REGULAR PIQUA CITY COMMISSION MEETING
TUESDAY, JULY 17, 2018
6:00 PM
COMMISSION CHAMBER – 2ND FLOOR
201 WEST WATER STREET - PIQUA, OHIO 45356

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 July 3, 2018 Regular City Commission Meeting

NEW BUSINESS

2. RES. NO. R-101-18
   A Resolution authorizing a purchase order to Compass Minerals America Inc. for the purchase of road salt for the Street Department

3. RES. NO. R-102-18
   A Resolution awarding a contract to Tree Care Inc. for the 2018 Annual Tree Removal, Pruning and Emergency Tree Removal

4. RES. NO. R-103-18
   A Resolution authorizing the City Manager to enter into an agreement with LJB Inc. for the Environmental Services for the Great Miami River Trail Bridge project

5. RES. NO. R-104-18
   A Resolution authorizing the disposition of part of Inlot No. 9042

6. RES. NO. R-105-18
   A Resolution to Quit Claim Deed City Interests in part of Inlots 581, 582 and 583

7. RES. NO. R-106-18
   A Resolution requesting consent to award a contract to Environmental Assurance Company, Inc. for the Former Mo’s Lounge Asbestos Abatement Project

8. RES. NO. R-107-18
   A Resolution of authorization to submit an application for Ohio Public Works Commission State Capital Improvement and Local Transportation Improvement Program(s) and to execute contracts as required for the Catch Basin Replacement project

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
   ➤ STAUNTON SOLAR PROJECT UPDATE- MR. ED KRIEGER, POWER DIRECTOR

COMMISSIONERS COMMENT

ADJOURNMENT
MINUTES
PIQUA CITY COMMISSION
Tuesday, July 3, 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.

EXECUTIVE SESSION

IN ACCORDANCE WITH CHARTER SECTION 4(B) TO CONSIDER IMMINENT OR PENDING LITIGATION REGARDING A GRIEVANCE FILED BY LOCAL NO. 984, OHIO COUNCIL 8, AFSCME

Motion made by Commissioner Vogt to adjourn to executive session at 6:10 P.M.; motion seconded by Commissioner Martin; motion was carried unanimously.

Motion made by Commissioner Martin to adjourn from executive session at 6:20 P.M.; motion seconded by Commissioner Lee; motion was carried unanimously.

CONSENT AGENDA

APPROVAL OF MINUTES

Approval of the Minutes from the June 19, 2018 Regular City Commission Meeting

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

NEW BUSINESS

RESOLUTION NO. R-98-18 (PUBLIC HEARING)

A RESOLUTION ACCEPTING FOR STATUTORY PURPOSES A BUDGET FOR THE CALENDAR YEAR 2019

Cynthia Holtzapple, Finance Director, spoke stating the 2019 county tax budget was prepared based upon information that was provided by the individual departments and city administration. As you recall, this is a requirement of the city and the county under the state statutory requirements. The total 2019 tax budget is projected to be approximately 152 million; an increase of approximately 12.1 million, or 8.6 percent more than the 2018 projected budget, due mostly to several major projects in the utility area, in particular the Wastewater and enhancements to that project. Also, as a reminder, this is a requirement of the state and in no way impacts the normal city process for their budget and that process will begin in September on a normal basis.

No one came forward to speak for or against Resolution No. R-98-18.

Motion was made by Commissioner Martin to adopt Resolution No. R-98-18; motion seconded by Commissioner Vogt; motion was carried unanimously and Mayor Hinds declared Resolution No. R-98-18 passed.
RESOLUTION NO. R-99-18

A RESOLUTION REPEALING SECTION 3 OF RESOLUTION NO. R-49-18

Law Director Stacy Wall spoke stating the city has a Collective Bargaining Agreement with the Blue Collar AFSCME group, effective 2017 through 2019. As part of that Collective Bargaining Agreement, the city was to conduct a compensation study. That study was completed and the city asked that this commission approve Resolution No. R-49-18 on April 3rd of this year. That Resolution adjusted certain positions in the electric department, as well as froze certain positions from any increases in the Contract. As a result of that action, the union filed a grievance on the compensation study, which resulted in the city and the union participating in mediation. The parties have entered into a Memorandum of Understanding resolving the grievance, as well as any issues with the compensation study. The terms of that Memorandum of Understanding require the repeal of Section III of that Resolution approved on April 3, 2018, so the positions frozen in that Section can participate in the terms of the Memorandum of Understanding.

PUBLIC COMMENT

No one came forward to speak for or against Resolution No. R-99-18.

Motion made by Commissioner Lee to adopt Resolution No. R-99-18; seconded by Commissioner Short; motion was carried unanimously; Mayor Hinds declared Resolution No. R-99-18 adopted.

RESOLUTION NO. R-100-18

A RESOLUTION APPROVING AN AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT WITH LOCAL NO. 984 AND OHIO COUNCIL 8, AFSCME (BLUE COLLAR)

Law Director Wall spoke stating this Resolution is the Resolution that accepts the terms of the Memorandum of Understanding and will resolve the terms of the grievance and anything involving the compensation study. The terms of the Memorandum of Understanding allow for an equity adjustment for the positions only in the top step of the wage scales that are attached to the Contract. Attached to the Memorandum of Understanding are those wage scales showing the equity adjustments for 2018 and 2019. Not all positions are adjusted in 2018 because some are frozen, including all of the electric positions that were previously adjusted.

PUBLIC COMMENT

No one came forward to speak for or against Resolution No. R-100-18.

Motion made by Commissioner Martin to adopt Resolution No. R-100-18; seconded by Commissioner Vogt; motion was carried unanimously; Mayor Hinds declared Resolution No. R-100-18 adopted.

CITY MANAGER'S REPORT

City Manager Gary Huff spoke stating the construction of the health and sanitation facility is being delayed at the present time due to the cost of steel.

Also, encouraged all to come to the Piqua 4th Fest; efforts and adjustments are being made to offer relief from the heat, and, of course, fireworks at 10:00 P.M.

Last of all, Justin Sommer, Assistant City Manager/Economic Development Director, has submitted his resignation from the city. Justin has been with the city a little over four years and has done a great job. His accomplishments include the implementation of the city's economic development overall. There has been job growth; population growth; a number of existing businesses have expanded; new businesses have come to Piqua; the city has received a
tremendous amount of grants; the iPiqua fund was established, which has over a million dollars in it contributed by business leaders within the community to help with economic development; the place making initiative originated, which includes the Riverfront Development. The city has received marketing awards and national recognition through his efforts and Piqua’s overall reputation has improved immensely. The last great accomplishment he succeeded in on his own is getting Piqua designated as an opportunity zone, which will be a benefit in bringing private investment into the city. While the city is disappointed and regret that Justin is leaving, it is understood those decisions have to be made, so we thank him for all of the great work he has done and wish him the best. A farewell reception will be held July 6th from 1:00 to 3:00 in the Commission Chambers.

Justin Sommer thanked the commission for all the support given to him over the years, as well as the Development Department staff, and noted that all of the accomplishments mentioned by City Manager Huff weren’t done by him individually, they were a team effort. Under the leadership of City Manager Gary Huff and Assistant City Manager Cynthia Holtzapple the city is in good hands going forward; he is very proud of the work being done in the city and will continue to be done; and looks forward to being a part of that.

COMMISSIONERS COMMENTS

Commissioner Vogt reminded everybody, once again, no grass clippings in the street; it is like riding on ice for motorcyclists. Also, have a safe 4th of July and enjoy 4th Fest.

Commissioner Martin wished all a safe and happy 4th of July.

Commissioner Lee thanked Justin Sommer for the wonderful job he has done for the city. Also encouraged everybody to come out and enjoy 4th Fest.

Commissioner Short wished all a happy 4th of July and encouraged all to come celebrate at 4th Fest.

Mayor Hinds thanked Justin Sommer for his good work for the city and reminded all about the 4th Fest. Also, a reminder that at the end of the evening, around 9:00 P.M., there will be a preview of the Piqua video, This Small Town Piqua.

ADJOURNMENT

Motion made by Commissioner Vogt to adjourn from the Regular City Commission Meeting at 6:35 P.M.; motion seconded by Commissioner Martin; motion carried unanimously.

KATHRYN B. HINDS, MAYOR

PASSED: _________________

ATTEST: _________________

   KIMBERLY J. HEBB
   ACTING CLERK OF COMMISSION
RESOLUTION NO. R-101-18

A RESOLUTION AUTHORIZING A PURCHASE ORDER TO
COMPASS MINERALS AMERICA INC. FOR THE PURCHASE
OF ROAD SALT FOR THE STREET DEPARTMENT

WHEREAS, road salt must be purchased to remove snow and ice from City streets; and

WHEREAS, bids were received under the Southwest Ohio Purchasers for Government; and

WHEREAS, after solicitation, 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 purchase order for road salt is hereby authorized to Compass Minerals America Inc. as the best supplier and the City Manager is hereby authorized to execute a contract with said bidder pursuant to contract specifications;

SEC. 2: The Finance Director certifies funds are available and is hereby authorized to draw her warrants from time to time on the appropriate account of the City treasury in payment according to contract terms, at a rate of $89.69 per ton.

