REGULAR PIQUA CITY COMMISSION MEETING
TUESDAY, FEBRUARY 5, 2019
6:00 PM
COMMISSION CHAMBER – 2nd FLOOR
201 WEST WATER STREET - PIQUA, OHIO  45356

CALL TO ORDER

THE PLEDGE OF ALLEGIANCE

ROLL CALL OF PIQUA CITY COMMISSION & PIQUA HEALTH BOARD

ANNOUNCEMENTS

PROCLAMATION HONORING: SUSAN BOLLINGER, WILLIAM BOLLINGER & KAYLA MILLER

PIQUA HEALTH BOARD MEETING

CONSENT AGENDA

1. APPROVAL OF MINUTES
   Approval of the minutes from the Tuesday, July 19, 2016 Piqua Health Board meeting

2. RES. NO. H-304
   A Resolution employing James Burkhardt, D.O. as Medical Director of the Board of Health

ADJOURNMENT FROM THE PIQUA HEALTH BOARD MEETING

REGULAR PIQUA CITY COMMISSION MEETING

CONSENT AGENDA

3. APPROVAL OF MINUTES
   Approval of minutes from the January 15, 2019 Regular City Commission Meeting

NEW BUSINESS

4. ORD. NO. 1-19 (1st Reading)
   An Ordinance amending Chapter 33 of the Piqua Municipal Code Employment Policy

5. RES. NO. R-6-19
   A Resolution authorizing a one year lease with Piqua Youth Baseball and Softball Association (PYBSA)

6. RES. NO. R-7-19
   A Resolution to levy assessments to pay for the cost of nuisance abatements

7. RES. NO. R-8-19
   A Resolution requesting authorization to agree upon easement and right of entry on the property located at 1319 Stratford Drive being owned by Jerry L. and Jonell Seay AKA Jo Nell Seay
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 TO EXECUTIVE SESSION

1. To consider pending or imminent litigation

ADJOURNMENT
MINUTES
PIQUA CITY COMMISSION
Tuesday, July 19, 2016 7:30 P.M.

PIQUA HEALTH BOARD

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

CONSENT AGENDA

Approval of the minutes from the August 28, 2012 Piqua Health Board

Moved by Commissioner Martin, seconded by Commissioner Wilson, that the minutes of the August 28, 2012 Piqua Health Board be adopted. Voice vote, Aye; Martin, Terry, Wilson, Vogt, and Hinds. Nay: None.

RES. NO. H-302
A Resolution appointing Melissa Kinney as Registrar of Vital Statistics for the Piqua Board of Health

Amy Welker, Health and Sanitation Director provided the Staff Report.

The Vital Statistics Registrar is responsible for maintaining the birth and death records for the City Health District. Melissa Kinney has received the necessary training from the Ohio Department of Health and has been fulfilling the responsibilities of the Registrar position. This resolution will give Melissa Kinney the full duties of the Registrar position, stated Ms. Welker.

Public Comment

No one came forward to speak for or against Resolution H-302.


RES. NO. H-303
A Resolution to authorize certain actions by the Health Commissioner or his authorized representative(s)

Amy Welker, Health and Sanitation Director provided the Staff Report.

State law has provisions for the Health Commissioner to take action to prevent adverse health events in restaurants and other food operations. The Local Board of Health must authorize the health Commissioner or his representative to act on these provisions. Resolution H-303 authorizes the Health Commissioner or his representative to embargo food items. Embargoing prevents the food items from being sold or processed, and may be necessary in the event of a foodborne disease outbreak when suspected food items should no longer be sold. This allows action to take place without going through the process of Board approval which could take significant time, stated Ms. Welker.
Public Comment

No one came forward to speak for or against Resolution H-303


Moved by Commissioner Vogt, seconded by Commissioner Martin, to adjourn from the Piqua Health Board at 7:40 P.M.

Prepared by: REBECCA J. COOL

KATHRYN B. HINDS, MAYOR

PASSED: ____________________________

ATTEST: ____________________________

JESSICA MORGAN STEIN
CLERK OF COMMISSION
RESOLUTION NO. H-304

A RESOLUTION EMPLOYING JAMES BURKHARDT, D.O., AS MEDICAL DIRECTOR OF THE BOARD OF HEALTH

WHEREAS, Section 33.12 of the Piqua Code established the City Manager as Health Commissioner; and

WHEREAS, Section 3709.11 of the Ohio Revised Code requires this Board to provide for adequate medical direction of all personal health and nursing services by the employment of a licensed physician as Medical Director; and

WHEREAS, James Burkhardt, D.O. is a licensed physician;

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: Dr. James Burkhardt is hereby employed as Medical Director of this Board commencing on January 1, 2019.

SEC. 2: The duties of said Medical Director shall be to provide adequate medical direction of all personal health and nursing services, to advise staff as needed, and to provide direction during emergencies.

SEC. 3: 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 $4,800.00.

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: _______________________
JESSICA MORGAN STEIN
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

Legislation Date 2/5/2019
# Commission Agenda
## Staff Report

<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>February 5, 2019</th>
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</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A Resolution Employing James Burkhardt, D.O., as Medical Director of the Board of Health</td>
</tr>
</tbody>
</table>
| SUBMITTED BY | Name & Title: Amy Welker, RS  
Department: Health & Sanitation |
| AGENDA CLASSIFICATION | □ Consent  
□ Ordinance  
☑ Resolution  
□ Regular |
| APPROVALS/REVIEWS | ☑ City Manager  
□ Asst. City Manager/Development  
□ Department Director;  
□ Other: |
| BACKGROUND | The Ohio Revised Code requires a Board of Health to employ a medical director. This resolution fulfills that requirement. Dr. Burkhardt also serves as the medical director for Miami County and is a Piqua resident. Dr. Burkhardt treats Piqua residents through our contract for Pre-natal, Well Child, and Reproductive Health clinic services at the county. |
| BUDGETING AND FINANCIAL IMPACT | Budgeted $: $4800  
Expenditure $: $4800  
Source of Funds: Health Department funds |
| OPTIONS | 1. Approve the resolution  
2. Deny the resolution and provide further direction  
3.  
4. |
| PROJECT TIMELINE | Employment of Dr. Burkhardt will continue until the contract is altered, suspended, or withdrawn by either party. |
| STAFF RECOMMENDATION | Approve the resolution. |
| REASON FOR SELECTING CONSULTANT/COMPANY | |
| ATTACHMENTS | |
PIQUA CITY COMMISSION
MINUTES
TUESDAY, JANUARY 15, 2019
6:00 P.M.

