CALL TO ORDER

THE PLEDGE OF ALLEGIANCE

ROLL CALL

ANNOUNCEMENTS

OATH OF OFFICE – PIQUA POLICE DEPARTMENT
> POLICE LIEUTENANT – JEREMY B. WEBER

EXECUTIVE SESSION
a. To consider pending or imminent litigation

ADJOURNMENT

REGULAR PIQUA CITY COMMISSION MEETING

CONSENT AGENDA

1. APPROVAL OF MINUTES
   Approval of the minutes from the August 1, 2019 Piqua City Commission Worksession, the August 6, 2019
   Regular Piqua City Commission Meeting and the August 8, 2019 Piqua City Commission & Troy City
   Council Public Meeting

2. RES. NO. R-72-19
   A Resolution of Appreciation for the Public Service of Bruce A. Jamison as a City Employee

NEW BUSINESS

3. RES. NO. R-73-19
   A Resolution directing Staff to develop and implement policies and procedures relating to Utilities

4. RES. NO. R-74-19
   A Resolution to authorize an amendment to the CDBG Downtown Revitalization Program Construction
   Management Services Contract

5. RES. NO. R-75-19
   A Resolution of Intent to vacate public right-of-way

6. RES. NO. R-76-19
   A Resolution to authorize a contract for the Lock 9 Park Utility Project

7. RES. NO. R-77-19-Amended
   A Resolution authorizing the City Manager to approve a lawsuit settlement agreement

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
PIQUA CITY COMMISSION WORK SESSION
MINUTES
Thursday, August 1, 2019
7:00 P.M.

Piqua City Commission met at 7:00 P.M. in the Municipal Government Complex Commission Chambers located at 201 W. Water Street for a special work session with regard to utility issues

TOPICS OF DISCUSSION

Political allocation of resources in comparison to surrounding cities

Comparison of Piqua and Troy electric rates

Need for industry in the City of Piqua

What is going to be fixed and what are the compromises on the report?

Explanation of obligations that require the rates to be what they are and why we did not buy into any other city for water usage

Base charges on utility bills

Amounts of loans for the utility services and the repayment of the same

Suggestions for assistance with regard to citizens who are struggling to pay their utility bills

Rates and policies for the filling of Swimming Pools

Level Billing policy

Policy for paying utility bills on-line and the research of implementation of software packages with regard to the utility billing process, as well as explanation as how the billing is processed when it is paid on-line

Discussion of what temperature it would need to be to guarantee non-shut off of utility service

Fees for checking the meters and the process of calibration of the meters, and possible yearly calibration check of the meters

Tenant’s rights with regards to who pays for repairs with regard to electrical issues – landlord or tenants?

Cost containment for utility expenses as far as salaries and wages for utility department

Estimated billing and if consumers could enter their own meter readings or notify city of their current meter reading and discussion of meter reading software and possible outsourcing of updates with Edison students

Billing issues as far as when the bills are mailed and when the post office actually delivers them

Concerns over how long we knew about EPA regulations

Establishment of a "citizens help fund" where citizens could contribute monies to help those having issues paying their bills
Written down policy for payment plan options

Information on the next Government Academy

**ADJOURNMENT**

The Work Session ended at 9:30 p.m.

__________________________  
KATHRYN B. HINDS, MAYOR

PASSED: ____________________

ATTEST: ____________________  
KAREN S. JENKINS  
CLERK OF COMMISSION
PIQUA CITY COMMISSION
MINUTES
Tuesday, August 6 2019
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.

Roll Call as follows: Present: Mayor Hinds, Commissioners Lee, Grissom and Martin. Absent: Commissioner Vogt.

Commissioner Martin made a motion to excuse Commissioner Vogt, seconded by Commissioner Grissom. Motion carried unanimously.

OATH OF OFFICE

Fourth Ward Commissioner James C. "Chris" Grissom was sworn in by Mayor Hinds

ANNOUNCEMENTS

Bill Jaqua, 607 N. Sunset Drive wanted to advise that two chefs would be coming to the Piqua downtown, being Chef Todd (Lock Tenders) and Chef Adam Lange (River Rock Grill).

Jeff Lange, 9586 St. Rt. 66 expressed appreciation for the 2019 clean sweep of the Great Miami River sponsors, listing the individual participants and reported that 5,120 pounds of trash was pulled out of the river and this was a record low.

Mr. Lange also wanted to express appreciation to Walmart for their donation of supplies with regard to the graffiti clean up of the bridge under the I-75 by-pass and to Barrett Paving for the filling of rut holes under the bridge at Miami River Road.

RESIDENCE PRIDE AWARDS

Mayor Hinds recognized the following property owners which have received the Residence Pride Awards. None of the recipients were in attendance at the Commission meeting. Mayor Hinds thanked these residents for fixing up their homes and encouraging the rest of us to do the same.