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: ______________________
          KIMBERLY J. HEBB
          ACTING CLERK OF COMMISSION

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

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

<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>July 17, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A RESOLUTION AUTHORIZING A PURCHASE ORDER TO COMPASS MINERALS AMERICA INC. FOR THE PURCHASE OF ROAD SALT FOR THE STREET DEPARTMENT</td>
</tr>
</tbody>
</table>
| SUBMITTED BY | Name & Title: Doug Harter, Public Works Director  
Department: Public Works Department |
| AGENDA CLASSIFICATION | ☒ Consent  
☐ Ordinance  
☒ Resolution  
☐ Regular |
| APPROVALS/REVIEWS | ☒ City Manager  
☐ Asst. City Manager/Development  
☐ Department Director  
☐ Asst. City Manager/Finance  
☐ Law Director  
☐ Other: |
| BACKGROUND | We belong to an organization named Southwest Ohio Purchasers for Government (SWOP4G) which bid out the road salt purchase on behalf of approximately 89 entities this year. The City of Piqua has participated in this joint bid successfully for many years. This year our price ($89.69) came back higher than last year ($49.88.) You can review the bid results summary marked as Exhibit “A.”

Last year our snow removal staff was extremely conservative with road salt usage and I expect that to continue in the future. One of our goals is to rely heavily on salt brine and calcium chloride applications. These alternative chemicals are available at a less expensive price and are fairly easy to manage and control. |
| BUDGETING AND FINANCIAL IMPACT | Budgeted $: $137,975 for the 2018 year  
Expenditure $: $224,225 based on purchasing 2,500 tons  
Source of Funds: Street Dept. budget 101-113-855-7529  
Narrative: We estimated our usage at 2,500 tons for the bid. We are required to purchase at least 2,000 tons during the season which would cost us $179,380. |
| OPTIONS | 1. Approve Resolution R-101-18 as presented.  
2. Approve Resolution R-101-18 with changes in the amounts proposed.  
3. Deny Resolution R-101-18 and provide direction on how you would like staff to proceed. |
<table>
<thead>
<tr>
<th>PROJECT TIMELINE</th>
<th>Salt can be purchased off this contract from 7/1/18 through 4/30/19.</th>
</tr>
</thead>
<tbody>
<tr>
<td>STAFF RECOMMENDATION</td>
<td>We recommend approval of this Resolution as proposed.</td>
</tr>
<tr>
<td>ATTACHMENTS</td>
<td>Exhibit “A” – shows the bid tabulation as provided by SWOP4G.</td>
</tr>
<tr>
<td>Organization</td>
<td>Estimated Total Tons</td>
</tr>
<tr>
<td>--------------</td>
<td>----------------------</td>
</tr>
<tr>
<td>1 Batavia Township</td>
<td>600</td>
</tr>
<tr>
<td>2 Bath Township</td>
<td>300</td>
</tr>
<tr>
<td>3 Beaver Creek Township</td>
<td>1,500</td>
</tr>
<tr>
<td>4 Beavercreek, City of</td>
<td>10,000</td>
</tr>
<tr>
<td>5 Bellbrook, City of</td>
<td>700</td>
</tr>
<tr>
<td>6 Blendon Township</td>
<td>500</td>
</tr>
<tr>
<td>7 Brookville, City of</td>
<td>400</td>
</tr>
<tr>
<td>8 Butler Township</td>
<td>1,000</td>
</tr>
<tr>
<td>9 Canfield, Village of</td>
<td>150</td>
</tr>
<tr>
<td>10 Cedarville, Village of</td>
<td>380</td>
</tr>
<tr>
<td>11 Central Ohio Transit Authority (GOTA)</td>
<td>460</td>
</tr>
<tr>
<td>12 Champaign County Engineer</td>
<td>1000</td>
</tr>
<tr>
<td>13 Clayton, City of</td>
<td>1,790</td>
</tr>
<tr>
<td>14 Clearcreek Township</td>
<td>1,800</td>
</tr>
<tr>
<td>15 Clermont County Engineer's Office</td>
<td>6,000</td>
</tr>
<tr>
<td>16 Clinton Township</td>
<td>300</td>
</tr>
<tr>
<td>17 Columbus Regional Airport Authority</td>
<td>300</td>
</tr>
<tr>
<td>18 Concord Township</td>
<td>1,250</td>
</tr>
<tr>
<td>19 Dayton City Schools</td>
<td>300</td>
</tr>
<tr>
<td>20 Dayton, City of</td>
<td>10,000</td>
</tr>
<tr>
<td>21 Dublin, City of</td>
<td>2,000</td>
</tr>
<tr>
<td>22 Englewood, City of</td>
<td>1,500</td>
</tr>
<tr>
<td>23 Evendale, Village of</td>
<td>700</td>
</tr>
<tr>
<td>24 Farmersville, Village of</td>
<td>150</td>
</tr>
<tr>
<td>25 Franklin County Engineer's Office</td>
<td>1,500</td>
</tr>
<tr>
<td>26 Gahanna, City of</td>
<td>2,500</td>
</tr>
<tr>
<td>27 Genoa Township</td>
<td>800</td>
</tr>
<tr>
<td>28 Germantown Road &amp; Service Dept</td>
<td>500</td>
</tr>
<tr>
<td>29 Germantown, City of</td>
<td>750</td>
</tr>
<tr>
<td>30 Gillett Township</td>
<td>200</td>
</tr>
<tr>
<td>31 Glendale, Village of</td>
<td>400</td>
</tr>
<tr>
<td>32 Goshen Township</td>
<td>800</td>
</tr>
<tr>
<td>33 Grandview Heights, City of</td>
<td>750</td>
</tr>
<tr>
<td>34 Greater Dayton RTA</td>
<td>300</td>
</tr>
<tr>
<td>35 Greene County Engineer</td>
<td>7,500</td>
</tr>
<tr>
<td>36 Hermit Township</td>
<td>275</td>
</tr>
<tr>
<td>37 Hamilton Township, Montgomery County</td>
<td>1,500</td>
</tr>
<tr>
<td>38 Hilliard, City of</td>
<td>2,500</td>
</tr>
<tr>
<td>39 Huber Heights, City of</td>
<td>3,000</td>
</tr>
<tr>
<td>40 Indian Hill, Village of</td>
<td>2,500</td>
</tr>
<tr>
<td>41 Jackson Township Montgomery County</td>
<td>200</td>
</tr>
<tr>
<td>42 Jefferson Township Road Dept.</td>
<td>700</td>
</tr>
<tr>
<td>43 Kettering, City of</td>
<td>6,000</td>
</tr>
<tr>
<td>44 Madeira, Dearborn Local Schools</td>
<td>120</td>
</tr>
<tr>
<td>45 Mason, City of</td>
<td>5,000</td>
</tr>
<tr>
<td>46 Miami County Engineer's Office</td>
<td>6,000</td>
</tr>
<tr>
<td>47 Miami Township, Clermont County</td>
<td>2,200</td>
</tr>
<tr>
<td>48 Miami Township, Montgomery County</td>
<td>3,000</td>
</tr>
<tr>
<td>49 Miamisburg, City of</td>
<td>3,500</td>
</tr>
<tr>
<td>50 Middletown, City of</td>
<td>4,500</td>
</tr>
<tr>
<td>Organization</td>
<td>Estimated York Tons</td>
</tr>
<tr>
<td>---------------------------------------</td>
<td>----------------------</td>
</tr>
<tr>
<td>Milford, City of</td>
<td>700</td>
</tr>
<tr>
<td>Monroe, City of</td>
<td>3,000</td>
</tr>
<tr>
<td>Montgomery County Engineer</td>
<td>10,000</td>
</tr>
<tr>
<td>Montgomery County Parks</td>
<td>100</td>
</tr>
<tr>
<td>Moraine, City of</td>
<td>1,500</td>
</tr>
<tr>
<td>Mount Gilead, Village</td>
<td>200</td>
</tr>
<tr>
<td>New Albany, City of</td>
<td>3,000</td>
</tr>
<tr>
<td>New Carlisle, City of</td>
<td>300</td>
</tr>
<tr>
<td>New Jasper Township</td>
<td>200</td>
</tr>
<tr>
<td>Oakwood, City of</td>
<td>700</td>
</tr>
<tr>
<td>Ober, Village of</td>
<td>375</td>
</tr>
<tr>
<td>Pierce Township</td>
<td>1,400</td>
</tr>
<tr>
<td>Piqua, City of</td>
<td>2,600</td>
</tr>
<tr>
<td>Powell, City of</td>
<td>1,000</td>
</tr>
<tr>
<td>Riverside, City of</td>
<td>1,200</td>
</tr>
<tr>
<td>Sharonville, City of</td>
<td>1,600</td>
</tr>
<tr>
<td>St. Bernard, Village of</td>
<td>500</td>
</tr>
<tr>
<td>Sugarcreek Township</td>
<td>1,000</td>
</tr>
<tr>
<td>Tate Township</td>
<td>300</td>
</tr>
<tr>
<td>Tipp City</td>
<td>550</td>
</tr>
<tr>
<td>Trenton, City of</td>
<td>400</td>
</tr>
<tr>
<td>Trebwood, City of</td>
<td>2,000</td>
</tr>
<tr>
<td>Union Township, Licking County</td>
<td>150</td>
</tr>
<tr>
<td>Union Township Trustees</td>
<td>2,400</td>
</tr>
<tr>
<td>Union, City of</td>
<td>600</td>
</tr>
<tr>
<td>Vandalia, City of</td>
<td>2,000</td>
</tr>
<tr>
<td>Walnut Township, Fairfield County</td>
<td>300</td>
</tr>
<tr>
<td>Washington Township (Montgomery County)</td>
<td>3,500</td>
</tr>
<tr>
<td>Washington Township (Clermont County)</td>
<td>200</td>
</tr>
<tr>
<td>West Carrollton, City of</td>
<td>1,500</td>
</tr>
<tr>
<td>West Jefferson, Village of</td>
<td>500</td>
</tr>
<tr>
<td>West Milton, Municipality of</td>
<td>300</td>
</tr>
<tr>
<td>Williamsburg Township</td>
<td>4,000</td>
</tr>
<tr>
<td>Worthington, City of</td>
<td>2,000</td>
</tr>
<tr>
<td>Xenia, City of</td>
<td>1,500</td>
</tr>
<tr>
<td>Xenia Township Board of Trustees</td>
<td>800</td>
</tr>
<tr>
<td>Yellow Springs, Village of</td>
<td>320</td>
</tr>
<tr>
<td>Wright-Patterson AFB</td>
<td>2,100</td>
</tr>
</tbody>
</table>