Piqua City Commission met in the Municipal Government Complex – 201 West Water Street

Mayor Hinds called the meeting to order at 6:00 PM followed by the Pledge of Allegiance.

Roll Call as follows: Present: Mayor Hinds, Commissioners Lee, Short, Martin and Vogt. Absent: None.

PRESENTATION
Ruth Koon-Friends of the Library

Ruth Koon and various members of the Friends of the Library were in attendance at this evening's meeting. Ruth reported a Gala Celebration for the 10th anniversary of the restoration of the Fort Piqua Plaza was held on November 16, 2018 and raised nearly $32,000. These funds went directly to the Piqua Community Foundation to go towards maintenance of the Fort Piqua Plaza building. Ruth stated, "It was probably the most wonderful and successful evenings that I have ever been involved with in our community." Ruth and committee members thanked Piqua City Commissioners and the City for their support of the event and their organization.

PROCLAMATION
Mayor Hinds presented Rebecca J. Cool with a proclamation honoring her service as Piqua City Clerk of Commission with 29 years of service.

Following the presentation of the proclamation, Mayor Hinds then presented Rebecca J. Cool with a Resolution of appreciation for her 31 years of service with the City of Piqua.

Mayor Hinds, City Manager Gary Huff, and Piqua City Commissioners thanked Becky for her dedication to the City of Piqua and wished her well in retirement.

Becky then thanked Commission and City staff for her employment at the City of Piqua and stated everyone has been wonderful during her career here. Mayor Hinds also thanked Steve Cool for his service as well.

CONSENT AGENDA

MINUTES FROM DECEMBER 18, 2018
Approval of the minutes from the December 18, 2018 Regular City Commission Meeting.

RES. NO. R-1-19
A Resolution appointing Jessica Morgan Stein as substitute Clerk of Commission for the City of Piqua

RES. NO. R-2-19
A Resolution of Appreciation for the Public Service of Rebecca J. Cool as a City Employee

Commissioner Martin, moved for the approval of the Consent Agenda, motion was seconded by Commissioner Vogt.

Motion was carried unanimously, and Mayor Hinds declared the Consent Agenda adopted.
NEW BUSINESS

RES. NO. R-3-19
A Resolution authorizing a purchase order to Barrett Paving Materials Inc. as the primary supplier, and Valley Asphalt Corporation as the secondary supplier of hot mix for the 2019 Street and Alley Maintenance Program

Brian Brookhart was in attendance at the January 15th meeting and updated Commission on this item. Brian stated in November of 2018, Bev Yount the City’s Purchasing Analyst, advertised for asphalt bids sending the bid specs to various companies. The bid tabulation was attached to the Resolution. Asphalt is purchased each year for street paving and resurfacing projects. $332,280 was budgeted for this work to be completed in 2019.

Commissioner Vogt, moved for the adoption of Res. No. R-3-19, seconded by Commissioner Martin. Motion carried unanimously.
RES. NO. R-3-19-Adopted

RES. NO. R-4-19
A Resolution for consent to apply for, accept and enter into a Water Supply Revolving Loan Account Agreement for Asset Management Planning and designating a dedicated repayment source for the loan

Sky Schelle was in attendance at the January 15th meeting and updated Commission on the Resolution. Sky stated in October of 2018 the Ohio EPA finalized the Asset Management Rule which mandated public water treatment facilities to create a written plan that categorizes and prioritizes their assets with respect to condition. Sky further explained the details of the Revolving Loan Account.

The anticipated loan award date is the second quarter of 2019 and the Resolution is required by the Ohio EPA.

Commissioner Martin, moved for the adoption of Res. No. R-4-19, seconded by Commissioner Short. Motion carried unanimously.
RES. NO. R-4-19-Adopted

RES. NO. R-5-19
A Resolution authorizing the City Manager to execute a contract to employ Frank J. Patrizio as Law Director and McCulloch, Felger, Fite and Gutmann Co., L.P.A. as Legal Counsel for the City of Piqua

Gary Huff, City Manager, reported interviews were conducted in December of 2018 to fill the Law Director position and after the interviews, the City Manager decided to continue to employ the law firm of McCulloch, Felger, Fite and Gutmann Co. LPA because of their knowledge and familiarity with the Piqua Community.

Commissioner Vogt, moved for the adoption of Res. No. R-5-19, seconded by Commissioner Martin. Motion carried unanimously.
RES. NO. R-5-19 Adopted

CITY MANAGER’S REPORT
City Manager Gary Huff stated there are several openings on Piqua City Boards and Committees. He asked citizens if they were interested to please go online and apply for one of the openings.

COMMISSIONERS COMMENTS
Commissioners Vogt, Martin, Short and Lee congratulated Becky Cool on her retirement and wished her well.

Mayor Hinds also congratulated Becky Cool on her retirement.
Mayor Hinds asked citizens to be aware of elderly neighbors with needs, such as shoveling snow or just checking on them.

**ADJOURNMENT TO EXECUTIVE SESSION**

To consider pending or imminent litigation

Motion was made by Commissioner Vogt to move from the Regular City Commission Meeting and move into Executive Session at 6:17 P.M. motion seconded by Commissioner Martin. Motion carried unanimously.

Motion was made by Commissioner Vogt seconded by Commissioner Martin to adjourn from the Executive Session at 6:50 P.M. Motion carried unanimously.

Motion was made by Commissioner Martin seconded by Commissioner Short to adjourn from the Regular City Commission meeting at 6:55 P.M. Motion carried unanimously.

KATHRYN B. HINDS, MAYOR

PASSED: _______________________

ATTEST: _______________________

JESSICA MORGAN STEIN
CLERK OF COMMISSION
ORDINANCE NO. 1-19

AN ORDINANCE AMENDING CHAPTER 33 OF THE PIQUA MUNICIPAL CODE EMPLOYMENT POLICY

WHEREAS, the City Commission requested Section 33.05 be amended to have clearer language; and

WHEREAS, Chapter 33 reflects the benefits for all non-union employees.

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

SECTION 1. That the City of Piqua hereby amends Section 33.05 of Chapter 33 Employment Policy by repealing said section attached as Exhibit A and replacing it as follows:

33.05 SICK LEAVE.

The following provisions shall apply to all Schedule A and A-1 employees except those covered under §33.15 of this chapter.