Brittany & Nicholas Brown 618 W. Ash Street
Tina & Mark Dowty 1040 Broadway Street
Brenda & Richard Rhodes 1407 Garfield Street
Connie & Dennis Dowell 410 Staunton Street
Beth Kazer/Sue Teach 520 N. Wayne Street

CONSENT AGENDA

APPROVAL OF MINUTES

Approval of the Minutes from the July 16, 2019 Regular City Commission Meeting

Commissioner Martin moved for the approval of the Consent Agenda; motion was seconded by Commissioner Grissom.

Motion was carried unanimously, and Mayor Hinds declared the Consent Agenda approved.

OLD BUSINESS: There was no old business to discuss at this time.
NEW BUSINESS

RES. NO. R-63-19
A Resolution establishing "Trick or Treat/Beggars' Night" in the City of Piqua

City Manager Huff provided the information with regard to this resolution.

Mayor Hinds asked for any questions or comments from the Commission. There were none
Mayor Hinds asked for any questions or comments from the Public. There were none

Motion was made by Commissioner Lee to adopt Res. No. R-63-19; motion seconded by
Commissioner Grissom; motion was carried unanimously and Mayor Hinds declared Res. No. R-63-19 adopted.

RES. NO. R-64-19
A Resolution authorizing a purchase order to Cargill, Incorporated for the purchase of road salt for the
Street Department

Brian Brookhart, Public Works Director, presented the staff report.

Mayor Hinds asked for any questions or comments from the Commission.

Commissioner Martin inquired as to what would happen if we were in need of over 2,000 tons of salt.

Mr. Brookhart responded that we can purchase more, the 2,000 ton amount was just an approximation.

City Manager Huff stated that we would ask for more bids.

Mayor Hinds asked for any questions or comments from the Public. There were none.

Motion was made by Commissioner Martin to adopt Res. No. R-64-19; motion seconded by
Commissioner Lee; motion was carried unanimously and Mayor Hinds declared Res. No. R-64-19 adopted.

RES. NO. R-65-19
A Resolution authorizing a purchase order to Lebanon Ford for the purchase of a Ford F-450 Cab & Chassis

Shane Johnson, Underground Utilities Superintendent, presented the staff report.

Mayor Hinds asked for any questions or comments from the Commission.

Commissioner Martin inquired as to the advantage of having a crew cab.

Mr. Johnson replied that a crew cab would not be accommodating.

Mayor Hinds replied it would cost $3,000 more if we got crew cabs and that was affirmed by Mr. Johnson.

Mayor Hinds asked for any questions or comments from the Public.

Kevin Jenkins, 619 N. Downing Street inquired as to the usage of the truck and if it is actually needed.

City Manager Huff stated it would be used to help lift pumps — it is a safety issue and was needed from
a safety standpoint.
Motion was made by Commissioner Lee to adopt Res. No. R-65-19; motion seconded by Commissioner Martin; motion was carried unanimously and Mayor Hinds declared Res. No. R-65-19 adopted.

RES. NO. R-66-19
A Resolution authorizing a purchase order to Ace Truck Body, Inc. for the purchase of a Crane Body
Shane Johnson, Underground Utilities Superintendent, presented the staff report.
Mayor Hinds asked for any questions or comments from the Commission.
Mayor Hinds confirmed this was the lowest bid.
Mayor Hinds asked for any questions or comments from the Public. There were none.
Motion was made by Commissioner Martin to adopt Res. No. R-66-19; motion seconded by Commissioner Grissom; motion was carried unanimously and Mayor Hinds declared Res. No. R-66-19 adopted.

RES. NO. R-67-19
A Resolution authorizing the lease of portions of 8620 North County Road 25A
Shane Johnson, Underground Utilities Superintendent, presented the staff report.
Mayor Hinds asked for any questions or comments from the Commission.
Commissioner Martin questioned the monthly lease amount.
Mr. Johnson replied it was $3,750 per month.
City Manager Huff stated that the Underground Utility Department was moved to this location from the nuclear power plant, that it would be too cost prohibitive to go back to that facility as well as the future of the nuclear plant may include demolition.
Motion was made by Commissioner Lee to adopt Res. No. R-67-19; motion seconded by Commissioner Martin; motion was carried unanimously and Mayor Hinds declared Res. No. R-67-19 adopted.

RES. NO. R-68-19
A Resolution authorizing a purchase order to Gametime/DWA Recreation, Inc. for the purchase of a playground structure for Pitsenbarger Park
Brian Brookhart, Public Works Director, presented the staff report.
Mayor Hinds inquired as to the location in the park of the new equipment
Mr. Brookhart responded it would be placed in the small playground structure next to McKinley Avenue in close proximity to the existing playground area.
Mayor Hinds stated we are replacing the old equipment due to safety issues with this first class equipment.
Mayor Hinds asked for any questions or comments from the Public.
Ruth Koon, 1307 Park Avenue wanted to express thanks to Edna Stiefel who was instrumental in getting the playground equipment project completed and Chris Lee for all his assistance in moving this forward.