Note: ** Compass Material has Exceptions that requires Immediate review
RESOLUTION NO. R-102-18

A RESOLUTION AWARDING A CONTRACT TO TREE CARE INC. FOR THE 2018 ANNUAL TREE REMOVAL, PRUNING, AND EMERGENCY TREE REMOVAL

WHEREAS, on March 7, 2017, bids were opened resulting in the tabulation of bids as listed in Exhibit A attached hereto;

WHEREAS, the terms of Agreement was from March 1, 2017 through February 28, 2018 with an option for the Agreement to be extended for not more than three (3) additional years to 2021 under the same terms and conditions;

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

SEC. 1: A contract is hereby approved with Tree Care Inc. as the most responsible bidder for the tree pruning, removals, and emergency tree removals and the City Manager is hereby authorized to execute a contract with said bidder pursuant to contract specifications.

SEC. 2: The Finance Director certifies that funds are available and is hereby authorized to draw her warrants from time to time on the appropriate account of the city treasury in payment according to contract terms, not exceeding a total of $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: ______________________
KIMBERLY J. HEBB
ACTING 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>July 17, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A Resolution awarding a contract to Tree Care Inc. for the 2018 Annual Tree Removal, Pruning and Emergency Event Tree Removal.</td>
</tr>
</tbody>
</table>
| SUBMITTED BY | Name & Title: Amy L. Havenar, P.E., City Engineer  
Department: Engineering |
| AGENDA CLASSIFICATION | ☒ Consent  
☐ Ordinance  
☒ Resolution  
☐ Regular |
| APPROVALS/REVIEWS | ☒ City Manager  
☐ Asst. City Manager/Finance  
☐ Asst. City Manager/Development  
☐ Law Director  
☐ Department Director  
☐ Other: |
| BACKGROUND | On February 5, 2017 bids were received for the Annual Tree Removal, Pruning, and Emergency Event Tree Removal (see attached Exhibit A). The bid documents included an extension of the current bids for up to 3 years.  
This work is for the removal of trees, which would include Ash Trees, Hazard Trees, as well as other species within the City right of way and parks throughout the city that need to be removed. The bid also includes annual tree trimming for street trees as well as emergency tree removals in the event of a high wind event. |
| BUDGETING AND FINANCIAL IMPACT | Budgeted $: $40,000  
Expenditure $: $40,000  
Source of Funds: Street Department Fund (101)  
Narrative: Tree Care Inc. successfully completed the work for the City last year as a part of this Bid. The apparently low bidder, Bladecutter Inc., was not able to comply with multiple bid document requirements/specifications. |
| OPTIONS | 1. Approve the resolution to award a contract to Tree Care Inc. for the 2018 Tree Removal, Pruning and Emergency Event Tree Removal.  
2. Do not approve the resolution and do not complete any tree pruning or removals in 2018. |
<p>| PROJECT TIMELINE | The work will begin as soon as possible. |
| STAFF RECOMMENDATION | Approve the resolution to allow for Tree Care Inc. to proceed with the necessary tree removals and pruning. |</p>
<table>
<thead>
<tr>
<th>REASON FOR SELECTING CONSULTANT/COMPANY</th>
<th>This is the 2\textsuperscript{nd} year of a 3 year extension on original bid IFB No. 1704.</th>
</tr>
</thead>
<tbody>
<tr>
<td>ATTACHMENTS</td>
<td>IFB No. 1704 Bid Documents (Exhibit A)</td>
</tr>
</tbody>
</table>
EXHIBIT A

INVITATION FOR BID

CITY OF PIQUA, OHIO

Purchasing Department
201 W. Water St.
Piqua, Oh 45356

Date: January 26, 2017

For further information contact:
Bev Yount, CPPB
Purchasing Analyst
Phone: 937-778-2065
Email: byount@piquaoh.org

Your sealed, written bid is requested for: Tree Pruning, Tree Removal and Emergency Tree Removal per the included bid form and specifications.

Bids must be received in Purchasing Office no later than: 2:00 P.M. Friday, February 10, 2017

Envelopes shall be plainly marked: IFB 1704 Tree Removal on left, lower corner of envelope

User agency: Engineering Department

Submit signed original bid and one (1) copy of the bid.

Bidder is requested to use the City’s bid form that is enclosed, as none other will be accepted.
LEGIBLE INFORMATION MUST BE GIVEN IN THE SPACES PROVIDED.
A copy of the Bid Tabulation may be obtained by sending a stamped self-addressed envelope.
All federal, state, and local laws regarding competitive bidding, anti-competitive practices, and conflict of interest shall be applicable to this I.F.B.
Bids are to include all shipping costs to the point of delivery as indicated above.
The City of Piqua is exempt from payment of federal excise taxes and state retail sales taxes (Federal Excise Tax Exemption Certification No. 31-6000136).
State Manufacturer and Model No. of items you are bidding and send DESCRIPTIVE LITERATURE on same with your bid. Any brand names on our bid form are to establish quality levels and do not indicate preference.
The City of Piqua reserves the right to reject any or all bids, to waive any irregularities in a bid, or to accept the bid or bids which the judgment of proper officials, is to the best interest of the City.
The City of Piqua reserves the right to accept a part or parts of a bid unless otherwise restricted in the bid. If you are not in a position to quote, advise to this effect so we may keep your name on our active bid list.
BID to the
City of Piqua, Ohio
Purchasing Department

Please Reply to I.F.B. 1704

Deliver to Bev Yount, CPPB, Purchasing Analyst, City of Piqua, 201 W. Water St. Piqua, OH 45356

No Later Than: 2:00 p.m. 2/10/17

The undersigned proposes and agrees to furnish any or all items bid at the prices stated herein.

CITY OF PIQUA Tree Pruning, Tree Removal and Emergency Tree Removal

Scope of Work
The Contractor shall furnish all labor, supervision, materials, tools, equipment, machinery necessary for performing and completing the work in accordance with these specifications. The Contractor shall be responsible for the daily cleaning up of the job site and they shall repair or restore any and all property that may be damaged during performance of the work.

Bidders Qualifications
Each bidder shall be a Certified Arborist with the International Society of Arboriculture (ISA). Field crews shall also be Certified Arborist with ISA.

Work Zone
Right-of-way along streets to include both tree lawns between sidewalk and street and right-of-way between sidewalk and private property line. This would also include all public lands and property of the City of Piqua.

Standards for Pruning
Pruning shall follow standards recognized by the Tree Care Industry Association.

Definitions for pruning types are to be referenced from ANSI A300 Part I; tree, shrub and other wood plant maintenance-standard practices and pruning.

Emergency Storm Damage
This proposal will include a price in the event of an emergency clean up would be necessary, that would be caused by high winds, lightning strike, or icing conditions. Work under this section may include pruning out broken or cracked branches, clearing streets blocked by fallen trees, and removing any trees within the public right of way. The selected contractor must have at least five bucket trucks and two grapple trucks that can be activated to perform this work in the event of large scale emergency event. The contractor that is selected for this work must be able to respond and able to deploy his workers on a 24 hour, seven day a week basis, contractor will be expected to mobilize on site within three hours
after activation (at the rate of one hour = two man crew, with bucket truck and tools). This item is to be bid separately from the tree removal work.

This work must be activated by the City of Piqua’s Urban Forester, will not be activated at contractors discretion.

Term of Agreement
The term of the agreement shall be from March 1, 2017 thru February 30, 2018. This agreement may be extended for not more than three (3) additional years to 2021, with the consent of both parties. If either party decides not to extend this agreement as provided, they must give written notice to the other party no later than 90 days before the end of the current term. In the absence of such a notice by either party, the agreement will automatically extend for another year under the same terms and conditions as stated in the agreement.

Work Submittals
All work will be sent to the awarded contractor on a spreadsheet showing the area of work, all trees are to be identified with orange marking paint, with an estimated window of expected completion. All work is to be authorized by the City of Piqua Urban Forester. Before any work starts, there will be a pre-work meeting to review the conditions of the particular job at hand, this meeting will be held by the Engineering Office Urban Forester.

