ability to develop the Riverfront along Lock 9 Park.

Power System employees have begun the relocation of DP&L facilities from S.R. 36 south on Troy-Sidney Road to Statler Road and will be constructing a joint-use distribution line from the intersection of Troy-Sidney and Statler Roads west to Piqua-Troy Road. After review of alternative construction options for this joint-use line, DP&L and Piqua staff have identified ductile-iron distribution poles as the preferred option for construction.

McWane ductile iron poles are virtually maintenance free with a 75 to 100-year expected life, thus possessing a lower life cycle cost than alternative material poles. The poles are made of over 90 percent recycled material and offer a unique combination of high value, incredible strength, light weight, durability, flexibility and will not deteriorate like wood and concrete alternatives.
The proposed joint-use line requires a high-strength structure, due to the double-circuit construction requirement. In addition, the route takes it across a railroad and I-75 where strength is paramount. Finally, much of the line is located in low-lying ditches where having a structure that is impervious to decay is advantageous.

McWane Poles is the sole North American provider of ductile iron utility poles. McWane Poles are willing to sell directly to Piqua, thus avoiding any mark-ups through available competing distribution providers. The Piqua Energy Board unanimously recommended Piqua City Commission approve this purchase at its regular meeting on January 23, 2018.

<table>
<thead>
<tr>
<th>BUDGETING AND FINANCIAL IMPACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Budgeted $: $87,500</td>
</tr>
<tr>
<td>Expenditure $: $75,000</td>
</tr>
<tr>
<td>Source of Funds: Power System (401-000-190-3364)</td>
</tr>
<tr>
<td>Narrative: The Power System has budgeted for the completion of two significant projects to support the City’s Riverfront Development efforts in the area of Lock Nine Park. The relocation of DP&amp;L facilities currently located along the City’s waterways is the first of two Power System projects required to allow the Riverfront Development project to move forward.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OPTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Approve Resolution No. R-34-18 awarding a contract to McWane Poles for the purchase of ductile iron utility poles at a not to exceed cost of $75,000.</td>
</tr>
<tr>
<td>2. Do not approve the Resolution and provide staff with further direction</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PROJECT TIMELINE</th>
</tr>
</thead>
<tbody>
<tr>
<td>The utility poles have a lead time of 9 weeks and will be placed on order shortly after approval in order to meet an August, 2018 project in-service date.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>REASON FOR SELECTING CONSULTANT/COMPANY</th>
</tr>
</thead>
<tbody>
<tr>
<td>McWane Poles is the sole manufacturer of ductile utility poles in North American, with a local manufacturing facility in Coshocton, Ohio. McWane Poles is willing to sell directly to Piqua, thus avoiding any mark-ups from available competing distribution providers.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>STAFF RECOMMENDATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approve Resolution No. R-34-18 awarding a contract to McWane Poles for the purchase of ductile iron utility poles at a not to exceed cost of $75,000.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ATTACHMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>McWane Poles Quotation (2-2-18)</td>
</tr>
</tbody>
</table>
**McWane Poles**  
A Division of McWane, Inc.  
2266 South Sixth St.  
Coshocton, Ohio 43812  
P: 740-622-6651  
F: 740-662-8551

| Customer: | Piqua Municipal Power System  
c/o Jared Bassett | Quote Number: | 130412 |
| Ship To: | Piqua, Ohio | Date: | 02/02/2018 |
| | | Quote Expires: | 03/01/2018 |

<table>
<thead>
<tr>
<th>Part No.</th>
<th>Description</th>
<th>Standard Weight</th>
<th>Max Tip Load</th>
<th>Qty</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
</table>
| C2055W   | 55' Class 2 - Weathered Finish  
Includes 40 holes or 20 through holes, 2 rivet nuts or threaded holes, and embed coating to 1' above ground line.  
OPTIONS  
1 — HDPE Flat Cap | 1824 | 2.405 | 8 | $1,543.40 | $12,347.20 |
| C2050W   | 50' Class 2 - Weathered Finish  
Includes 40 holes or 20 through holes, 2 rivet nuts or threaded holes, and embed coating to 1' above ground line.  
OPTIONS  
1 — HDPE Flat Cap | 1530 | 2.405 | 35 | $1,377.30 | $48,205.50 |
| C2060W   | 60' Class 2 - Weathered Finish  
Includes 40 holes or 20 through holes, 2 rivet nuts or threaded holes, and embed coating to 1' above ground line.  
OPTIONS  
1 — HDPE Flat Cap | 2055 | 2.405 | 4 | $1,806.50 | $7,226.20 |