Motion was made by Commissioner Martin to adopt Res. No. R-68-19; motion seconded by Commissioner Grissom; motion was carried unanimously and Mayor Hinds declared Res. No. R-68-19 adopted.

RES. NO. R-69-19
A Resolution authorizing a purchase order to Kenworth of Dayton/Palmer Trucks for the purchase of (2) Kenworth 2020 T370 Municipal Snow Plow Trucks including Snow Removal Equipment

Brian Brookhart, Public Works Director, presented the staff report.

Mayor Hinds asked if we would be trading the other trucks in.

Mr. Brookhart stated that we would be keeping the trucks to be used exclusively for leaf pick up.

Mayor Hinds asked for any questions or comments from the Commission. There were none.

Mayor Hinds asked for any questions or comments from the Public. There were none.

Motion was made by Commissioner Lee to adopt Res. No. R-69-19; motion seconded by Commissioner Martin; motion was carried unanimously and Mayor Hinds declared Res. No. R-69-19 adopted.

RES. NO. R-70-19
A Resolution authorizing a purchase order to Buckeye Ford for the purchase of (3) 2019 Ford F250 Pickup Trucks

Brian Brookhart, Public Works Director, presented the staff report.

Mayor Hinds asked for any questions or comments from the Commission.

Commissioner Martin asked if these trucks were diesel.

Mr. Brookhart responded that they were not.

Mayor Hinds asked for any questions or comments from the Public. There were none.

Motion was made by Commissioner Martin to adopt Res. No. R-70-19; motion seconded by Commissioner Lee; motion was carried unanimously and Mayor Hinds declared Res. No. R-70-19 adopted.

RES. NO. R-71-19
A Resolution to levy assessments to pay for the cost of Nuisance Abatements

Amy Welker, Director of Health & Sanitation, presented the staff report.

Mayor Hinds asked for any questions or comments from the Commission.

Commissioner Martin commented that it would be less expensive for the citizens to hire someone other than the City to do this maintenance.

Mayor Hinds asked for any questions or comments from the Public. There were none.
Motion was made by Commissioner Martin to adopt Res. No. R-71-19; motion seconded by Commissioner Grissom; motion was carried unanimously and Mayor Hinds declared Res. No. R-71-19 adopted.

PUBLIC COMMENT

Bill Jaqua, 607 N. Sunset Drive commented on the police responses to the Oregon District and expressed appreciation for the police department

Commissioner Lee commented on the actions and professionalism of the responding officers.

Leah Berry, 406 W. High Street expressed concerns with the intersection of Main and High Streets with regard to the "go arounds" to the right when a vehicle is turning left.

Mayor Hinds expressed concern for the pedestrians crossing the street at that intersection as well stating that there is an issue with regard to traffic yielding to pedestrians.

Ruth Koon, 1307 Park Avenue commented on the Friends of Piqua Parks landscaping on E. St. Rt. 36. Ms. Koon also expressed concern over the weed issues on the Piqua sign on South County Road 25A and the remaining trailers on N. St. Rt. 66 as far as aesthetics for those entering and exiting the City of Piqua. Ms. Koon also inquired as to the possibility of applying "imminent domain" to the properties on St. Rt. 66

Law Director Patrzio responded that the location of the trailers on St. RT. 66 were outside the City of Piqua, as well as we would need a purpose for an imminent domain.

City Manager Huff stated that we should give the county the opportunity to clean it up first.

Ruth Koon then thanked City Manager Huff for the City's support of the Friends of Piqua Parks.

CITY MANAGER'S REPORT

City Manager Huff had nothing to report at this time.

COMMISSIONERS' COMMENTS

Commissioner Martin thanked the volunteers if the City of Piqua.

Commissioner Lee stated that tonight was the “National Night Out” and encouraged citizens to participate in the activities after the meeting concluded. Commissioner Lee welcomed Chris Grissom as newly appointed commissioner and Logan Welbaum as the newest addition to the Piqua Police force. Commissioner Lee also took a moment to reflect upon the recently occurring shooting event in Dayton, and reminded citizens to watch for school children as school would be starting soon.

Commissioner Grissom expressed his appreciation for being appointed to the Commission and stated that he is looking forward to working with citizens and the commissioners.

Mayor Hinds mentioned Kayla Miller who is the nurse who responded in Dayton during the horrific incident and expressed a huge thank you to Ms. Miller for her efforts and that we are thinking and praying for them. Mayor Hinds also expressed thanks to the responding police officers.

Mayor Hinds further comments/announcements:

The Government Academy is starting up on Monday, September 9, 2019 at 6:00 to continue every Monday night thereafter for 11 weeks.
Read with the Mayor – Monday, August 12 at 10:00 a.m. to be held at Fountain Park.