Street Closing and Block Way Permits
Streets may be closed to better facilitate the removal of larger trees in the interest of protecting the Arborists as well as motorists. This will be decided on a per job basis at the pre-work meeting. It will be the awarded contractor’s responsibility for all traffic control devices in accordance to MUTCD. The contractor will be responsible for submitting permits for “Block Way Permit” which blocks pedestrians, or vehicle traffic from using sidewalks, parking spaces and traffic travel lanes. A “Street Closing” permit is required 48 hours prior to the start of the street being closed. The contractor will be responsible to make notifications to all residents or businesses within the closure and the duration of the closure, all contacts are to be recorded on the “Street Closure” permit when submitted to the Engineering Department. There is no fee for either of these permits.

Safety
The professional service requested in this agreement shall follow American National Standards Institute A300, Standards for Tree Care Operations and ANSIZ133.1 Safety Standards.

Tree Removal
The removal of designated tree(s) will be removed completely with the removal of the stump to four inches below the existing grade. All wood is to be moved to the City of Piqua compost facility located on Piqua Troy Road. All wood will be removed from public right of way when work is completed. Stump removal is to be done when tree is removed with all the chips removed and sent to the compost facility. Disturbed earth is to be filled with top soil, seeded and mulched to maintain the existing grade around removed tree. Contractor will be held responsible for all damages done to public walk, curbs, private service walks, or other public or private property, in the event of accidental damage done when removing trees, or trimming trees.
In the event of damage done to public or private property as a result of the contractor's operations, the contractor will be responsible for hiring a local contractor that is approved by the City of Piqua Engineering Department to make the necessary repairs. If this work is not completed in a timely matter, the City will hire a contractor to make the repairs at the expense of the contractor under this agreement, and will reserve the right to withhold this portion from the contractor's invoice.

**Standard Unit of Measurement**

Trees to be removed shall be measured at the diameter breast height (DBH) which is four feet from existing grade.

**Clean-up**

The Contractor shall be responsible for all clean up by means of sweeping, wood chips, and brush and any other debris from the site immediately following the removal of the tree. Debris will not be permitted to be left on site at the end of the day. In the event of this occurring, this would be grounds to terminate this agreement without further warning given to the Contractor.

**Reference Submittal**

All bidders are required to furnish three municipal references that have been using contractor's services within the last two years, or are currently being used.

**TREE REMOVAL BY DBH SHALL INCLUDE STUMP GRINDING, HAULING AWAY STUMP GRINDINGS, BACK FILLING WITH CLEAN TOP SOIL AND SEED AND MULCHING.**

<table>
<thead>
<tr>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 19 inch DBH</td>
</tr>
<tr>
<td>19-25 inch DBH</td>
</tr>
<tr>
<td>16-31 inch DBH</td>
</tr>
<tr>
<td>32-37 inch DBH</td>
</tr>
<tr>
<td>38 inch DBH or greater</td>
</tr>
</tbody>
</table>

**PRUNING SHALL BE BASED ON ONE HOUR = BUCKET TRUCK WITH TWO MEN WITH ALL NECESSARY EQUIPMENT.**

Pruning price per hour

Emergency Response
Two men crew with bucket truck and necessary tools per hour

**TOTAL EXTENDED PRICE**
Contact Bob Graeser at 937-778-2044 or bgraeser@piquaoh.org with any questions.

The successful bidder must have and maintain current workers compensation insurance, comprehensive general liability and automobile insurance for bodily injury, death or loss of or damage to property of third persons in the minimum amount of $1,000,000.00 per occurrence with the City of Piqua as an additional named insured.

THE UNDERSIGNED HEREBY CERTIFIES THAT ITEMS FURNISHED AS A RESULT OF THIS BID WILL BE IN FULL ACCORDANCE WITH THE CITY OF PIQUA SPECIFICATIONS APPLICATING THERETO UNLESS EXCEPTIONS ARE STATED ABOVE. THE CITY OF PIQUA RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, TO WAIVE ANY IRREGULARITIES IN A BID, OR TO ACCEPT THE BID OR BIDS WHICH THE JUDGMENT OF PROPER OFFICIALS, IS TO THE BEST INTEREST OF THE CITY. THE CITY OF PIQUA RESERVES THE RIGHT TO ACCEPT A PART OR PARTS OF A BID UNLESS OTHERWISE RESTRICTED IN THE BID.

All delivery costs are included in this quotation regardless of F.O.B. designation.

Cash Discount Allowed: _____ % 10th Proximo.
Leave blank if your terms are Net 30 days.

Delivery will be made within ______ calendar days after receipt of order.

Prices quoted will remain firm for acceptance within 60 calendar days after bid opening unless otherwise stated.

Bidding Company: ____________________________

Address: ____________________________

City State Zip Code

By: ____________________________
Name and Title (please print or type)

Signature: ____________________________

Phone No.: ________ /Fax No.: ______

Fed. I.D. No.: ____________________________

E-Mail Address: ____________________________

Standard Terms and Conditions

1. BILLING: All goods or services must be billed to the City of Piqua and at prices not exceeding those stated on the purchase order. If prices or terms do not agree with your quotation, you must notify the Purchasing Department within three business days or your disagreement is waived.

2. INVOICE: Prepayment or progress payments are not permitted unless prior permission is obtained from the Finance Department. All invoices are to be in duplicate and are to be mailed to the Finance Department and shall reference the City’s purchase order number. Failure to include the purchase order number may prevent timely payment. Each purchase order must be invoiced separately. Unless specified otherwise, the invoice will only be paid upon completion of the order. The City of Piqua may issue payments to vendors electronically upon mutual agreement of both parties.

3. CASH DISCOUNTS: All cash discount terms will be effective from date of actual receipt and acceptance of the items purchased, or receipt of correct and acceptable invoice, whichever is later.

4. FREIGHT: NO COLLECTION FREIGHT SHIPMENTS WILL BE ACCEPTED. All quotations are solicited on a “delivered price” basis. When, in rare instances, the City accepts a quotation not including all shipping charges, your claim for reimbursement, must be itemized on the invoice and supported with a copy of the original freight bill.
5. TAXES: The City of Piqua is exempt from payment of Federal excise taxes and State retail sales taxes. Our Federal Excise Tax Exemption Certificate Number is 31-6000136. You are responsible for all Social Security taxes and Workers' Compensation contributions for yourself or any of your employees.

6. DELIVERIES: All deliveries on this order must be in full accordance with specifications, properly identified with the purchase order number and must not exceed the quantities specified.

7. CANCELLATION: The City of Piqua reserves the right to cancel this order by written notice if you do not fulfill your contractual obligations with respect to timeliness, quality and/or any other reason.

8. DEFAULT PROVISIONS: In case of your default, the City of Piqua may procure the items from other sources and hold you responsible for any excess costs occasioned thereby and any other damages permitted by law, if you have been notified in writing by the City of Piqua you are in default and you have failed to cure the default within the time specified.

9. NO VERBAL AGREEMENTS: The City of Piqua will be bound only by the terms and conditions of this order, and will not be responsible for verbal agreements made by any officer or employee of the City of Piqua. In order to be binding on the parties, any changes made to these Terms and Conditions shall be in writing and signed by both parties.

10. PATENT AND COPYRIGHT INFRINGEMENT: It is hereby understood (and by acceptance of this order) you agree to defend, indemnify and save harmless the City of Piqua, Ohio, its officers, agents and employees from any and all loss, costs or expense on account of any claim, suit or judgment as a result of, caused by, or incident to any patent, copyright or trademark infringement and/or royalty, actual or claimed, because of the use or disposition by said City of any article enumerated on this order and sold to said City pursuant to this order.

11. INSPECTION: The City of Piqua may inspect the items ordered hereunder during their manufacture, construction and/or preparation at reasonable times and shall have the right to inspect such items at the time of their delivery and/or completion. Items furnished hereunder may at any time be rejected for defects revealed by inspection, analysis, or by manufacturing operations or use after delivery even though such items may have previously been inspected and accepted. Such rejected items may be returned to you for full refund to City of Piqua including shipping and transportation charges.

12. WARRANTY: You warrant that the items and their production or completion shall not violate any federal, state or local laws, regulations or orders. You warrant all items delivered hereunder to be free from defects of material or workmanship, to be good quality, and to conform strictly to any specifications, drawings or samples which may have been specified or furnished by the City of Piqua, and you further warrant that you have good title to the items free and clear of all liens and encumbrances and will transfer such title to the City of Piqua. Said warranties shall not negate nor limit any implied warranties of merchantability or fitness. This warranty shall survive any inspection, delivery, acceptance or payment by the City of Piqua.

13. RISK OF LOSS: Title and risk of loss to and with respect to the items shall remain with you until the items in a complete state have been delivered to and accepted by the City of Piqua or to an agent or consignee duly designated by the City of Piqua at the location specified on the face hereof, items which are to be shipped shall be shipped F.O.B. destination unless otherwise specified by the City of Piqua. A packing slip must accompany each such shipment and if a shipment is to be consigned or an agent of the City of Piqua, a copy of the packing slip shall be forwarded concurrently to the City of Piqua. If no such packing slip is sent, the count or weight by the City of Piqua or its agent or consignee is agreed to be final and binding on you with respect to such shipment.

14. SAVE HARMLESS: You shall indemnify and hold the City of Piqua, its officers, elected officials, agents, consignees, employees, volunteers, and representatives harmless from and against all expenses, damages, claims, suits, or liabilities (including attorney's fees of the City of Piqua) of every kind whatsoever by reason of, arising out of, or in any way connected with, accidents, occurrences, injuries or losses to or any person or property which may occur before or after acceptance of the completed items by the City of Piqua upon or about in any way due to resulting from, in whole or in part, the preparation, manufacture, construction, completion, and/or delivery of the items, including such as are caused by your subcontractors and excluding only such as are caused by the sole negligence of the City of Piqua other than where the City of Piqua's negligence consists of its failure to discover a condition caused or permitted to exist by you or any subcontractor of yours.