**Total: $67,778.94**

- **Delivery Lead Time:** 9 WKS  
- **Freight Expense:** Prepaid Allowed  
- **Freight Arrangements:** FOB: Destination  
- **Payment Terms:** Net 30 Days  
- **Plant of Origin:** Coshocton, OH  
- **Quotation From:** Shelby Lahna  
- **Sales Associate:**

**Notes:**

McWane Poles are designed and manufactured to wood pole equivalency, "Grade B" construction. Prices are subject to change without notice.

The MCWANE, INC. Terms and Conditions of Sale, found at [www.mcwane.com](http://www.mcwane.com) under the Terms and Conditions tab ("Online Terms and Conditions"), including but not limited to all warranties, disclaimers of implied warranties and limitations on liability, are incorporated herein by this reference. Each party agrees that all sales of Goods by McWane, Inc., including its divisions, ("Seller") to Buyer are governed by the Online Terms and Conditions which supersede any other or inconsistent terms of Buyer or Seller. Each party agrees that the Online Terms and Conditions will also govern all sales of Goods to Buyer by any McWane, Inc., subsidiary, affiliate or division, in which case such subsidiary, affiliate or division will be the "Seller" under this Agreement (unless otherwise agreed in writing by such subsidiary, affiliate or division). Buyer acknowledges that the Online Terms and Conditions are subject to change from time to time and the parties agree that each sale of Goods will be governed by the version of the Online Terms and Conditions available at the time of Seller's acceptance of an order for such Goods.

[www.mcwane poles.com](http://www.mcwane poles.com)  
McWane Poles
RESOLUTION NO. R-35-18

A RESOLUTION AUTHORIZING A PURCHASE ORDER TO SHERRY, CHRYSLER, DODGE, JEEP, INC. FOR TWO SPORT UTILITY VEHICLES FOR THE FIRE DEPT.

WHEREAS, two new Sport Utility Vehicles are needed as part of the capital replacement plan for the City's Fire Department; and

WHEREAS, properly advertised, competitive, sealed bids were opened on February 2, 2018 and the bid results are attached hereto as Exhibit A; and

WHEREAS, Sherry, Chrysler, Dodge, Jeep, Inc. was the most responsive bidder for the City of Piqua Fire Dept.; 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 for Sherry, Chrysler, Dodge, Jeep, Inc. as provider for these two 2018 Special Service Dodge Durangos;

SEC. 2: The Finance Director is hereby authorized to draw her warrants from time to time on the appropriate account of the City treasury in payment according to terms, not to exceed $54,754.00 from Fire Dept. (106-009) funds and said funds are available;

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**
February 20, 2018

**REPORT TITLE**
A RESOLUTION AUTHORIZING A PURCHASE ORDER TO
SHERRY, CHRYSLER, DODGE, JEEP, INC. FOR TWO
SPORT UTILITY VEHICLES FOR THE FIRE DEPT.

**SUBMITTED BY**
Name & Title: Brent Pohlschneider - Chief
Department: Fire

**AGENDA CLASSIFICATION**
- [ ] Consent
- [ ] Ordinance
- [x] Resolution
- [ ] Regular

**APPROVALS/REVIEWS**
- [x] City Manager
- [x] Asst. City Manager/Finance
- [ ] Law Director
- [ ] Asst. City Manager/Development
- [ ] Department Director;
- [ ] Other:

**BACKGROUND**
Our capital replacement plan, allowed for replacement of F11 (2005 Ford) and F18 (1995 Chevrolet Blazer) during 2018. These vehicles are both 13+ years old and have been selected for replacement due to ongoing maintenance issues. F18 was already sold due to it’s age and cost of repair.

We obtained bids for two sport utility vehicles and those results are attached as Exhibit A. Sherry’s gave us a bid on a Special Service Dodge Durango. This cost is slightly more than an SXT model, but is well worth the additional funds up front. These Special Service vehicles will have heavier duty brakes, cutting down on future maintenance costs. They also come with a heavier duty alternator of 220 amps. vs. 180 which is better for all the electronic devices we have running at any one time. They will also come with wiring access for a light bar.