Down a River Down a Beer will be held at the old power plant this Saturday.

New Teacher lunch to be held Thursday.
Bike Piqua Slow Roll – Monday at 6:00 p.m.

Rock Piqua – Saturday, August 17th at Canal Place.

Schools are starting

Joint Work Session – Thursday at Hobart Brother at 6:00 p.m. to discuss the Lo Dam in our rivers.

ADJOURNMENT

Motion made by Commissioner Martin to adjourn from the Regular City Commission Meeting at 7:00 p.m. motion seconded by Commissioner Lee, motion carried unanimously.

__________________________
KATHRYN B. HINDS, MAYOR

PASSED: ____________________

ATTEST:

__________________________
KAREN S. JENKINS
CLERK OF COMMISSION
PIQUA CITY COMMISSION AND TROY CITY COUNCIL PUBLIC MEETING
MEETING SUMMARY
Thursday, August 8, 2019
6:00 P.M.

Piqua City Commission met with Troy City Council in a Public Meeting on Thursday, August 8, 2019 at 6:00 P.M. in the Bravo Room at Hobart Arena in Troy, Ohio.

A presentation was made by Donald Knight, Jr. of the US Fish and Wildlife Service.

Commissioners/City Manager present: Commissioner Grissom, Commissioner Lee, Commissioner Martin and Mayor Hinds and City Manager Gary A. Huff.

TOPICS OF DISCUSSION

a. Results of low dam removal and river restoration

b. Funding sources for removal

The public meeting adjourned at 7:35 PM.

__________________________________________
KATHRYN B. HINDS, MAYOR

PASSED: ____________________________

ATTEST:
KAREN S. JENKINS
CLERK OF COMMISSION
RESOLUTION NO. R-72-19

A RESOLUTION OF APPRECIATION FOR THE
PUBLIC SERVICE OF BRUCE A. JAMISON
AS A CITY EMPLOYEE

WHEREAS, Bruce A. Jamison has retired as Police Chief with the Police Department; and

WHEREAS, his retirement follows over 32 years of faithful and dedicated service to the City and its citizens;

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

SEC. 1: In recognition and appreciation of the public service of Bruce A. Jamison as Police Chief with the Police Department, this Commission tenders its unanimous and respectful tribute by this Resolution, which shall be a matter of public and permanent record.

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

KATHRYN B. HINDS, MAYOR

PASSED: _______________________

ATTEST: _______________________

KAREN S. JENKINS
CLERK OF COMMISSION

Mayor Kathryn B. Hinds
Commissioner John Martin
Commissioner William Vogt
Commissioner Kris Lee
Commissioner Chris Grissom
RESOLUTION NO. R-73-19

A RESOLUTION DIRECTING STAFF TO DEVELOP AND IMPLEMENT POLICIES AND PROCEDURES RELATED TO UTILITIES

WHEREAS, the Piqua City Commission met with residents on August 1, 2019 to discuss utility costs in Piqua; and

WHEREAS, the following items are directed to the City Manager to develop and/or implement related to utility operations; and

WHEREAS, these directives are generically issued and details will need to be determined; and

WHEREAS, the City Manager will advise the City Commission as these items are developed.

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

SEC. 1: Review financial software programs to provide additional billing details.
SEC. 2: Post on the city website the assistance programs available to customers.
SEC. 3: Develop pool fill-up policy which waives the wastewater fee.
SEC. 4: Purchase AMP Voltages devices for use by customers.
SEC. 5: Establish level billing for customers that have 12 months of service and current on fees.
SEC. 6: Establish a Payment Plan Policy for extenuating circumstances
SEC. 7: Consider establishing a Round-Up Fund for customers needing assistance.
SEC. 8: Establish a Shut-Off Policy for cold weather.
SEC. 9: Post all utility rates on a single city web page.
SEC. 10: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

KATHRYN B. HINDS, MAYOR

PASSED: _______________________

ATTEST: _______________________

KAREN S. JENKINS
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 Kris Lee __________
Commissioner John Martin __________ Commissioner Chris Grissom __________
Commissioner William Vogt __________
RESOLUTION NO. R-74-19

A RESOLUTION TO AUTHORIZE AN AMENDMENT TO THE CDBG DOWNTOWN REVITALIZATION PROGRAM CONSTRUCTION MANAGEMENT SERVICES CONTRACT

WHEREAS, on September 1, 2017 the City of Piqua was awarded a PY 2017 CDBG Community Development Program Grant for its Downtown Revitalization Program; and

WHEREAS, the City of Piqua competitively procured proposals from qualified firms to manage construction services for participating downtown business owner projects; and

WHEREAS, the City of Piqua and Poggemeyer Design Group previously entered into a Construction Management Services Agreement and an increase in the volume of construction management services necessary to the CDBG Downtown Revitalization Program now necessitates an amendment to the original contract amount;

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 an amendment to the Downtown Revitalization Program Construction Management Services Agreement with Poggemeyer Design Group to increase the contract amount not to exceed to $52,500, which will be paid out of administration dollars budgeted in the PY 2017 CDBG grant allocation;

SEC. 2: This Resolution is declared an emergency for the immediate preservation of the public peace, health or safety in the City of Piqua as the Downtown Revitalization Program and construction procedures are under timing requirements and project deadlines to complete drawdown procedures for grant funding.