A) For the purposes of this section, SICK LEAVE means the total sick time of an employee. Sick leave may include up to 960 hours of unused sick leave accumulated by a city employee during prior service with another political subdivision of the state.

B) Regular full-time employees shall earn and accumulate sick leave credits on the basis of one and one-quarter days for each completed month of service. Regular part-time employees shall earn and accumulate sick leave credits on a pro rata basis. Credit shall be accumulated by an employee on extended sick leave only if there is an intention to and a reasonable expectation of a return to work as approved by the City Manager. Subject to the limitations set forth below, unused sick leave shall be cumulative beyond the year in which it was earned.

C) In addition to absences covered by the federal Family Medical Leave Act, sick leave may be used for absences due to injury, exposure to a contagious disease and illness in the employee’s immediate family. IMMEDIATE FAMILY means spouse, parent (natural, step or in-law), children or other relative living in the employee’s household. Sick leave will not be granted while an employee is on vacation unless proof of illness or injury is submitted.

D) An employee with six or more years of service with the city may convert up to a maximum of five days in excess of 60 days accumulated sick leave for the purposes of vacation in any year. This conversion will be on the basis of one day of vacation for each one day of sick leave, without regard to when the sick leave was accumulated or credited. The employee may, at his or her option, have the same sick days converted instead into cash on the same one-for-one conversion basis by request prior to November 15. An employee hired after January 1, 2010 will not be permitted to convert sick leave to vacation.

E) Employees hired prior to January 1, 2001, upon permanent layoff or termination of employment other than retirement and death benefits (except discharge for theft or felony) -will have sick leave paid as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Conversion Rate Based on Total Unused Sick Leave</th>
<th>Maximum Payable After Conversion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 8 years</td>
<td>0</td>
<td>0 hours</td>
</tr>
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<tr>
<td>------------------</td>
<td>-------------------------------------------------</td>
<td>---------------------------------</td>
</tr>
<tr>
<td>Less than 8 years</td>
<td>0</td>
<td>0 hours</td>
</tr>
<tr>
<td>8-15 years</td>
<td>8 hours for every 3 days</td>
<td>160 hours</td>
</tr>
<tr>
<td>16 - 25 years</td>
<td>8 hours for every 2 days</td>
<td>240 hours</td>
</tr>
<tr>
<td>Over 25 years</td>
<td>8 hours for every 1 day</td>
<td>480 hours</td>
</tr>
</tbody>
</table>

(F) Employees hired after December 31, 2000, upon permanent layoff or termination of employment other than retirement and death benefits (except discharge for theft or felony) will have sick leave paid as follows:

(G) For employees hired before January 1, 2001, conversion of unused sick leave credited to employees who receive retirement or death benefits shall be on the basis of one day for each one day of total unused sick leave up to a maximum of 1440 hours.

(H) For employees hired after December 31, 2000, conversion of unused sick leave credited to employees who receive retirement or death benefits shall be on the basis of one day for each one day of total unused sick leave up to a maximum of 720 hours.

(I) For employees hired after January 1, 2010, conversion of unused sick leave credited to employees who receive retirement or death benefits (only) shall be on the basis of one day for each one day of total unused sick leave up to a maximum of 480 hours.

SECTION 2. All other sections of Chapter 33 of the Piqua Municipal Code not amended herein shall remain in effect as is.

SECTION 3. This Ordinance shall be effective at the earliest time permitted by law.

KATHRYN B. HINDS, MAYOR

PASSED: ____________________________

ATTEST:  
JESSICA MORGAN STEIN  
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 Kris Lee
Commissioner Dave Short

Legislation Date 2/5/2019
33.05 SICK LEAVE.

The following provisions shall apply to all Schedule A and A-1 employees except those covered under §33.15 of this chapter.

(A) For the purposes of this section, **accumulated sick leave** means the total sick time of an employee. Sick leave may include up to 120 days 960 hours of unused sick leave accumulated by a city employee during prior service with another political subdivision of the state.

(B) Regular full-time employees shall earn and accumulate sick leave credits on the basis of one and one-quarter days for each completed month of service. Regular part-time employees shall earn and accumulate sick leave credits on a pro rata basis. Credit shall be accumulated by an employee on extended sick leave only if there is an intention to and a reasonable expectation of a return to work as approved by the City Manager. Subject to the limitations set forth below, unused sick leave shall be cumulative beyond the year in which it was earned.

(C) In addition to absences covered by the federal Family Medical Leave Act, sick leave may be used for absences due to injury, exposure to a contagious disease and illness in the employee’s immediate family. **Immediate family** means spouse, parent (natural, step or in-law), children or other relative living in the employee’s household. Sick leave will not be granted while an employee is on vacation unless proof of illness or injury is submitted.

(D) An employee with six or more years of service with the city may convert up to a maximum of five days in excess of 60 days accumulated sick leave for the purposes of vacation in any year. This conversion will be on the basis of one day of vacation for each one day of sick leave, without regard to when the sick leave was accumulated or credited. The employee may, at his or her option, have the same sick days converted instead into cash on the same one-for-one conversion basis by request prior to November 15. An employee hired after January 1, 2010 will not be permitted to convert sick leave to vacation.

(E) For employees hired prior to January 1, 2001, accumulated sick leave up to 120 days will be payable upon permanent layoff or termination of employment other than retirement and death benefits (except discharge for theft or felony) on the following formula: will have sick leave paid as follows:

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<td>0</td>
<td>0 hours</td>
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<tr>
<td>8-15 years</td>
<td>8 hours for every 3 days</td>
<td>960 hours</td>
</tr>
<tr>
<td>16 – 25 years</td>
<td>8 hours for every 2 days</td>
<td>960 hours</td>
</tr>
<tr>
<td>Over 25 years</td>
<td>8 hours for every 1 day</td>
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(F) For employees hired before January 1, 2001, conversion of unused sick leave credited to employees who receive retirement or death benefits shall be on the basis of one day for each one day accumulated of total unused sick leave up to a maximum of 1440 hours.
(G) For employees hired after December 31, 2000, accumulated sick leave up to 480 hours will be payable upon permanent layoff or termination of employment other than retirement and death benefits (except discharge for theft or felony) on the following formula: will have sick leave paid as follows:

(1) Less than eight years service: no conversion.
(2) Eight years to 15 years of service: eight hours pay for each three days of accumulated sick leave.
(3) Sixteen years to 25 years service: eight hours pay for each two days of accumulated sick leave.
(4) Over 25 years of service: eight hours pay for each day of accumulated sick leave.