**BUDGETING AND FINANCIAL IMPACT**
- Budgeted $: $80,000.00
- Expenditure $: $54,754.00
- Source of Funds: City of Piqua Fire Dept. Fund 106-009-836-8805

**OPTIONS**
1. Approve the Resolution R-35-18
2. Deny the Resolution R-35-18 and direct staff on how to proceed

**PROJECT TIMELINE**
We should have the new vehicles by 6/15/18

**STAFF RECOMMENDATION**
I recommend approval of the resolution – The Fire Department
requested in our 2018 budget process to replace two older sport utility
vehicles and this was approved. This bid was done in accordance with
our purchasing requirements. Our recommendation is to purchase these
two new Special Service Dodge Durangos from Sherry, Chrysler,
Dodge, Jeep, Inc.

<table>
<thead>
<tr>
<th>REASON FOR SELECTING CONSULTANT/COMPANY</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Sherry, Chrysler, Dodge, Jeep, Inc. bid for the Special Service Sport Utility vehicles will serve the Fire Dept. well for many years to come. We appreciate being able to buy these trucks locally.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ATTACHMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exhibit A is the bid tabulation for IFB #1806</td>
</tr>
</tbody>
</table>
## Exhibit A

<table>
<thead>
<tr>
<th>Vehicle #1</th>
<th>Year/Make</th>
<th>Price</th>
<th>Year/Make</th>
<th>Price</th>
<th>Year/Make</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sport Utility Vehicle</td>
<td>2018 Ford Expedition</td>
<td>$38,299.00</td>
<td>2018 Dodge Durango</td>
<td>$28,382.00</td>
<td>2018 Dodge Durango</td>
<td>$25,552.00</td>
</tr>
<tr>
<td></td>
<td>SSV</td>
<td></td>
<td>Special Service</td>
<td>SXT AWD</td>
<td>Special Service</td>
<td>SXT AWD</td>
</tr>
<tr>
<td>EPA Estimated Mileage</td>
<td>17/22</td>
<td></td>
<td>18/25</td>
<td></td>
<td>18/25</td>
<td></td>
</tr>
<tr>
<td>Delivery Date</td>
<td>90 days</td>
<td>5/15/2018</td>
<td>6/15/2018</td>
<td>5/23/2018</td>
<td>90-120 days</td>
<td></td>
</tr>
<tr>
<td>Options:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Remote start (we are not choosing this option)</td>
<td>$367.00</td>
<td>$410.00</td>
<td>$410.00</td>
<td>$210.00</td>
<td>not available</td>
<td></td>
</tr>
<tr>
<td>Remove 3rd row seating if it doesn’t lay flat</td>
<td>$816.00</td>
<td>none</td>
<td>none</td>
<td>n/a</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>Back up alarm</td>
<td>$160.00</td>
<td>Included with back up camera</td>
<td>$185.00</td>
<td>$110.00</td>
<td>$189.00</td>
<td>Included</td>
</tr>
<tr>
<td>Towing package with tow capacity of over 5,000 lbs.</td>
<td>Included</td>
<td>$995.00</td>
<td>$995.00</td>
<td>$896.00</td>
<td>$67.00</td>
<td></td>
</tr>
<tr>
<td>Delivery Fee to Plaza</td>
<td>Included</td>
<td>none</td>
<td>none</td>
<td>Included</td>
<td>Included</td>
<td></td>
</tr>
<tr>
<td>Total Price of SUV with Options:</td>
<td>$36,304.00</td>
<td>$27,377.00</td>
<td>$20,732.00</td>
<td>$29,023.00</td>
<td>$27,456.00</td>
<td></td>
</tr>
<tr>
<td>Grand Total for Two SUV's</td>
<td>$76,608.00</td>
<td>$54,754.00</td>
<td>$63,464.00</td>
<td>$58,046.00</td>
<td>$54,800.00</td>
<td></td>
</tr>
</tbody>
</table>

- Red-Line color available
- Octane Red
- Compliment free rustproofing included at $400/each vehicle
- Red-Line color available
- Red-Line color available
RESOLUTION NO. R-36-18

A MORAL OBLIGATION TO PAY HEYNE CONSTRUCTION INC. FOR EMERGENCY STRUCTURAL REPAIR SERVICES PERFORMED AT THE FORT PIQUA PLAZA

WHEREAS, structural issues have been identified in the ceiling of the banquet center at the Fort Piqua Plaza; and

WHEREAS, due to the nature and use of the existing facility, it was determined to begin these repairs immediately; and

WHEREAS, Heyne Construction Inc. is an experienced and qualified contractor and is currently completing a project for the City; and

WHEREAS, Piqua Municipal Code Section 34.19 of the Piqua Municipal Code, section (B) exempts public bidding where in unforeseen emergencies, delay would result in the interruption of or detriment to the delivery of public services, as determined by the City Manager; and

WHEREAS, due to the extent of the repairs needed, the City Manager entered into a contract with Heyne Construction Inc. to ensure the necessary repairs are completed in a timely manner.