________________________________________
KATHRYN B. HINDS, MAYOR

PASSED: ________________________________

ATTEST: _______________________________
          KAREN S. JENKINS
          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 Chris Grissom ____________
Commissioner Kris Lee ____________
#### Commission Agenda

**Staff Report**

<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>August 20, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A RESOLUTION TO AUTHORIZE AN AMENDMENT TO THE CDBG DOWNTOWN REVITALIZATION PROGRAM CONSTRUCTION MANAGEMENT SERVICES AGREEMENT</td>
</tr>
<tr>
<td>SUBMITTED BY</td>
<td>Chris Schmiesing, Community and Economic Development Director</td>
</tr>
<tr>
<td></td>
<td>Development Department</td>
</tr>
<tr>
<td>AGENDA CLASSIFICATION</td>
<td>☑ Resolution</td>
</tr>
<tr>
<td>APPROVALS/REVIEWS</td>
<td>☑ City Manager</td>
</tr>
<tr>
<td></td>
<td>☑ Development Director</td>
</tr>
<tr>
<td>BACKGROUND</td>
<td>A higher than expected number of applications received has resulted in an increase in the volume of construction management services necessary to support the CDBG Downtown Revitalization Program. To accommodate this increase in volume it is necessary to increase the contract amount for the construction management services previously authorized for this project. The CDBG Downtown Revitalization Program allocations cover the entire cost of the construction management services.</td>
</tr>
<tr>
<td>BUDGET/FINANCIAL IMPACT</td>
<td>Budgeted: Original $44,500; Amended $52,500</td>
</tr>
<tr>
<td></td>
<td>Expenditure: Not To Exceed $52,500</td>
</tr>
<tr>
<td></td>
<td>Source of Funds: Community Development Block Grant – Downtown Revitalization Program</td>
</tr>
<tr>
<td></td>
<td>Narrative: Approving the resolution will authorize an amendment to the construction management services contract to support the completion of the CDBG Downtown Revitalization Grant Program.</td>
</tr>
<tr>
<td>OPTIONS (Include deny/approval option)</td>
<td>1. Adopt the resolution approve the amendment.</td>
</tr>
<tr>
<td></td>
<td>2. Defeat the resolution to reject the amendment.</td>
</tr>
<tr>
<td>PROJECT TIMELINE</td>
<td>August 20, 2019 – City Commission</td>
</tr>
<tr>
<td></td>
<td>December 31, 2019 – Downtown Revitalization Grant Program Projects Complete</td>
</tr>
<tr>
<td>STAFF RECOMMENDATION</td>
<td>Approve the proposed resolution.</td>
</tr>
<tr>
<td>ATTACHMENTS</td>
<td>Request from PDG.</td>
</tr>
</tbody>
</table>
Contract Amendment

PROJECT: PY17 DT Revitalization Grant  
Construction Management Services  
201 West Water Street  
Piqua, Ohio 45356

CONTRACT AMENDMENT NUMBER: 1

DATE: 8/14/19

PDG PROJECT NUMBER: 10003400004

PROJECT MANAGER: LOF

TO CLIENT: (Name and Address)  
City of Piqua  
201 West Water Street  
Piqua, Ohio 45356

PROJECT DATE: 06/06/18

The Contract is changed as follows:
(Include, where applicable, any undisputed amount attributable to previously executed Contract Amendments)

- Building owners had multiple projects (5-6 per building), instead of 1-2 per building (56 project specifications completed, instead of estimated 25-30)
- Building owners had multiple revisions to existing projects and cancellations of many projects
- Project is going to be extended by 90 days, until December 31, 2019

The original Contract Sum: ................................. $44,500

The net change by previously submitted Contract Amendments: ................................. $0

The Contract Sum prior to this Contract Amendment: ................................. $44,500

The Contract Sum will be increased by this Amendment in the amount of: ................................. $8,000

The new Contract Sum including this Contract Amendment: ................................. $52,500

The Contract Time will be increased by: ................................. 90 days

NOT VALID UNTIL SIGNED BY THE ARCHITECT/ENGINEER AND CLIENT

Poggemeyer Design Group, Inc.  
ARCHITECT/ENGINEER/PLANNER

1168 North Main Street  
Bowling Green, Ohio 43402

City of Piqua

ARCHITECT/ENGINEER/PLANNER

1168 North Main Street  
Bowling Green, Ohio 43402

CLIENT

201 West Water Street  
Piqua, Ohio 45356

ADDRESS

BY (Signature) Paul H. Fegans

DATE Aug. 14, 2019

ADDRESS

BY (Signature)