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<td>16 – 25 years</td>
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(H) For employees hired after December 31, 2000, conversion of unused sick leave credited to employees who receive retirement or death benefits shall be on the basis of one day for each one day accumulated of total unused sick leave up to a maximum of 720 hours.

(I) For employees hired after January 1, 2010, conversion of unused sick leave credited to employees who receive retirement or death benefits (only) shall be on the basis of one day for each one day accumulated of total unused sick leave up to a maximum of 480 hours.
RESOLUTION NO. R-6-19

A RESOLUTION AUTHORIZING A ONE YEAR LEASE WITH
PIQUA YOUTH BASEBALL AND SOFTBALL ASSOCIATION (PYBSA)

WHEREAS, the City has leased the baseball fields and concession stand at Pitsenbarger Park to the Piqua Youth Baseball and Softball Association (PYBSA) with the last lease expiring on 2/28/19; and

WHEREAS, the PYBSA desires to renew the lease, benefitting the youth of the City of Piqua; and

WHEREAS, the City desires to lease the baseball fields and concession stand for a period of one year.

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

SEC. 1: The City Manager is hereby authorized to enter into a Lease in substantially the same form as attached Exhibit “A” with the Piqua Youth Baseball and Softball Association (PYBSA) for the use of the baseball fields and concession stand at Pitsenbarger Park.

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

KATHRYN B. HINDS, MAYOR

PASSED: ____________________________

ATTEST:

JESSICA MORGAN STEIN
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 Kris Lee
Commissioner Dave Short

Legislation Date: 2/5/2019
CITY OF PIQUA
LEASE

The City of Piqua, Ohio, the Lessor, in consideration of the rents and covenants herein after stipulated to be paid and performed by the Piqua Youth Baseball and Softball Association of Piqua, Ohio, the Lessee, does hereby grant, demise, let and lease unto the said Lessee, the premises described as the baseball fields and concession stand located at Pitsenbarger Park.

To have to hold the same with the appurtenances, unto the said Lessee for and during a term of one (1) year from the first day of March, 2019 until the last day of February, 2020.

Yielding and paying therefore, during the term aforesaid, the yearly rent of One Dollar ($1.00) payable in advance, on the first day of March each year of this lease. The Lease payment shall be payable to the Lessor at the Piqua Municipal Complex, 201 West Water Street.

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

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

2. That the Lessee will use and occupy said premises in a careful, safe and proper manner and will indemnify and hold the City, its officers, employees, agents and volunteers harmless from any liability growing out of the use of said premises by said Lessee. All participants and Piqua Youth Baseball and Softball Association activities shall sign a release and waive all claims against the City, its officers, employees, agents and volunteers.

3. That said Lessee will not use or occupy said premises for any purpose other than for use of promotion of the Piqua Youth Baseball and Softball Association program in the City of Piqua and shall have use of said premises for only so long as they maintain the Piqua Youth Baseball and Softball Association program.

4. That the Lessee may have full control and use of said premises for the duration of the contract. That anyone using said premises without the written consent of the Lessee or Lessor is in violation of the said premises and that either party will have the right to remove said violators from the premises. That the Piqua Youth Baseball and Softball Association retain the approval of the city to construct gates on all of the baseball fields under this lease. Also, the Piqua Youth Baseball and Softball Association shall be given approval to place locks on gates to keep better control of the play on these fields and shall leave at least one (1) field unlocked for public use if field conditions and required maintenance of said fields permit unregulated use.

Any fences constructed on the property shall be deemed fixtures and shall remain with the land upon termination of this Lease unless Lessor permits the removal of any fencing.
5. That any failure of the Lessor to enforce rights or seek remedies upon any default of the Lessee with respect to the obligations of the Lessee hereunder, or any of them, shall not prejudice or affect the rights or remedies of the Lessor in the event of any subsequent default of the Lessee.

6. Tenant will keep the interior and exterior of the Leased Premises in a safe, clean and orderly state at all times and will not store any refuse, trash, toxic or hazardous materials or wastes in or around the structures or on the Premises. The Lessee will ensure restrooms are kept safe and clean during their events and will inform the Lessor of any maintenance needs. Lessor will provide a dumpster.

7. The Lessee agrees to accept the Premises in its present "as-is" condition and shall maintain the leased premises in a safe condition at all times. Lessee shall have the right to install, attach, affix or otherwise place in or upon the premises any and all structures, appurtenances, equipment and signs deemed by it to be necessary for its proper use of the Leased Premises provided conformance with all applicable laws and regulations; provided, however, that Lessee shall make no exterior alterations which attach, affix or deface the exterior of the Premises without the prior approval of Lessor, which approval shall not unreasonably be withheld.

Lessor agrees to provide water, wastewater and electric service to Lessee at no charge and will mow and maintain the turf only. Lessor also agrees to repair/replace any exterior lighting fixtures for ball fields and security with like or similar fixtures at no charge. No third party shall repair or perform any work on the ball field lighting fixtures w/o the City's prior approval. If appropriations permit, Lessor will assist in maintaining and repairing the concession stand building identified in Exhibit A and possessing the address of 1517 South Street for utility billing purposes. The Lessor will also assist in the maintenance of ball field fencing. All other structures, facilities and equipment are the responsibility of the Piqua Youth Baseball and Softball Association. The Lessee will submit written request for assistance with the maintenance and repair for the building at lease three weeks in advance for minor repairs and by July 1st of each year for the following calendar year for any major repairs and renovations. The submittals of requests for major repair and renovations will not necessarily guarantee the receiving of appropriations for work desired but will serve as input for the preparation and execution of the Lessor's annual operating and capital budgets for the following year. Lessee shall maintain insurance to provide coverage for loss or damage to any of its property stored or kept on the leased premises. Lessee shall indemnify Lessor for any negligence of maintenance of said premises.