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

SEC. 1: The City Manager had authority to enter into a contract with Heyne Construction Inc. for emergency structural repairs at the Fort Piqua Plaza and as such there is a moral obligation to pay pursuant to the terms of the attached contract for the work completed.

SEC. 2: The requirement of Piqua Municipal Code Section 34.19(B) of the Piqua Municipal Code is satisfied waiving the requirement of public bidding, for the reason that an inspection of this facility uncovered structural integrity issues and in this unforeseen emergency, delay by bidding would result in the interruption of or detriment to the delivery of public services, as determined by the City Manager.

SEC. 3: 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 in the amount of $60,000.00.

__________________________
KATHRYN B. HINDS, MAYOR

PASSED: ______________________

ATTEST:

__________________________
REBECCA J. COOL
CLERK OF COMMISSION

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>February 20, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A moral obligation to pay Heyne Construction Inc. for emergency structural repair services performed at the Fort Piqua Plaza.</td>
</tr>
<tr>
<td>SUBMITTED BY</td>
<td>Name &amp; Title: Amy L. Havenar, P.E., City Engineer</td>
</tr>
<tr>
<td>Department:</td>
<td>Engineering</td>
</tr>
<tr>
<td>AGENDA CLASSIFICATION</td>
<td>□ Consent □ Ordinance ☒ Resolution □ Regular</td>
</tr>
<tr>
<td>APPROVALS/REVIEWS</td>
<td>☒ City Manager □ Asst. City Manager/Finance</td>
</tr>
<tr>
<td>□ Asst. City Manager/Development □ Law Director</td>
<td></td>
</tr>
<tr>
<td>□ Department Director □ Other:</td>
<td></td>
</tr>
<tr>
<td>BACKGROUND</td>
<td>While reviewing the fire suppression system in the ceiling above the banquet room at the Fort Piqua Plaza recently, we noticed significant cracks in the beams throughout this area. These beams were not replaced as a part of the renovation project. While we are unable to determine whether these cracks have developed recently, or have been there for a while, now that they were brought to our attention, it is critically important to complete a swift repair.</td>
</tr>
<tr>
<td></td>
<td>We met with a contractor who is currently doing work for the City and is available, Heyne Construction Inc., to go over the scope of repairs. They in turn put together a price proposal based upon recommendations from our field analysis.</td>
</tr>
<tr>
<td></td>
<td>After reviewing the proposal, it was determined that the proposed costs were in line with what the repair work should cost. In addition, Heyne Construction Inc. was at a point in their schedule that they were able to begin the work immediately.</td>
</tr>
<tr>
<td>BUDGETING AND FINANCIAL IMPACT</td>
<td>Budgeted$: $0</td>
</tr>
<tr>
<td>Expenditure$: $60,000 (includes a 10% contingency)</td>
<td></td>
</tr>
<tr>
<td>Source of Funds: 410-137-882-7204 Plaza Building Repairs</td>
<td></td>
</tr>
<tr>
<td>Narrative:</td>
<td></td>
</tr>
<tr>
<td>OPTIONS</td>
<td>1. Approve the resolution to pay Heyne Construction Inc. for the structural repair work at the Fort Piqua Plaza.</td>
</tr>
<tr>
<td>2.</td>
<td></td>
</tr>
<tr>
<td>PROJECT TIMELINE</td>
<td>The work is underway and is expected to be completed by the first week in April, depending on the facility rental schedule.</td>
</tr>
<tr>
<td>STAFF RECOMMENDATION</td>
<td>Approve the resolution to pay Heyne Construction Inc. for the structural repair work at the Fort Piqua Plaza.</td>
</tr>
<tr>
<td>----------------------</td>
<td>-------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>REASON FOR SELECTING CONSULTANT/COMPANY</td>
<td>Heyne Construction Inc. has the knowledge and the expertise in building construction. They are currently working on the renovations to the Public Works Administration Building so they were in the area and were able to mobilize quickly to begin this repair work.</td>
</tr>
<tr>
<td>ATTACHMENTS</td>
<td>Exhibit A -- Agreement</td>
</tr>
</tbody>
</table>
EXHIBIT A

AGREEMENT

This Agreement is hereby entered into this 26TH day of JANUARY 2018 between the City of Piqua, a municipal corporation in the State of Ohio ("City") and Heyne Construction Inc. ("Contractor") for the services as agreed to herein.