DATE
RESOLUTION NO. R- 75 -19
A RESOLUTION OF INTENT TO VACATE
PUBLIC RIGHT-OF-WAY

WHEREAS, pursuant to Piqua Charter Section 98, this Commission must adopt a resolution expressing its intention to vacate platted right-of-way located prior to such action being considered; and,

WHEREAS, a petition requesting the vacation of a portion of platted public right of way known as an alley located east of Roosevelt and north of Electric Avenue, as described in Exhibit "A" attached hereto, has been filed with the Clerk of Commission;

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: This Commission hereby intends to vacate a portion of platted public right of way known as an alley located east of Roosevelt Avenue and north of Electric Avenue, as described in Exhibit "A" attached hereto. The City Manager or his duly authorized representative is hereby directed to cause notice of this Resolution to be served by certified mail upon all persons whose property abuts said tract. Said notice shall state the time and place at which objections can be heard by the Planning Commission.

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

PASSED: __________________________

ATTEST:
KAREN S. JENKINS
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 Chris Grissom

KATHRYN B. HINDS, MAYOR
<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>August 20, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A RESOLUTION OF INTENT TO VACATE PUBLIC RIGHT-OF-WAY</td>
</tr>
<tr>
<td>SUBMITTED BY</td>
<td>Chris Schmiesing, Community and Economic Development Director Development Department</td>
</tr>
<tr>
<td>AGENDA CLASSIFICATION</td>
<td>[ ] Consent [ ] Ordinance [x] Resolution [ ] Regular</td>
</tr>
<tr>
<td>APPROVALS/REVIEWS</td>
<td>[ ] City Manager [ ] Asst. City Manager/Finance [x] Development Director [ ] Law Director</td>
</tr>
<tr>
<td>BACKGROUND</td>
<td>The applicant desires to vacate an unimproved portion of platted alley right of way located east of Roosevelt Avenue and north of Electric Street. The subject right of way is currently occupied by private improvements and is not being used for public purposes.</td>
</tr>
<tr>
<td>BUDGET/FINANCIAL IMPACT</td>
<td>Budgeted $: 0 Expenditure $: 0 Source of Funds: Narrative: Approving the resolution will forward the request to the Planning Commission for study and recommendation.</td>
</tr>
<tr>
<td>OPTIONS</td>
<td>1. Adopt the resolution to declare intent to vacate and forward the item to the Planning Commission for consideration. 2. Defeat the resolution and deny the request to consider the petition to vacate the subject right of way.</td>
</tr>
<tr>
<td>STAFF RECOMMENDATION</td>
<td>Approve the proposed resolution.</td>
</tr>
<tr>
<td>ATTACHMENTS</td>
<td>Application petitioning to vacate the subject right of way</td>
</tr>
</tbody>
</table>
RESOLUTION NO. R- 76-19
A RESOLUTION TO AUTHORIZE A CONTRACT FOR THE LOCK 9 PARK UTILITY PROJECT

WHEREAS, the Downtown Riverfront Redevelopment Strategy identifies the reconstruction of Lock 9 Park as a catalytic project key to the redevelopment of the downtown riverfront area; and

WHEREAS, the Piqua Placemaking Initiative advanced the vision for the Lock 9 Park improvements and resulted in the preparation of the plan documents necessary to construct the improvements; and,

WHEREAS, the request for bids was advertised and proposals were solicited in accordance with the applicable procurement policies and requirements; and,

WHEREAS, the bids received have been evaluated and Brumbaugh Construction Inc. has been identified as the lowest responsible responsive bidder.

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

SEC. 1: The City Manager is hereby authorized to enter into a contract with Brumbaugh Construction Inc. in the amount of $565,951.00 to complete the Lock 9 Park Utility Project and may increase the contract amount by up $40,000.00 if this contingency amount becomes necessary to complete the project.

SEC. 2: The Finance Director certifies that funds are available and is hereby authorized to draw her warrant from time to time on the appropriate account of the city treasury in payment according to contract terms.