In the event of termination or expiration of this lease, any or all said improvements, structures, appurtenances, equipment and/or signs affixed to the structures and Premises may, at City's sole option, be considered abandoned by the Lessee and become the property of the City.
8. Lessor shall not be responsible for any damage or loss to Lessee's property located on the leased premises. All fixtures installed by Lessee and all equipment, stock, supplies and all personal property of any kind or description whatsoever in the Leased Premises belonging to Lessee, shall be at Lessee's sole risk and City shall not be liable for any damage done to or loss of such property or loss suffered by the business or occupation of Tenant regardless of the cause of such damage or loss, unless City's employee, agents or independent contractors negligence was the sole proximate cause of such damage or loss.

9. The Lessee agrees to assume full responsibility of operating a youth baseball and softball program for the City of Piqua which includes all administration, staffing, concessions and field and structure maintenance.

10. That the Lessee, shall not assign this lease or in any manner sublet the premises: Lessee may enter into field use agreements with local youth baseball or softball organizations, which share or reimburse Lessee expenses for maintaining or operating the premise through cash or in-kind contributions, with permission of the City Manager or designee.

11. Lessor shall have the right to have access to the Leased Premises at reasonable times and for reasonable purposes and to utilize the Leased Premise for public events, subject to availability of the facility, at no cost to the City and without liability to Lessee.

12. That the Lessee agrees to obtain insurance for the protection of the City and the Lessee and to the satisfaction of the City Manager for not less than One Million ($1,000,000) per claim and Three Million ($3,000,000) per incident and the Lessee file a Certificate of Insurance with the City on an annual basis as the coverage is placed each year. Lessor, its employees, agents, volunteers, all boards, commissions, and/or authorities and board members, including employees, agents and volunteers thereof shall be an additional insured and the Certificate shall state that 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. The limits of liability shall be adjusted as needed during the term of the Lease by agreement of the Lessor and Lessee and in conformity with the then prevailing custom of insuring liability in the State of Ohio. Lessee agrees to cause each insurance policy carried by Lessee insuring Lessee's property against loss by fire or causes covered by the standard extended coverage endorsements to be written in a manner so as to provide that the insurance company waives all right of recovery by way of subrogation against Lessor for any loss or damage covered by such policy. Lessor shall not be liable to the Lessee or any other party for any loss or damage caused by fire or any or the risks enumerated in the standard extended coverage endorsement.
13. It is an essential term of this Lease that Lessee demonstrate responsible use of the funds and facilities entrusted to them by the community. Therefore the Lessee will have a professional financial audit performed annually and provide Lessor with a copy of the findings.

14. Lessor may appoint an oversight committee to ensure the terms of the Lease are being met. Lessor may terminate this Agreement should Lessee violate any of the provisions contained herein. It is an essential term of this Agreement that Lessee provide a safe and family friendly environment at all times and failure to do so is cause for immediate termination of this Agreement.

* Provided, however, if said Lessee shall fail to keep and perform any of the covenants, agreements, provisions, terms or conditions of this lease, on the part of the Lessee to be kept and performed, or if said Lessee shall abandon or vacate said premises during the term hereof, or if said Lessee shall make an assignment for the benefit of creditors, or if the interest of said Lessee in said premises shall be sold under execution of the other legal process, it shall be lawful for said Lessor to enter as if this lease had not been made, and thereupon this lease and everything herein contained on the part of said Lessor to be done and performed shall cease, determine and be utterly void; without prejudice, however, to the Lessor's right of action for breach of covenant. The commencement of a proceeding or suit in forcible entry and detainer or in ejectment, or otherwise, after any default by the Lessee, shall be equivalent, or otherwise, after any default by the Lessee, shall be equivalent in every respect to actual entry by the Lessor.

IN WITNESS WHEREOF, Landlord and Tenant have hereunto executed this Lease as of the _________ day of __________, 2019.

WITNESS: ____________________________

Lessor:
City of Piqua

By: ____________________________

Gary A. Huff, City Manager

Date: ____________________________

WITNESS: ____________________________

Lessee:

Piqua Youth Baseball Association
President
APPROVED AS TO FORM:

Frank Patrizio
Law Director
RESOLUTION NO. R-7-19

A RESOLUTION TO LEVY ASSESSMENTS TO PAY FOR THE COST
OF NUISANCE ABATEMENTS

WHEREAS, Chapter 91 of the Piqua Code of Ordinances requires the abatement of nuisances; such as grass and weed cutting, trash and debris removal, property maintenance improvements, demolition of structures, and similar actions;

WHEREAS, Chapter 91 of the Piqua Code of Ordinances also sets forth the power to summarily abate nuisances and certify the cost of said abatements to the County Auditor for collection of the costs the same as other taxes and assessments are collected;

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 assessment of the costs for nuisance abatements, as reported to this Commission in Exhibit "A" attached hereto, are hereby adopted and confirmed.

SEC. 2: There is hereby levied and assessed upon the lot(s) improved by the aforementioned nuisance abatements as described in Exhibit "A", the amount reported as costs in Exhibit "A".

SEC. 3: All unpaid assessments shall be certified by the Clerk of this Commission to the County Auditor, as provided by law, to be by him placed on the tax duplicate and collected as other taxes are collected. Said assessment shall include the cost of publishing and serving of any and all notices, ordinances, and resolutions required.

SEC. 4: At any time after the adoption of this Resolution should the City Law Director or Director of Health & Sanitation enter into a settlement with the property owner regarding his assessments, the Law Director or Director of Health & Sanitation shall have the authority to request the Auditor remove the assessment without any further action by the City Commission.