WHEREAS, the City of Piqua desires to enter into a service agreement for the emergency repairs to the structural beams located in the ceiling of the banquet room in the Fort Piqua Plaza; and

WHEREAS, this project is deemed an emergency repair and was not bid as per the Piqua Codified Ordinance Section 34.19, Exceptions, B; and

WHEREAS, large cracks have been observed in the existing structural beams above the dome of the banquet room and need to be reinforced and secured; and

WHEREAS, Heyne Construction Inc. was the most qualified contractor with their extensive knowledge in building construction; and

WHEREAS, this Agreement confirms the terms between the parties as substantially set out in the attached Scope of Work;

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

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

   2. Contractor: Contractor is Heyne Construction Inc., an Ohio Corporation, which is the provider of the services contracted for by way of this Agreement.

II. SCOPE OF SERVICES
    See attached Exhibit A.

III. COMPENSATION
    See attached Proposal for contract costs. All invoices shall contain the City Purchase Order number (PO#). Failure to include PO# will prevent timely payment in accordance with the terms of this Agreement and will not subject the City to the Contractor's finance charge for a late payment. Payment will be made to Contractor within 30 days of receipt of invoice.

Any questions regarding procedure for payment may be directed to the Department of Finance, 201 W. Water St., Piqua, Ohio 45356.
IV. LAW AND TERMS OF AGREEMENT

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

2. Compliance With Laws and Policies:
This Agreement is subject to and Contractor shall comply with all statutes, ordinances, regulations, and rules of the Federal Government, the State of Ohio, the County of Miami and the City of Piqua. It is to be noted that this contract was exempted from public bidding requirements pursuant to Piqua Codified Ordinance 34.19(B).

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

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

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

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

7. Hold Harmless and Indemnification:
For Liability for Non-Professional Claims: The Contractor shall protect, defend, indemnify and hold harmless the City of Piqua, its officers, agents, elected officials, employees, elected officials and volunteers, from any and all loss, claims, expenses, actions, causes of action, damages and obligations, financial or otherwise, including attorney fees and legal expenses, arising from any and all acts of the Contractor, its agents, employees, licensees, or invitees, that result in injury to persons or damage to property.
For Liability for Professional Claims: To the fullest extent permitted by law, with respect to professional liability claims, the Contractor shall indemnify and hold harmless the City of Piqua, its officers, agents, elected officials, employees and volunteers from and against all claims, costs, damages, losses, fines, penalties, and expenses (including attorneys fees and legal expenses) arising out of the negligent performance of professional services hereunder.

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

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

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

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

To the City of Piqua: 
Amy L. Havenar, P.E.
201 W. Water Street
Piqua, Ohio 45356

To Heyne Construction Inc.:
Jeff Heyne
199 N. Ohio St. PO Box 109
Minster, OH 45865-0109

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

11. Audit:
At any time the City shall have the right to request an audit of the Contractor's records to determine compliance with the terms of this Agreement. Upon such
request by the City, the Contractor shall permit inspection of its records within two (2) days. Failure to comply with the City's request for an audit shall be cause for the City to withhold payment for services until the audit takes place and the City is able to obtain the information to satisfy compliance with the terms of this Agreement.

12. Assignment:
This Agreement shall not be assigned without the express written approval of the City of Piqua. Failure to secure the City's approval prior to assignment of this Agreement shall be cause for termination of this Agreement with any and all costs and damages being assessed to the Contractor.

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

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

15. Term:
The term of this Agreement shall be for the duration of the project, as needed, beginning from the date of execution of this Agreement. Said term is non-renewing.

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

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

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

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

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

A disclosure shall not be considered a breach of this Agreement if disclosure is required by law, government agency, or valid court order or subpoena, and the Contractor provides prompt prior written notice thereof to the City of Piqua. The City of Piqua may seek a protective order or otherwise oppose such disclosure at its own expense.