15. INSURANCE: If requested by the City of Piqua, you shall maintain policies of liability insurance such types and such amounts and with such companies as may be designated by the City of Piqua, which policies shall be written so as to protect the City of Piqua and you from the risks enumerated in Section 14. Such policies of insurance shall be not cancelable except upon thirty (30) days written notice to the City of Piqua and proof of such insurance shall be furnished by you to the City of Piqua. In addition, such policies shall protect all your subcontractors. You agree to make prompt written report to the insurance company involved of all accidents, occurrences, injuries or losses which may occur and of any and all claims made against the persons insured under said policies of insurance and to send copies of such reports to the City of Piqua within twenty-four (24) hours of the time that you obtained knowledge of the occurrence thereof.

16. SPECIFICATIONS CONFIDENTIAL: Any document marked confidential or proprietary, received from The City of Piqua, shall not be released by the Company prior to the City's consent that the information to be released is disclosable and/or a public record. The City shall receive immediate notice of any other document disclosed by the Company.

17. EXAMINATION OF PREMISES: If work is to be performed hereunder on the premises of the City of Piqua, you represent that you have examined the premises and any specifications or other documents furnished in connection with the items and that you have satisfied yourself as to the condition of the premises and site and agrees that no allowance shall be made in respect of any error as to such on your part.

18. CLEANING OF PREMISES: If work is to be performed hereunder on the premises of the City of Piqua, you shall at all times keep the premises free from accumulation of waste material or rubbish. At the completion of the items you shall leave the premises and the items broom-clean.

19. EQUAL EMPLOYMENT OPPORTUNITY:

(a) You agree that you will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, promotion, transfer, recruitment or recruitment advertising, lay-off determination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(b) It is expressly agreed and understood by you that Section 19 (a) constitutes a material condition of this contract as fully as specifically rewritten herein, also that failure to comply therewith shall constitute a breach thereof entitling the City to terminate the contract at its option.

20. AGREEMENT TO BE EXCLUSIVE: This purchase order contains the entire agreement between the parties and supersedes all other oral agreements only when there is no executed contract between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this purchase order or any representation indicating the execution and delivery of this purchase order, except such representations as are specifically set forth here, and each party acknowledges that it has relied on these representations in connection with its dealings with the other.
21. GOVERNING LAW: This purchase order, the performance under it, and all suits and special proceedings under it, shall be construed in accordance with the laws of the State of Ohio. In any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this agreement, the laws of the State of Ohio shall be applicable and shall govern to the exclusion of the laws of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.

22. ADDITIONAL RIGHTS: Any rights or remedies granted to the City of Piqua in any part of this purchase order shall not be exclusive of, but shall be in addition to, any other rights or remedies granted in another part of this purchase order and any other rights or remedies that the City of Piqua may have at law or in equity in any such instance. Any litigation arising from disputes herein shall be instituted only in Miami County, Ohio.

23. GOVERNING DOCUMENT: Should there be any conflict between the terms of the executed contract and this purchase order, the terms of the contract govern.

24. 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.

25. ASSIGNMENT: This purchase order is not assignable to any other entity or contractor. Assignment of the purchase order shall void the purchase order.

Bidders’ List:

1. Outback Treeworks
   808 N. Market St.
   Troy, OH 45373
   937-332-7300

2. Limbs and Leaves Landscaping
   Mr. Greg Liff, Principal
   12230 Scioto Darby Rd.
   Orient, OH 43146
   614-560-7827 or limbsandleaveslandscaping@gmail.com

3. Tree Care, Inc.
   Mr. Eric Davis, President
   P.O. Box 1333
   Dayton, OH 45401-1333
   937-335-3170 or info@treecareinc.com

4. Nelson Tree Service Inc.
   Jeffrey Jones, Executive Vice President
   3300 Office Park Dr.
   Dayton, OH 45439
   (937) 294-1313

5. Gray's Tree Service
   Mr. Gerald Gray, Owner
   3200 Piqua Troy Rd.
   Troy, OH 45373
   (937) 339-5198 or graystreeservice@frontier.com

6. Anderson's Tree & Turf Tech
   726 S Walnut St.
   Troy, OH 45373
   (937) 335-3385
7. Custom Tree Care, Inc.
   Mr. Greg Gathers, President
   3722 SW Spring Creek Ln.
   Topeka, KS 66610
   785-478-9805 or customtreecare@hotmail.com

8. Gray’s Tree Experts
   Mr. Michael Gray
   1390 Tall Timbers Ct.
   Miamisburg, OH 45342
   937-260-2447 or michaelgray16@gmail.com

9. A-1 Reliable Services
   Mr. Scott Baskerville
   9130 N. Hetzler Rd.
   Piqua, OH 45356

10. Bunch Enterprises LLC
    1650 Ky 6
    Barbourville, KY 40606
CITY OF PIQUA, OHIO

ADDENDUM No. 1 TO IFB # 1704

TREE REMOVAL, TREE PRUNING, AND EMERGENCY TREE REMOVAL

Dated: January 27, 2017

The City of Piqua has updated the pricing page (page 4) to remove the extended pricing section. Please remove and replace page 4 with the enclosed page.

_________________________________________
Vendor Signature

This signed document must be submitted with your sealed, written bid in response to our IFB # 1704 Tree Removal to acknowledge your receipt of this information. As stated on the IFB, your bid is due by 2/10/17 at 2:00 p.m.
In the event of damage done to public or private property as a result of the contractor’s operations, the contractor will be responsible for hiring a local contractor that is approved by the City of Piqua Engineering Department to make the necessary repairs. If this work is not completed in a timely matter, the City will hire a contractor to make the repairs at the expense of the contractor under this agreement, and will reserve the right to withhold this portion from the contractor’s invoice.

**Standard Unit of Measurement**
Trees to be removed shall be measured at the diameter breast height (DBH) which is four feet from existing grade.

**Clean-up**
The Contractor shall be responsible for all clean up by means of sweeping, wood chips, and brush and any other debris from the site immediately following the removal of the tree. Debris will not be permitted to be left on site at the end of the day. In the event of this occurring, this would be grounds to terminate this agreement without further warning given to the Contractor.

**Reference Submittal**
All bidders are required to furnish three municipal references that have been using contractor’s services within the last two years, or are currently being used.

**TREE REMOVAL BY DBH SHALL INCLUDE STUMP GRINDING, HAULING AWAY STUMP GRINDINGS, BACK FILLING WITH CLEAN TOP SOIL AND SEED AND MULCHING.**

<table>
<thead>
<tr>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 19 inch DBH</td>
</tr>
<tr>
<td>19-25 inch DBH</td>
</tr>
<tr>
<td>16-31 inch DBH</td>
</tr>
<tr>
<td>32-37 inch DBH</td>
</tr>
<tr>
<td>38 inch DBH or greater</td>
</tr>
</tbody>
</table>

PRUNING SHALL BE BASED ON ONE HOUR = BUCKET TRUCK WITH TWO MEN WITH ALL NECESSARY EQUIPMENT.

Pruning price per hour

Emergency Response
Two men crew with bucket truck and necessary tools per hour

**TOTAL EXTENDED PRICE**
City of Piqua, Ohio  
IFB #1704 Tree Removal, Pruning & Emergency Removal  
Opened 2/10/17 at 2:00 p.m.

<table>
<thead>
<tr>
<th>DBH Size</th>
<th>Bladecutters Inc.</th>
<th>Tree Care, Inc.</th>
<th>Gray's Tree Experts</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Dayton, OH</td>
<td>Dayton, OH</td>
<td>Miamisburg, OH</td>
</tr>
<tr>
<td>Less than 19&quot; DBH</td>
<td>$535.00</td>
<td>$732.42</td>
<td>$855.00</td>
</tr>
<tr>
<td>19-25&quot; DBH</td>
<td>$665.00</td>
<td>$842.44</td>
<td>$1,125.00</td>
</tr>
<tr>
<td>26-31&quot; DBH</td>
<td>$800.00</td>
<td>$1,003.87</td>
<td>$1,395.00</td>
</tr>
<tr>
<td>32-37&quot; DBH</td>
<td>$935.00</td>
<td>$1,157.15</td>
<td>$1,665.00</td>
</tr>
<tr>
<td>38&quot; or greater DBH</td>
<td>$1,200.00</td>
<td>$1,587.84</td>
<td>$1,890.00</td>
</tr>
<tr>
<td>Pruning price/hour</td>
<td>$120.00</td>
<td>$150.00</td>
<td>$180.00</td>
</tr>
<tr>
<td>Emergency Response</td>
<td>$180.00</td>
<td>$210.00</td>
<td>$225.00</td>
</tr>
</tbody>
</table>
RESOLUTION NO. R-103-18

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH LJB INC. FOR THE ENVIRONMENTAL SERVICES FOR THE GREAT MIAMI RIVER TRAIL BRIDGE PROJECT

WHEREAS, on January 2, 2018, this Commission passed Resolution No. R-2-18 authorizing the City Purchasing Analyst to advertise for bids, according to law, for the Great Miami River Trail Bridge Project; and

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

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

SEC. 1: An Agreement is hereby approved with LJB Inc. for the Environmental Services for the Great Miami River Trail Bridge Project;

SEC. 2: The Finance Director certifies that funds are available and is hereby authorized to draw her warrants from time to time on the appropriate account of the city treasury in payment according to contract terms, not exceeding a total of $89,900.