SEC. 5: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

KATHRYN B. HINDS, MAYOR

PASSED: ______________________

ATTEST: ______________________
JESSICA MORGAN STEIN
CLERK OF COMMISSION

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

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

Legislation Date: 2/5/2019
<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>February 5, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A Resolution to Levy Assessments for the Cost of Nuisance Abatement.</td>
</tr>
</tbody>
</table>
| SUBMITTED BY     | Name & Title: Amy Welker, Director of Health & Sanitation  
                   Department: Health |
| AGENDA CLASSIFICATION | □ Consent  
                         □ Ordinance  
                         □ Resolution  
                         □ Regular |
| APPROVALS/REVIEWS | □ City Manager  
                               □ Asst. City Manager/Finance  
                               □ Asst. City Manager/Development  
                               □ Law Director  
                               □ Department Director,  
                               □ Other: |
| BACKGROUND       | The city abates nuisance conditions on properties including mowing high grass, removing trash, trimming trees, and demolishing structures according to city code. Abatements take place after the property owner has been notified of the condition and given a timeframe to comply with the code. Failure to comply results in the abatement. The cost of the abatement plus an administration fee ($35) is charged back to the property owner. Property owners are also subject to repeat offender charges for multiple violations in a year ($100 3rd & 4th offenses; $500 5th or more offenses.) If the property owner fails to pay the abatement cost then the costs are certified to the county auditor to be placed on the property taxes. The auditor accepts these assessments once per year in September. The City will ask that assessments be adopted quarterly in order to provide ample public notice to current or future property owners. |
| BUDGETING AND FINANCIAL IMPACT | Budgeted $:  
                             Expenditure $:  
                             Source of Funds: Reimbursement of $7,848.44  
                             Narrative: This Resolution will allow for the collection of $7,848.44 which includes the cost to the city to hire contractors to complete the abatements and also administrative costs. |
| OPTIONS          | 1. Pass the Resolution to assess the abatement costs.  
                             2. Do not pass the Resolution. |
<table>
<thead>
<tr>
<th>(Include Deny /Approval Option)</th>
<th>3. Provide further direction to staff.</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.</td>
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<table>
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<tr>
<th>PROJECT TIMELINE</th>
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<thead>
<tr>
<th>STAFF RECOMMENDATION</th>
<th>Pass the Resolution to assess the abatement costs.</th>
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<p>| ATTACHMENTS                     | Exhibit A                                         |</p>
<table>
<thead>
<tr>
<th>#</th>
<th>Issue Street Name</th>
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<tr>
<td>438</td>
<td>ADAMS ST.</td>
<td>N44-013722</td>
<td>MATTHEW C. THOMPSON</td>
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<tr>
<td>330</td>
<td>BROADWAY</td>
<td>N44-005430</td>
<td>ROBERT BASY</td>
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<tr>
<td>218</td>
<td>CLEVELAND ST.</td>
<td>N44-045000</td>
<td>EUNICE NORTH &amp; KEVIN CURL</td>
</tr>
<tr>
<td>151</td>
<td>COVINGTON AVE</td>
<td>N44-045000</td>
<td>MARION COMPTON</td>
</tr>
<tr>
<td>322</td>
<td>GORDON AVE</td>
<td>N44-013722</td>
<td>JERRY FISHER</td>
</tr>
<tr>
<td>511</td>
<td>HARMONY DRIVE</td>
<td>N44-028570</td>
<td>KELLY W. KOON</td>
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<tr>
<td>409</td>
<td>KITT ST.</td>
<td>N44-028570</td>
<td>FLORENCE MAXON</td>
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<tr>
<td>517</td>
<td>LINCOLN ST.</td>
<td>N44-023595</td>
<td>KELLY W. KOON</td>
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<tr>
<td>619</td>
<td>MANIER AVENUE</td>
<td>N44-045000</td>
<td>RACHEL J. FLEDDERMAN</td>
</tr>
<tr>
<td>915</td>
<td>MARLBORO AVENUE</td>
<td>N44-045000</td>
<td>RACHEL &amp; JOYCE FRANCIS</td>
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<tr>
<td>500</td>
<td>MCKINLEY AVE</td>
<td>N44-035320</td>
<td>KENNETH HUBER</td>
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<tr>
<td>707</td>
<td>MCKINLEY AVE</td>
<td>N44-035320</td>
<td>DELMAR CROWELL</td>
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<tr>
<td>454</td>
<td>RIVERSIDE DR.</td>
<td>N44-039520</td>
<td>CLIFFORD HUTTON</td>
</tr>
<tr>
<td>693</td>
<td>SOUTH ST.</td>
<td>N44-022540</td>
<td>MICHAEL &amp; GINGER MCGRATH</td>
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<tr>
<td>904</td>
<td>W GREEN ST.</td>
<td>N44-022540</td>
<td>DAVID WINTROW</td>
</tr>
<tr>
<td>1001</td>
<td>W HIGH ST.</td>
<td>N44-022540</td>
<td>KEVIN SPURGEON</td>
</tr>
<tr>
<td>617</td>
<td>WOOD ST.</td>
<td>N44-022540</td>
<td>JAMES L. CREAGER</td>
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RESOLUTION NO. R-8-19

A RESOLUTION REQUESTING AUTHORIZATION TO AGREE UPON EASEMENT AND RIGHT OF ENTRY ON THE PROPERTY LOCATED AT 1319 STRATFORD DRIVE BEING OWNED BY JERRY L. AND JONELL SEAY AKA JO NELL SEAY

WHEREAS, the City of Piqua desires to complete a Wastewater pump station replacement project behind said property; and

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

WHEREAS, the City of Piqua is responsible for 100% of the cost of right-of-way acquisition on the Wastewater pump station replacement project, in accordance with its agreement with OWPC; and

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

WHEREAS, the property owner has agreed to the terms of both easement and temporary easement total sum price and is willing to execute documents for the agreements.

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 the Right of Entry, the Easement Document and Exhibit B substantially in the form of attached hereto and as all documents, instruments, and agreements contemplated thereby and to execute such amendments to the Right of Entry, the Easement Document and Exhibit B from time to time as contemplated by such agreement for the referred to Parcel No. N44-063900, located on Stratford Drive and being Lot 5812 and 5 feet of Lot 5813 of the Echo Hill Subdivision

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 $4,400.00, which includes 5% contingency.