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: __________________________
KAREN S. JENKINS
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 Chris Grissom
<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>August 20, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A RESOLUTION TO AUTHORIZE A CONTRACT FOR THE LOCK 9 PARK UTILITY PROJECT</td>
</tr>
<tr>
<td>SUBMITTED BY</td>
<td>Chris Schmiesing, Community and Economic Development Director Development Department</td>
</tr>
<tr>
<td>AGENDA CLASSIFICATION</td>
<td>☑️ Resolution</td>
</tr>
<tr>
<td>APPROVALS/REVIEWS</td>
<td>☑️ Development Director</td>
</tr>
<tr>
<td>BACKGROUND</td>
<td>This project is to complete the first phase of the Lock 9 Park improvements, which will include the removal and installation of electric, storm, water and wastewater infrastructure and excavation and grading work that will expose the existing canal walls. The Engineer’s estimate for this project was $670,628. The lowest responsible responsive bid amount came in at $565,951. Future phases will install the surface finishes and other improvements planned for the park space.</td>
</tr>
<tr>
<td>BUDGET/FINANCIAL IMPACT</td>
<td>Budgeted: $670,628.00 Expenditure: $565,951.00 ($40,000 contingency) Source of Funds: Electric, Storm, Water, and Wastewater funds Narrative: Approving the resolution will allow the utility project to be completed fall of 2019 and ready the site for the next phase.</td>
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<tr>
<td>OPTIONS</td>
<td>1. Adopt the resolution to authorize the contract. 2. Defeat the resolution and deny the execution of the contract.</td>
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<tr>
<td>PROJECT TIMELINE</td>
<td>August 20, 2019 – City Commission – Declare Intent to Vacate</td>
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<td>STAFF RECOMMENDATION</td>
<td>Approve the proposed resolution.</td>
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<td>ATTACHMENTS</td>
<td>Bid Tabs</td>
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<tr>
<td>REF</td>
<td>ITEM</td>
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<td>301</td>
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**TOTAL** | | | $1,158,000.00 | $1,158,000.00 | | | | | | | | | | | | | | $1,158,000.00 | $1,158,000.00 |
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<th>REF</th>
<th>NO.</th>
<th>DESCRIPTION</th>
<th>UNIT OF MEASURE</th>
<th>APPLICABLE UNIT</th>
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<th>UNIT COST</th>
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<td>STORM SEWER MANHOLE No. 3, AS PER PLAN</td>
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<td>234</td>
<td>CONSTRUCTION DRAIN SEINES AND SURVEYING, AS PER PLAN</td>
<td>FT.</td>
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**TOTAL** | 810,482 | $351,547.00 | 1,237,468.00 | $609,844.00 | $249,319.00 | 17,245,523.00 | $249,319.00
AMENDED

RESOLUTION NO. R-77-19

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPROVE A LAWSUIT SETTLEMENT AGREEMENT

WHEREAS, former City employee William Douglas Harter filed a federal lawsuit against the City of Piqua and City Manager Gary A. Huff; and

WHEREAS, all parties have agreed to a settlement of the lawsuit; and

WHEREAS, the City of Piqua authorizes the City Manager to approve the lawsuit settlement agreement.

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 approve the settlement agreement.

SEC. 2: The Finance Director certified that funds are available or anticipated to come into the City treasury and is hereby authorized to draw her warrant from time to time on the appropriate account of the city treasury in payment according to the agreement terms.

SEC. 2-3. This Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED: ____________________________

ATTEST: ____________________________

KAREN S. JENKINS
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 Chris Grissom

KATHRYN B. HINDS, MAYOR
SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is entered into by and among Williams Douglas Harter, Jr. ("Mr. Harter" or "Plaintiff"); and the City of Piqua ("the City") and Gary A. Huff ("Mr. Huff") (collectively, "Defendants").

WHEREAS, Mr. Harter previously was employed by the City;

WHEREAS, Mr. Harter filed a lawsuit against the City and Mr. Huff in the Southern District of Ohio styled William Douglas Harter Jr. v. City of Piqua and Gary A. Huff, Case No. 3:18-cv-00391 ("the Lawsuit"), bringing retaliation and hostile work environment claims under Title VII of the Civil Rights Act, Title V of the Americans with Disabilities Act, and state law;

WHEREAS, the City and Mr. Huff have denied and continue to deny any and all of Mr. Harter's claims in the Lawsuit;

WHEREAS, Mr. Harter and Defendants desire to reach a complete and final settlement of any and all differences that exist or that may exist between them, including but in no way limited to the differences at issue in the Lawsuit;

NOW, THEREFORE, in consideration of the mutual promises and valuable consideration described below, and intending to be legally bound, the parties agree as follows:

1. Within ten (10) business days after the City: (a) receives completed and executed IRS W-9 forms from Mr. Harter and his Attorney; (b) receives a copy of Mr. Harter's executed Settlement Agreement and General Release; and (c) the expiration of the revocation period provided in Paragraph 10 below, the City shall (i) pay Mr. Harter Forty Thousand Dollars ($40,000) for alleged non-economic damages, and (ii) pay the law firm of Dungan & Lefevre Co., LPA Sixty Thousand Dollars ($60,000), representing Mr. Harter's alleged attorney's fees incurred in the Lawsuit.

2. Within five (5) business days of the payment in Paragraph 1 being made to Mr. Harter, Mr. Harter shall dismiss the claims in the Lawsuit against the City and Mr. Huff with prejudice. Said dismissal shall be by stipulation of all parties pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii) and shall provide that the court retains jurisdiction to enforce the terms of this Agreement.