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

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

The City accepts deliverables, reports, plans, specifications, logs, calculations, estimates, and test data, including electronic media, as instruments of professional service. All such material shall become the sole and exclusive property of the City of Piqua upon final payment to the Contractor as provided herein. Materials are not intended or represented to be suitable for reuse for any purpose other than as specified in the Scope of Service under this Agreement. In the case of any discrepancy between any electronic files and hard copies of the drawings, hard copies shall control.
20. **Warranty:**
The Contractor warrants that the service to be provided by it hereunder will be performed in good, timely, and professional manner by qualified staff and in accordance with generally accepted industry standards.

V. **SIGNATURE**

The parties enter into this Agreement this 26th day of January, 2018, as executed and witnessed in accordance with the below signatures.

**CITY OF PIQUA**
By: Gary A. Huff
City Manager

**CONTRACTOR**
By: Jeff Heyne
Heyne Construction Inc.

Witness:

Witness:

Approved as to form:

Stacy M. Wall, Law Director
EXHIBIT A

HEYNE CONSTRUCTION INC

General Contractors
199 N OHIO ST, P O BOX 109
MINSTER OH 45856-0100
Phone (419) 628-3600  Fax (419) 628-4003
jeff@heyneconstruction.com

DATE  January 25, 2018
Quotation valid: 30 days
Prepared by: Jeff Heyne

City of Piqua
Job Name: Fort Piqua Banquet Center
Job Location: 308 N. Main Street, Piqua, OH

<table>
<thead>
<tr>
<th>Description</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>FORT PIQUA BANQUET CENTER: Time and Material, Not to Exceed Proposal</td>
<td>$80,000.00</td>
</tr>
<tr>
<td>Provide labor, material, tools, &amp; equipment to reinforce structural beams</td>
<td></td>
</tr>
<tr>
<td>above the dome of the banquet room.</td>
<td></td>
</tr>
<tr>
<td>Temporary lighting.</td>
<td></td>
</tr>
<tr>
<td>Install plywood walkways and misc. lumber necessary for beam work.</td>
<td></td>
</tr>
<tr>
<td>Walkways to remain at completion.</td>
<td></td>
</tr>
<tr>
<td>Install steel plates on both sides of splitting/cracking structural beams</td>
<td></td>
</tr>
<tr>
<td>with all thread rods bolted through sandwiching the beam together to</td>
<td></td>
</tr>
<tr>
<td>prevent further splitting/cracking of the beams.</td>
<td></td>
</tr>
<tr>
<td>Appx 300 steel plates 3/4&quot; thick x 10&quot; x 16&quot; every 4' on center.</td>
<td></td>
</tr>
<tr>
<td>Each plate is to have 4 holes for 3/4&quot; all thread rods with washers and</td>
<td></td>
</tr>
<tr>
<td>nuts. Appx 600 all threads.</td>
<td></td>
</tr>
<tr>
<td>All materials are to go through the 2' x 2' access door into the attic.</td>
<td></td>
</tr>
<tr>
<td>Prevailing wages are included.</td>
<td></td>
</tr>
<tr>
<td>If prevailing wage is not required: Deduct $5,000.00</td>
<td></td>
</tr>
<tr>
<td>Steel Lead Time: 2-3 weeks  Construction Duration: 4-6 weeks</td>
<td></td>
</tr>
<tr>
<td>Not Included: Plans, permits, bond, builder's risk insurance, fire</td>
<td></td>
</tr>
<tr>
<td>suppression repairs, plaster repairs, or patching.</td>
<td></td>
</tr>
<tr>
<td>We propose hereby to furnish material and labor - complete in accordance</td>
<td></td>
</tr>
<tr>
<td>with above specifications, for the sum of: $80,000.00</td>
<td></td>
</tr>
<tr>
<td>Payment is to be made as follows:</td>
<td></td>
</tr>
<tr>
<td>Net due 30 days following receipt of Invoice, 1 1/2% per month service</td>
<td></td>
</tr>
<tr>
<td>charge thereafter.</td>
<td></td>
</tr>
</tbody>
</table>

Authorized Signature: [Signature]

Acceptance of Proposal - The above prices, specifications and conditions are satisfied, and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: 1-31-18  Signature: [Signature]