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

__________________
KATHRYN B. HINDS, MAYOR

PASSED: ____________________

ATTEST: ____________________
JESSICA MORGAN STEIN
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 5th, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A RESOLUTION REQUESTING AUTHORIZATION TO AGREE UPON EASEMENT AND RIGHT OF ENTRY ON THE PROPERTY LOCATED 1319 STRATFORD DRIVE BEING OWNED BY JERRY L. AND JONELL SEAY AKA JO NELL SEAY</td>
</tr>
</tbody>
</table>
| SUBMITTED BY       | Name & Title: Chris Melvin, Superintendent  
Department: Wastewater |
| AGENDA CLASSIFICATION | ☑ Consent  
☑ Resolution  
☐ Ordinance  
☐ Regular |
| APPROVALS/REVIEWS  | ☑ City Manager  
☐ Asst. City Manager/Development  
☒ Asst. Director  
☐ Department Director  
☐ Law Director  
☐ Other: |
| BACKGROUND         | As a part of the Wastewater Pump Stations Replacement/Elimination Project, the City needs to acquire right-of-way and easements for the property located 1319 Stratford Drive and owned by the Seays.  
The City’s Right-Of-Way Consultant has been working with the Seays (property owners) and is in agreement with the fair market value price being offered for the portion of property and easements (permanent & temporary) needed for the project. |
| BUDGETING AND FINANCIAL IMPACT | Budgeted $: $4,400  
Expenditure $: $4,400  
Source of Funds: (404) Fund O & M  
Narrative: This money was budgeted for in the 2019 budget. The $4,400 including 5% contingency is for the acquiring of the permanent easement & the temporary easement |
| OPTIONS            | 1. Approve the Resolutions to acquire the easements 1319 Stratford Drive  
2. Do not approve the resolution and do not complete the Wastewater Pump Station replacement/elimination Project. |
| PROJECT TIMELINE   | The portion of the project construction is scheduled for the early spring of 2019. |
| STAFF RECOMMENDATION | Approve the Resolution to acquire easements from the Seays at 1319 Stratford Drive. |
| REASON FOR SELECTING CONSULTANT/COMPANY | N/A |
| ATTACHMENTS        | Exhibit B- Easement Document and Right of Entry |
RIGHT OF ENTRY

THIS AGREEMENT is entered into this ___ day of __________, 2019, between the City of Piqua, Ohio, a municipal corporation, and Jerry L. Seay and Jonell Seay AKA Jo Nell Seay, Owners of Parcel No. N44-063900, located at 1319 Stratford Drive, Piqua, Ohio, ("Owners") for the City to have the right to enter the land for construction and perpetual maintenance of a pump station.

WHEREAS, the City of Piqua has a pump station that needs replaced and after exploration, the pump station will be constructed on 1608 Echo Lake Drive, Piqua; and

WHEREAS, the City, its agents and representatives require access to 1608 Echo Lake Drive for the construction and maintenance of the pump station, with said access being from 1319 Stratford Drive, Piqua; and

WHEREAS, the property owners of 1319 Stratford Drive are in agreement to grant the necessary easement for ingress and egress for construction and maintenance of the pump station.

NOW THEREFORE, by Agreement, the Owners hereby grant the City of Piqua ingress and egress by a perpetual easement for purposes of constructing and maintaining a pump station as defined herein and in accordance with the terms set forth herein.

TERMS

I. DEFINITIONS

a. City of Piqua. The City of Piqua is a municipal corporation acting under the authority of a City Charter. The City includes any and all employees, officers, contractors or agents authorized to perform work or services under this Agreement or for purposes of carrying out the services to be performed under this Agreement. The City shall be referred to hereafter as “City”.

b. Owners. The Owners of the land are Jerry L. Seay and Jonell Seay AKA Jo Nell Seay and whose tax mailing address is 1319 Stratford Dr., Piqua, Ohio 45356. The Owners shall be referred to hereafter as “Owners”.

c. Land. The land is Parcel No. N44-063900, located on Stratford Drive and being Lot 5812 and 5 feet of Lot 5813 of the Echo Hill Subdivision, shall be referred to hereinafter as the “Land” and specifically excludes the residence thereon.

II. RIGHT OF ENTRY

a. Blair Elliot ("Elliot") owns 1608 Echo Lake Drive, Piqua, Miami County, Ohio, Parcel No. N44-095180, where a new pump station will be constructed by the
City of Piqua. Said pump station is necessary as the existing pump station needs replaced. While the pump station will be located on the land owned by Elliot, access to the pump station will be through 1319 Stratford Drive.

b. The City shall have the right to enter the Land at any time for any purpose related to the pump station. Owners understand that the City will require access at any time for the construction of and perpetual maintenance of the pump station and, as much as possible, the City will not interfere with the Owner’s use of the driveway. Owners agree that upon approval of the City Commission of the project, a perpetual easement for access that will run with the land to access the pump station for any purpose will be granted by Owners as well as a temporary construction easement. The duration of the temporary construction easement is twelve (12) months immediately following the date on which the work described above is first commenced by the City. (Ex. A)

1. The City shall pay Owners Three Thousand Four Hundred Forty and 00/100 Dollars ($3,440.00) for the Perpetual Easement and Seven Hundred and Thirty-Five ($735.00) for the Temporary Construction Easement for a total of Four Thousand One Hundred and Seventy-Five ($4,175.00).

2. The City shall record the Perpetual Easement with the Miami County Recorder.

c. Any maintenance, including repair and construction, of the pump station shall be conducted in a manner causing the least possible disturbance to the Owners’ land. The City agrees to compensate the Owners for any damage to the land that may arise out of, or be incidental, to any work done at the pump station that cannot be repaired. The City shall first restore the land to its original condition before directly compensating Owners.

d. By executing this Agreement, Owners acknowledge that the Property has only been used for residential and/or agricultural purposes and is unaware of any hazards that may be present on or contained within the Property.

e. The City shall provide Owners 30 calendar days written notice prior to the commencement of construction.

1. During construction, the parties agree to the following:
   (a). The City may use existing driveway and lawn to access the construction site of the pump station;
   (b). The City shall try to access the construction site for the pump station without accessing the back yard beyond the bounds of the temporary construction easement area, but if back yard is necessary, it should be by the least intrusive means;
i. Should the City use any portion of the backyard outside of the temporary construction easement area, it shall compensate the Owners fifty dollars ($50.00) per day for the period of use;
(c). The City shall repair and restore any damage done to the driveway or property at its expense;
(d). During repair of the driveway, the Owners shall park all vehicles on Stratford Drive as there will be no access to the driveway;
(e). During construction, the driveway will remain open at all times;
(f). The City shall remove at its expense any overhead obstructions; and
(g). A rock garden and tree area located at the end of the driveway on the east edge will be removed and by the City and not replaced.

2. After construction, the parties agree to the following:
(a). The City shall replace the driveway and concrete pad from using it as a construction entrance of a material selected by the City and approved by the Owners;
(b). The City shall construct an extension east of the driveway that will be the continued drive to and easement to the pump station;
(c). The City shall replace the drain line from under the concrete pad from the east end of the pad to the east line of the property.
(d). The Owners shall be able to use the extended driveway but shall not obstruct the access path to the pump station.
(e). See Exhibit B

f. Maintenance of the Easement does not include mowing or lawn care, snow removal or any other condition that would be within the normal course of a homeowner’s obligation in maintaining his property. Maintenance of the easement includes repairing any damage that is caused by the City’s use of the easement area.