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: _______________________

KIMBERLY J. HEBB

ACTING 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>July 17, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A Resolution authorizing the City Manager to enter into an Agreement with LJB Inc. for the Environmental Services for the Great Miami River Trail Bridge Project.</td>
</tr>
</tbody>
</table>
| SUBMITTED BY | Name & Title: Amy L. Havenar, P.E., City Engineer  
Department: Engineering |
| AGENDA CLASSIFICATION |  
- ☑ Consent  
- ☑ Ordinance  
- ☑ Resolution  
- ☐ Regular |
| APPROVALS/REVIEWS |  
- ☑ City Manager  
- ☐ Asst. City Manager/Finance  
- ☐ Asst. City Manager/Development  
- ☐ Law Director  
- ☐ Department Director  
- ☐ Other: |
| BACKGROUND | In 2008, the City of Piqua completed the construction of the Great Miami River Recreational Trail (GMRRT) Project which begins at Lock 9 Park and runs south along the Great Miami River to Peterson Road. The existing utility bridge located behind the Power Plant was identified as the river crossing location for the new GMRRT. At that time, the funding we received to complete the project did not afford the City the ability to replace the existing utility bridge with an ADA compliant structure. To ensure the safety of the existing structure, the City hired LJB Inc. to complete a load rating on the structure. Repairs were made to the structure to ensure the safety of the pedestrians, however, the structure is still not ADA compliant and the existing width of the bridge only allows for one direction of travel at a time over the structure.  
In 2017, the City contracted with LJB Inc. to begin the engineering design on a new structure over the Great Miami River near Goodrich Giles Park along CR 25A.  
This legislation will allow for the City to complete the necessary environmental work to be in compliance with the federal guidelines associated with the funding received for this project. |
| BUDGETING AND FINANCIAL IMPACT |  
- Budgeted $: $93,000  
- Expenditure $: $89,900 (includes 10% contingency) 103 Fund  
  - **Narrative:**  In March of this year, the City was notified of our award for funding under the Surface Transportation Program (STP) through the Miami Valley Regional Planning Commission for the construction of the Great Miami River Trail Bridge.  
The total cost for the project is estimated to be $1,328,000. ODOT will provide to the City 75% of the eligible costs, up to a maximum of $995,760 in Federal funds for the construction and the construction administration. The City... |
will also be receiving $300,000 from the State Capital Budget for this project.

<table>
<thead>
<tr>
<th>OPTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Approve the resolution to enter into an agreement with LJB Inc. for the Environmental Services for the Great Miami River Trail Bridge Project.</td>
</tr>
<tr>
<td>2. Do not approve the resolution; therefore, do not complete the project and return the grant funding.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PROJECT TIMELINE</th>
</tr>
</thead>
<tbody>
<tr>
<td>The environmental work will begin as soon as possible.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>STAFF RECOMMENDATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approve the resolution to allow for the Environmental Services to begin on the Great Miami River Trail Bridge Project.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>REASON FOR SELECTING CONSULTANT/COMPANY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consultants submitted qualifications in January for various 2018 Projects. LJB Inc. was selected based off of the RFQ's submitted, in addition to the fact that they are currently working on the engineering design of the bridge and therefore have all of the background information on the project.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ATTACHMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exhibit “A” - Fee Proposal for Environmental Services</td>
</tr>
</tbody>
</table>
July 3, 2018

Ms. Amy Havenar
City of Piqua Engineer
201 West Water Street
Piqua, Ohio 45356

Re: Great Miami River Pedestrian Bridge, PID#108160
Fee Proposal for Environmental Services

Dear Ms. Havenar:

Thank you for the opportunity to submit this proposal for environmental services. Based on discussions with you, LJB will complete the environmental scope necessary to complete the above referenced project. LJB proposes to complete the attached scope of work for the lump sum fee of $81,678.71.

Thank you again for this opportunity to work with the City and we look forward to assisting you with this project. If you have any questions or need additional information, please contact me at (937) 259-5192 or dspringer@LJBinc.com.

Sincerely,

LJB Inc.

Daniel W. Springer, P.E., PMP
Project Manager

Ralph E. Norman, P.E., P.S.
Transportation Practice Leader
SCOPE OF SERVICES

**Project name:** Great Miami River Pedestrian Bridge, PID#108160

**Client name:** City of Piqua

**Date:** July 3, 2018

LJB Inc. has developed a detailed scope of services including project understanding, deliverables, exclusions, assumptions and project constraints. This document is based on the information known on the date of preparation and may be modified to reflect additional data received throughout the project process, if required.

**PROJECT SCOPE OF SERVICES**

Our understanding of the project is based on discussions with Amy Havenar and communication with ODOT District 7. The purpose of this project is the bikeway bridge construction over the Great Miami River. The scope listed below is for the environmental scope necessary to complete the project, assuming a D1 Environmental Document. After the ODOT project scoping meeting on April 3, 2018, ODOT informed the City of the following:

**ENVIRONMENTAL SCOPE**

As discussed with the City and ODOT during the project scoping meeting on April 3, 2018, the City will be responsible for the following environmental scope of work:

> Permit Determination Request (PDR)
  - LJB will prepare a Permit Determination Request form and required attachments in accordance to ODOT’s PDR instructions once impacts to streams and wetlands are determined. The PDR will establish the appropriate level of waterway permitting is necessary for the project.

> D1 Level Environmental Document
  - While it could be determined that a C2 Level document is sufficient in the process of documentation, ODOT has advised that the team proceed under the assumption that a D1 Level document will be required.

> Purpose and Need Statement
  - A Purpose and Need document and supporting documentation will be submitted to ODOT D7 for review. This document will not be finalized until the submittal of the Environmental Document.

> Alternative Analysis (ODOT Requested Feasibility Study)
  - An alternative analysis document was submitted to ODOT on May 15, 2018 and was returned with significant comments. A formal feasibility study will be prepared and submitted for ODOT approval.

> Cultural Resources

52
• LJB will prepare a cultural resources coordination package (Section 106 Request for Review form) for ODOT D7 and OES concurrence relative to further study. If a Phase I Archaeological report is required, a separate scope and fee proposal will be provided to the City as part of a contract modification request.

- Cultural Resource Section 4(f)
- Section 4(f)/6(f) – Park/Recreation
- Level 2 Ecological Survey Report (in addition to fee included in Fee Proposal, dated 4/10/2017)
- Waterway Permits
  • The proposed project is expected to be covered under a 404 NWP with a Preconstruction Notification (PCN) obtained through the Army Corps of Engineers and a 401 Individual Water Quality Certification obtained through OEPA. Permits will be obtained prior to construction.

- Public Meeting/Hearing (Included in Fee Proposal, dated 4/10/2017)
- Public Involvement
  • One (1) open house style public involvement meeting is anticipated. LJB will prepare meeting exhibits, project information, sign-in sheets and comment sheets. LJB will prepare responses to all comments received. Attendance by three LJB staff is anticipated.
  • The fee included in this proposal included a bridge rendering that will be provided by LJB’s sub-consultant Grant Fullmer. (see attached proposal from Visions By Grant)

- Regulated Materials Review (RMR) (Included in Fee Proposal, dated 4/10/2017)
- ESA Phase I/Phase II/Remediation (if authorized – see attached fee proposal from Lawhon)
- Flood Plain/Flood Way

PROJECT DELIVERABLES
The deliverables for this project will include:

Reports
- Feasibility Study
- Level 2 ESR
- Regulated Materials Review (RMR)
- Permit Determination Request (PDR)
- Waterway Permits

ASSUMPTIONS
In preparing this scope of services, LJB has made the following assumptions:
- The environmental document will be level D1 and only require District 7 review and approval.
EXCLUSIONS
In preparing this scope of services, LJB has made the following exclusions:

> Mussel Survey and Relocation – A full mussel survey and relocation will be conducted in accordance to the ODNR Mussel Survey Protocol. This is expected to be conducted just prior to construction.

TENTATIVE PROPOSED SCHEDULE
Authorization to proceed
Environmental Clearance (Ellis)  

July 16, 2018  
June 1, 2019
RESOLUTION NO. R-104-18

A RESOLUTION AUTHORIZING THE DISPOSITION OF PART OF INLOT NO. 9042

WHEREAS, the Piqua City Commission has taken previous actions to facilitate the construction of the Staunton Solar field as part of the AMP Phase II Solar Project; and

WHEREAS, the Staunton Solar Field is now interconnected to Piqua’s electric system operating as a renewable energy source; and

WHEREAS, the construction survey identified an error with the south property line contrary to the intent of both the City of Piqua and CAP Industries concerning the property swap approved by City Commission with Resolution No. R-106-17; and

WHEREAS, the City of Piqua’s conveyance of an additional 0.138-acre property strip along the project’s south border will resolve this survey error; and

WHEREAS, this action will restore the original intent of the parties, resulting in no material impact to the Staunton Solar field project.

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

SEC. 1. The City Manager is hereby authorized to deed ownership to CAP Industries, Inc. of a 0.138-acre section of Inlot 9042 as identified on attached Exhibit A.