III. OTHER

a. Assignment. This Agreement is not assignable without prior written consent of City.

b. Binding. This Agreement is binding on and will inure to the benefit of the parties here, their personal representatives, heirs, successors and assigns.

c. Notice. All notices required by this Agreement shall be in writing and sent by regular U.S. mail to the following on behalf of the City:

Wastewater Superintendent
City of Piqua
121 Bridge St.
Piqua, Ohio 45356

Jerry L. and Jonell Seay AKA Jo Nell Seay
1319 Stratford Drive
Piqua, Ohio 45356
d. **Law.** This Agreement shall be construed in accordance with the laws of the State of Ohio and any applicable law of the City of Piqua.

e. **Time.** City shall accept and record the utility easement upon passage of a Resolution at a public City Commission meeting and upon execution of this Agreement.

f. **Sale of Property.** Should Owner consider selling the property, Owner will notify City prior to the final sale but said Easement shall remain on the Land.

**IV. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties. Any amendment hereto must be agreed upon by both parties and confirmed in writing as stated herein.

In witness whereof, the parties have set their hands hereto this ___ day of ____________, 2019, before a Notary Public.

_____________________________  ______________________________
City of Piqua                  Witness
Gary A. Huff                   
City Manager

STATE OF OHIO, COUNTY OF MIAMI, SS:

BE IT REMEMBERED that on the _____ day of ____________, 2019, before me, a notary public in and for said county, personally came Gary A. Huff, City Manager for the City of Piqua, Ohio, in the foregoing Right of Entry, and acknowledged that he did sign the foregoing instrument on behalf of the City of Piqua and was authorized to do so by Resolution No. R-___-19.

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

_____________________________
Notary Public State of Ohio
OWNER: 

Jerry L. Seay

Witness:

STATE OF OHIO, COUNTY OF MIAMI, SS:

BE IT REMEMBERED that on the _____ day of _____________, 2019, before me, a notary public in and for said county, personally came Jerry L. Seay, the OWNER in the foregoing Right of Entry, and acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

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

______________________________
Notary Public State of Ohio

OWNER: 

Jonell Seay AKA Jo Nell Seay

Witness:

STATE OF OHIO, COUNTY OF MIAMI, SS:

BE IT REMEMBERED that on the _____ day of _____________, 2019, before me, a notary public in and for said county, personally came Jonell Seay AKA Jo Nell Seay, the OWNER in the foregoing easement, and acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

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

______________________________
Notary Public State of Ohio
EASEMENT

Jerry L. Seay and JoNell Seay, AKA Jo Nell Seay, husband and wife (hereinafter "Grantors"), for and in consideration of the sum of One Dollar ($1.00) and for other good and valuable considerations, to them paid by the City of Piqua, an Ohio Incorporated City (hereinafter "Grantee"), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the said Grantee, its successors and assigns forever, a perpetual and temporary ingress and egress access easement in, upon and over certain land hereinafter described, as follows:

Perpetual Easement
Situated in Section 12, Town 8, Range 5E, MRS, City of Piqua, Miami County, Ohio and being part of Lot 5812 of Echo Hills Subdivision as recorded in Record Book 7, Page 98 of the Miami County, Ohio Recorder's Office and being an Ingress Egress Easement, the boundary of which being more particularly described as follows:

Beginning at a point in the east right of way line of Stratford Drive, said point also being the southwest corner of said Lot 5812;

Thence with said east right of way line, N01° 51' 00" E a distance of 12.17 feet;

Thence through said Lot 5812 the following three (3) courses:

1. N82° 20' 56" E a distance of 69.02 feet;
2. N70° 58' 32" E a distance of 39.37 feet;
3. N76° 11' 34" E a distance of 85.31 feet to a point in the east line of said Lot 5812;

Thence with said east line, S05° 43' 00" E a distance of 28.93 feet to a point in the south line of said Lot 5812;

Thence with said south line, S82° 20' 56" W a distance of 95.68 feet;

Thence continuing, S82° 20' 56" W a distance of 97.79 feet to the point of beginning.
Temporary Easement Expiring February 25, 2020

Situated in Section 12, Town 8, Range 5E, City of Piqua, Miami County, Ohio and being part of Lot 5812 of Echo Hills Subdivision as recorded in Record Book 7, Page 98 of the Miami County Recorder’s Office and being a Temporary Construction Easement, the boundary of which being more particularly described as follows:

Beginning in at a point in the east line of said Lot 5812, said point being N05° 43’ 00” W a distance of 28.93 feet from the southeast corner of said Lot 5812;

Thence S76° 11’ 34” W a distance of 85.31 feet;

Thence S70° 58’ 32” W a distance of 36.00 feet to the east house line of 1319 Stratford Lane;

Thence along the east house line N09° 51’ 03” W a distance of 23.33 feet;

Thence the following three (3) courses:

1. N76° 20’07” E a distance of 81.97 feet;
2. N05° 43’ 00” W a distance of 60.00 feet;
3. N76° 11’ 34” E a distance of 40.40 feet to the aforementioned east line of Lot 5812;

Thence along said east line, S05° 43’ 00” E a distance of 80.00 feet to the Point of Beginning.

Containing 0.112 acres, more or less and being subject to easements, restrictions, and rights of ways of record.

Bearings are based on Record Book 9, Page 50.

The Grantors hereby covenants with said Grantee, its successors and assigns, that they are the true and lawful owners of said premises; that they are lawfully seized of the same in fee simple and have good right and power to grant, bargain, sell, convey and release the same to said Grantee.

Witness their hands this ___ day of __________________, 2019.
STATE OF OHIO, COUNTY OF MIAMI, SS:

Before me, a Notary Public, in and for said County and State, personally appeared Jerry L. Seay and JoNell Seay, AKA Jo Nell Seay, husband and wife, who acknowledged that they did sign the foregoing instrument and that the same was their free act and deed.

Witness my official signature and seal this ___ day of ________________, 2019.

Notary Public-State of Ohio
My Comm. Exp

THIS INSTRUMENT PREPARED BY:
Frank J. Patrizio
McCulloch, Felger, Fite & Gutmann Co., L.P.A.
Attorneys at Law
Piqua, Ohio 45356