SEC. 2. The authority provided in Section 1 above is contingent upon accurate and verified legal descriptions being completed.

SEC. 3. The City of Piqua shall deed the property at no cost as part of the transfer approved in Resolution No. R-106-17 as this section of property was left off in error.

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

________________________________________
KATHRYN B. HINDS, MAYOR

PASSED:

ATTEST:

KIMBERLY J., HEBB
ACTING CITY COMMISSION CLERK

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

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

<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>July 17, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A RESOLUTION AUTHORIZING THE DISPOSITION OF PART OF INLOT NO. 9042</td>
</tr>
</tbody>
</table>
| SUBMITTED BY | Name & Title: Ed Krieger, Power System Director  
Department: Power System |
| AGENDA CLASSIFICATION | □ Consent  
□ Ordinance  
☒ Resolution  
□ Regular |
| APPROVALS/REVIEWS | □ City Manager  
□ Asst. City Manager/Finance  
□ Asst. City Manager/Development  
□ Law Director  
☒ Department Director  
□ Other; Energy Board |
| BACKGROUND | The City of Piqua is a participant in the AMP Phase II Solar Project. As a project participant, Piqua is able to develop Solar power generating sites in Piqua. Construction of the Staunton Solar field is essentially complete, interconnected to Piqua’s electric utility & operating as a renewable generating resource. This resolution resolves a remaining property acquisition error identified during construction surveying. |
| BUDGETING AND FINANCIAL IMPACT | Budgeted $: $0  
Expenditure $: $0  
Source of Funds: Power System (401-000-190-3300)  
Narrative: The approval of this resolution has no cost/zero budget impact. |
| OPTIONS | 1. Adopt the resolution to authorize the property disposition.  
2. Defeat the resolution to authorize the property disposition. |
| PROJECT TIMELINE | The construction of the Staunton Solar field is essentially complete. Landscaping will be completed in the Fall during better growing conditions. |
| STAFF RECOMMENDATION | Approve resolution |
| REASON FOR SELECTING CONSULTANT/COMPANY | N/A |
| ATTACHMENTS | Exhibit A - Replat of Inlot 9042 and Inlot 9043 |
RESOLUTION NO. R-105-18
A RESOLUTION TO QUIT CLAIM DEED CITY INTERESTS
IN PART OF INLOTS 581, 582 AND 583

WHEREAS, on May 26, 1987, reference Deed Book 594 Page 617, the City of Piqua acquired ownership interest in the former Conrail Railroad right-of-way from corporation limit to corporation limit, including part of Inlot 581, 582 and 583, as more fully described by Volume 17 Plat 128, Miami County Engineer's Record of Lot Surveys, attached hereto as Exhibit A; and

WHEREAS, on July 23, 1999, reference Deed Records Volume 699 Page 402, the City of Piqua conveyed to Kyle Fincel ownership interest in portions of part of Inlot 581, 582 and 583, with said ownership interests conveyed presumed to extend to the north lot line of the former Conrail Railroad right-of-way; and

WHEREAS, Kyle Fincel owns the property known as 124 N. Roosevelt Avenue, which includes all of the aforementioned portions of part of Inlot 581, 582 and 583 previously conveyed; and

WHEREAS, Kyle Fincel commissioned the preparation of Survey 58 Page 145 of the Miami County Engineer's Record of Land dated June 26, 2018, which identifies a gap of 9.00 feet between the actual north lot line of the former Conrail Railroad right-of-way and the north line of the portions of part of Inlot 581, 582 and 583 previously conveyed, said survey attached hereto as Exhibit B; and

WHEREAS, a legal description of the gap of 9.00 feet between the actual north lot line of the former Conrail Railroad right-of-way and the north line of the portions of part of Inlot 581, 582 and 583 previously conveyed has been prepared, said legal description attached hereto as Exhibit C; and

WHEREAS, the current owner desires to eliminate the gap by replatting the lots collectively occupied by the property known as 124 N. Roosevelt Avenue into a single parcel; and

WHEREAS, Kyle Fincel has requested the City quit claim deed any legal interest it may unknowingly hold in portions of the part of Inlot 581, 582 and 583 presumed to have been previously conveyed, specifically as it relates to the gap of 9.00 feet that has been identified, so that the owner of 124 N. Roosevelt Avenue may replat the lots collectively occupied by the subject property into a single parcel and thereby eliminate any discrepancies in the ownership interest.

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

SEC. 1: The City Manager is hereby authorized to quit claim deed any legal interest the City may unknowingly hold in portions of the part of Inlot 581, 582 and 583 presumed to have been previously conveyed, further described as set forth in Exhibit C attached hereto.

SEC. 2: The City of Piqua shall deed the property at no cost as part of the transfer approved in 1999 as this section of property appears to have been left off of the legal description in error.
SEC. 3: The subject part of the lots will be combined with the lots collectively occupied by the property known as 124 N. Roosevelt Avenue and replatted into a single parcel with a new legal description.

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

KATHRYN B. HINDS, MAYOR

PASSED: ______________________

ATTEST: ______________________

KIMBERLY J. HEBB
ACTING CLERK OF COMMISSION

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

Mayor Kathryn B. Hinds _________ Commissioner John Martin _________
Commissioner William Vogt _________ Commissioner Dave Short _________
Commissioner Kris Lee _________
<table>
<thead>
<tr>
<th><strong>MEETING DATE</strong></th>
<th>July 17, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REPORT TITLE</strong></td>
<td>A RESOLUTION TO QUIT CLAIM DEED CITY INTERESTS IN PART OF INLOT 581, 582 AND 583</td>
</tr>
<tr>
<td><strong>SUBMITTED BY</strong></td>
<td>Chris Schmiesing, City Planner</td>
</tr>
<tr>
<td></td>
<td>Development Department</td>
</tr>
<tr>
<td><strong>AGENDA CLASSIFICATION</strong></td>
<td>☑ Resolution</td>
</tr>
<tr>
<td><strong>APPROVALS/REVIEWS</strong></td>
<td>☐ City Manager</td>
</tr>
<tr>
<td></td>
<td>☐ Asst. City Manager/Finance</td>
</tr>
<tr>
<td></td>
<td>☐ Asst. City Manager/Development</td>
</tr>
<tr>
<td></td>
<td>☑ City Planner</td>
</tr>
<tr>
<td></td>
<td>☑ Planning Commission</td>
</tr>
<tr>
<td><strong>BACKGROUND</strong></td>
<td>The property known as part of Inlot 581, 582 and 583 include a gap of 9 feet in the actual measurements and the legal descriptions. The City owns the adjoining former Conrail Railroad right-of-way and previously conveyed ownership in the subject area to the owner of the adjacent property, Fincel Door Company. The owner of the subject property area has requested the City quit claim deed any legal interest it may unknowingly hold in the subject area so that they may sell the Fincel Door Company property. In doing so the subject part of Inlot 581, 582 and 583 will be replatted to be combined with the lots collectively occupied by the Fincel Door Company improvements. This process clears the way for the preparation of a new legal description for the tract that is free of any unresolved discrepancies in the lot boundaries.</td>
</tr>
<tr>
<td><strong>BUDGET/FINANCIAL IMPACT</strong></td>
<td>Budgeted $: 0</td>
</tr>
<tr>
<td>(Project costs and funding sources)</td>
<td>Expenditure $: 0</td>
</tr>
<tr>
<td></td>
<td>Source of Funds:</td>
</tr>
<tr>
<td></td>
<td>Narrative: Approving the resolution eliminates any uncertainty concerning ownership interest the City may have in the subject property area.</td>
</tr>
<tr>
<td><strong>OPTIONS</strong></td>
<td>1. Adopt the resolution to authorize the quit claim deed.</td>
</tr>
<tr>
<td>(Include deny/approval option)</td>
<td>2. Defeat the resolution and refuse to authorize the quit claim deed.</td>
</tr>
<tr>
<td><strong>PROJECT TIMELINE</strong></td>
<td>July 17, 2018 – City Commission: Final Action</td>
</tr>
<tr>
<td><strong>STAFF RECOMMENDATION</strong></td>
<td>Approve the resolution.</td>
</tr>
<tr>
<td><strong>ATTACHMENTS</strong></td>
<td>Surveys and deeds included with Resolution</td>
</tr>
</tbody>
</table>
### Parcel Summary

<table>
<thead>
<tr>
<th>Parcel</th>
<th>Description</th>
<th>Location</th>
<th>Area (Acres)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Parcel A</td>
<td>...</td>
<td>0.23</td>
</tr>
<tr>
<td>B</td>
<td>Parcel B</td>
<td>...</td>
<td>0.34</td>
</tr>
<tr>
<td>C</td>
<td>Parcel C</td>
<td>...</td>
<td>0.21</td>
</tr>
<tr>
<td>D</td>
<td>Parcel D</td>
<td>...</td>
<td>0.18</td>
</tr>
</tbody>
</table>

**Key Map**

Legend:
- railroad grade
- iron pin found
- stone found
- fence post
- parcel line
- corner
- parcel number
- int number

**Notes:***
1. Odell survey was provided by Mike Guirman at Piqua, Ohio.
2. The original centerline staking is shown on these plots for reference only.
RESOLUTION - EXHIBIT C

July 11, 2018
Revised July 12, 2018

LEGAL DESCRIPTION

Parts Inlots 581, 582, 583, and 584

City of Piqua

Being a part of Inlots 581, 582, 583, and 584 in the City of Piqua, Miami County, Ohio, and further bounded and described as follows:

Beginning at a mag nail set at the northeast corner of Inlot 581 and on the west line of Roosevelt Street and marking the true place of beginning of the tract herein described;

thence South 00 deg.-16'-04" East for 9.00 ft. along the east line of Inlot 581 and the west line of Roosevelt Street to a P.K. nail found;

thence South 89 deg.-45'-10" West for 301.00 ft. along a line across Inlots 581, 582, 583, and into Inlot 584 to a 5/8 in. dia. iron pin set;

thence North 00 deg.-17'-47" West for 9.00 ft. to a 5/8 in. dia. iron pin set;

thence North 89 deg.-45'-10" East for 301.00 ft. along the north lines of Inlots 584, 583, 582, and 581 to the mag nail marking the place of beginning.

Containing a total of 0.0618 acres, including 0.013 acres in Inlot 581, 0.024 acres in Inlot 582, 0.024 acres in Inlot 583, and 0.0008 acres in Inlot 584.

According to a field survey performed by Michael W. Cozatt, Professional Surveyor No. 6001, 534 North Elm Street, Suite C, City of Troy, Ohio 45373, as filed in Vol. 58, Page 145 of the Miami County Engineer’s Record of Land Surveys.

C:file
   Kyle Finkel

Vostro: finkel

[Signature]
RESOLUTION NO. R-106-18

A RESOLUTION REQUESTING CONSENT TO AWARD A CONTRACT TO ENVIRONMENTAL ASSURANCE COMPANY, INC. FOR THE FORMER MO'S LOUNGE ASBESTOS ABATEMENT PROJECT

WHEREAS, after advertisement for bids in accordance with local, state, and federal requirements, bids were opened on July 2, 2018 and bid tabulations were compiled, attached hereto as Exhibit A; and,

WHEREAS, it was determined that Environmental Assurance Company, Inc. was the lowest bidder most responsive to the project scope and specifications; and,

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

SEC. 1: The City Manager is hereby authorized to execute a contract with Environmental Assurance Company, Inc. to provide environmental remediation services in accordance with the project scope and specifications prepared for the Former Mo’s Lounge Asbestos Abatement Project.

SEC. 2: The Finance Director certifies that the 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, not exceeding a total of $210,000.00.

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

__________________________
KATHRYN B. HINDS, MAYOR

PASSED: ______________________

ATTEST: ______________________
KIMBERLY J. HEBB
ACTING 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

**Item # 7**

**Staff Report**

<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>July 17, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A RESOLUTION REQUESTING CONSENT TO AWARD A CONTRACT TO ENVIRONMENTAL ASSURANCE COMPANY, INC. FOR THE FORMER MO'S LOUNGE ASBESTOS ABATEMENT PROJECT</td>
</tr>
<tr>
<td>SUBMITTED BY</td>
<td>Chris Schmiesing, City Planner</td>
</tr>
<tr>
<td></td>
<td>Development Department</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>☑City Planner ☐Planning Commission</td>
</tr>
<tr>
<td>BACKGROUND (Description, background, justification)</td>
<td>The Riverfront District Development Strategy identifies three projects critical to seeding the riverfront with more activity and people to begin the transformation of this area of the downtown. The projects include 1) the expansion and redesign of Lock 9 Park; 2) the redevelopment of the Zollinger’s building into market rate residential units; and, 3) the renovation and redevelopment of Mo’s Lounge and the adjacent parcels. Authorization of the Former Mo’s Lounge Asbestos Abatement Project will begin the process of readying the structure located at 111 S. Main Street for the type of renovation and reuse opportunities contemplated by the Riverfront District Development Strategy. The asbestos abatement project will ready the east addition to the original building for demolition and ready the original portion of the building for the restoration work needed to make the structure weather tight. The demolition and restoration work will be completed under a separate contract to executed in 2018 following the completion of the environmental remediation work. Finish renovations will be completed by a future end user.</td>
</tr>
<tr>
<td>BUDGET/FINANCIAL IMPACT (Project costs and funding sources)</td>
<td>Budgeted $: $271,000</td>
</tr>
<tr>
<td></td>
<td>Expenditure $: $204,900 bid amount; $5,100 contingency amount</td>
</tr>
<tr>
<td></td>
<td>Source of Funds: US EPA Grant 71% (up to $200,000) - Estimated share $149,100</td>
</tr>
<tr>
<td></td>
<td>City of Piqua 29% - Estimated share $60,900</td>
</tr>
<tr>
<td></td>
<td>Narrative: Approving the resolution allows for this catalytic project to move forward.</td>
</tr>
<tr>
<td>OPTIONS (Include deny/approval option)</td>
<td>1. Adopt the resolution to authorize the execution of a contract for this project.</td>
</tr>
<tr>
<td></td>
<td>2. Defeat the resolution and deny authorization to execute a contract for this project.</td>
</tr>
<tr>
<td>PROJECT TIMELINE</td>
<td>July 17, 2018 – City Commission: Final Action</td>
</tr>
<tr>
<td>STAFF RECOMMENDATION</td>
<td>Approve the resolution.</td>
</tr>
<tr>
<td>ATTACHMENTS</td>
<td>Bid tabulations included with resolution</td>
</tr>
<tr>
<td>Bidder</td>
<td>Amount</td>
</tr>
<tr>
<td>---------------------------------------------</td>
<td>-----------</td>
</tr>
<tr>
<td>Environmental Assurance Company, Inc.</td>
<td>$204,900.00</td>
</tr>
<tr>
<td>Environmental Demolition Group, LLC</td>
<td>$228,800.00</td>
</tr>
</tbody>
</table>
RESOLUTION NO. R-107-18

A RESOLUTION OF AUTHORIZATION TO SUBMIT AN APPLICATION FOR OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED FOR THE CATCH BASIN REPLACEMENT PROJECT

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure; and

WHEREAS, the City of Piqua is planning to make capital improvements to the storm sewer system by the replacement of deteriorated, broken down catch basins throughout the City; and

WHEREAS, the infrastructure improvements herein above described are considered to be a priority need for the community and is a qualified project under the Ohio Public Works Commission programs,

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 of Piqua approves filing an application with the Ohio Public Works Commission for funding in the amount of $200,000 for the Catch Basin Replacement Project and;

SEC. 2: Gary A. Huff, City Manager, is hereby authorized and directed to apply to the Ohio Public Works Commission for funds as described above and to provide all information and documentation and to enter into any agreements required to become eligible for possible funding assistance;

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: ____________________________
KIMBERLY J. HEBB
ACTING CLERK OF COMMISSION

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

Mayor Kathryn B. Hinds ________ Commissioner John Martin ________
Commissioner William Vogt ________ Commissioner Dave Short ________
Commissioner Kris Lee ________
<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>July 17, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A Resolution of authorization to submit an application for Ohio Public Works Commission State Capital Improvement and Local Transportation Improvement Program(s) and to execute contracts as required for the Catch Basin Replacement Project.</td>
</tr>
<tr>
<td>SUBMITTED BY</td>
<td>Name &amp; Title: Janel Ranly, Development Program Manager</td>
</tr>
<tr>
<td></td>
<td>Department: Development</td>
</tr>
<tr>
<td>AGENDA CLASSIFICATION</td>
<td>☒Resolution</td>
</tr>
<tr>
<td>APPROVALS/REVIEWS</td>
<td>☒City Manager</td>
</tr>
<tr>
<td>BACKGROUND</td>
<td>This Resolution would allow for the City Manager to file an application with the Ohio Public Works Commission (OPWC) for funding in the amount of $200,000 for the Catch Basin Replacement Project. The project will consist of the replacement of deteriorated, broken down catch basins throughout the City.</td>
</tr>
<tr>
<td>BUDGETING AND FINANCIAL IMPACT</td>
<td>Budgeted $: $0</td>
</tr>
<tr>
<td>(Includes project costs and funding sources)</td>
<td>Expenditure $: Costs will be included in the 2019 budget</td>
</tr>
<tr>
<td>Source of Funds:</td>
<td></td>
</tr>
<tr>
<td>NARRATIVE</td>
<td>The City will apply for grant funding from the Ohio Public Works Commission (OPWC) for $200,000. Total project cost is $255,000. The remaining $55,000 will come from Stormwater funds.</td>
</tr>
<tr>
<td></td>
<td>The project will replace 100 catch basins. These 100 catch basins were chosen after 3,000 catch basins were inspected throughout the City and scored for deterioration.</td>
</tr>
<tr>
<td>OPTIONS</td>
<td>1. Approve the resolution and submit an application to the OPWC for funding for the Replacement Catch Basin Project.</td>
</tr>
<tr>
<td>(Include Deny /Approval Option)</td>
<td>2. Do not approve the resolution and provide guidance as to additional funding sources.</td>
</tr>
<tr>
<td>PROJECT TIMELINE</td>
<td>The Catch Basin Replacement Project is scheduled to begin construction in the summer of 2019 if the City is awarded the grant.</td>
</tr>
<tr>
<td>STAFF RECOMMENDATION</td>
<td>Approve the resolution and submit an application to the OPWC for funding for the Catch Basin Replacement Project.</td>
</tr>
<tr>
<td>----------------------</td>
<td>-------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>ATTACHMENTS</td>
<td>None</td>
</tr>
</tbody>
</table>