3. On January 2, 2020, the City shall pay Mr. Harter an additional Twenty Thousand Dollars ($20,000) for alleged non-economic damages.

4. On July 31, 2020, the City shall reinstate Mr. Harter, without interruption or loss of time from his termination date of July 30, 2018, to a comparable position as that of his former position of employment at a stated salary equal to the salary he would have been earning as of July 31, 2020, if his employment had continued in the same position without interruption since the date of his termination on July 30, 2018.

5. On July 31, 2020, the date of Mr. Harter's reinstatement, the City shall make a payment to the Ohio Public Employees Retirement System ("OPERS") in the amount of $53,991.23, which represents the amount of employer and employee contributions that would have
been reported and paid to OPERS if Mr. Harter would have reported to OPERS between July 30, 2018 and July 31, 2020.

6. On August 1, 2020, Mr. Harter shall voluntarily resign from his employment with the City and hereby agrees not to seek, apply for, or accept future employment with the City. Based on his period of reinstatement, Mr. Harter will be paid and will accept $460.00 less legally required deductions, for which an IRS Form W-2 shall issue to Mr. Harter. Also on August 1, 2020, Mr. Harter shall execute the Supplemental Release attached hereto.

7. Upon Mr. Harter voluntarily resigning from the City and executing the Supplement Release attached hereto, the City shall pay Mr. Harter Nineteen Thousand Five Hundred Forty Dollars ($19,540.00) for alleged back wages, less legally required deductions, for which an IRS Form W-2 shall issue to Mr. Harter.

8. Except for the payments described above, each party shall otherwise bear all of the fees, costs, and expenses incurred by his or its own attorneys or advisors in connection with the action or this Agreement and the settlement it represents.

9. In exchange for the promises and consideration outlined in this Agreement, and as a material inducement to the City and Mr. Huff to enter into this Agreement, Mr. Harter does hereby irrevocably and unconditionally release, discharge, compromise and settle any and all claims, complaints, lawsuits, liabilities, obligations, promises, agreements, grievances, controversies, damages, actions, causes of action, rights, demands, losses, debts, and expenses (including costs and attorney’s fees actually incurred) matured or unmatured, of whatever nature and whether or not presently known that exist as of the execution date of this Agreement against the City, City Commissioners, any City Employees, any City Elected Officials, and Mr. Huff, including any claims of retaliation, hostile work environment, discrimination and any other claims arising out of or relating to Mr. Harter’s employment with the City and/or his separation therefrom, under any federal, state or local law, common law, statute, or otherwise.

10. Exclusively as this Agreement pertains to Mr. Harter’s release of any claims under the Age Discrimination in Employment Act (“ADEA”), Mr. Harter, pursuant to and in compliance with the Older Workers Benefit Protection Act: (i) is advised to consult with an attorney prior to executing this Agreement; (ii) is afforded a period of twenty-one (21) calendar days to consider this Agreement; and (iii) may revoke this Agreement during the seven (7) calendar days following its execution. To the extent Mr. Harter executes this Agreement prior to the expiration of the twenty-one (21) calendar day period specified in (ii) above, Mr. Harter acknowledges and agrees that he was afforded the opportunity to have a period of at least twenty-one (21) calendar days to consider it before executing it and that his execution of this Agreement prior to the expiration of said period was his free and voluntary act. Mr. Harter also agrees that this Agreement is written in a manner that enables him to fully understand its content and meaning.

This Agreement as it pertains to a release of claims under the ADEA shall become effective and enforceable seven (7) calendar days after its execution. All other provisions of this Agreement or parts thereof shall become effective and enforceable upon execution; provided, however, that if Mr. Harter revokes this Agreement as provided in (iii) above, the City and Mr. Huff may revoke this Agreement in its entirety during the seven (7) calendar day period following his revocation.
11. In exchange for the promises and consideration outlined in this Agreement, and as a material inducement to Mr. Harter to enter into this Agreement, the City and Mr. Huff do hereby irrevocably and unconditionally release, discharge, compromise and settle any and all claims, complaints, lawsuits, liabilities, obligations, promises, agreements, grievances, controversies, damages, actions, causes of action, rights, demands, losses, debts, and expenses (including costs and attorney’s fees actually incurred) matured or unmatured, of whatever nature and whether or not presently known that exist as of the execution date of this Agreement against Mr. Harter arising out of or relating to Mr. Harter's employment with the City and/or his separation therefrom, under any federal, state or local law, common law, statute, or otherwise.

12. Mr. Harter specifically acknowledges that Defendants cannot and are not making a determination as to how the settlement payments in this Agreement should be divided for tax purposes based upon the allegations in the Lawsuit, because Defendants continue to deny that Mr. Harter sustained any losses. Mr. Harter understands and agrees that Defendants have not made any representations, warranties, or guarantees regarding the taxable or non-taxable character of the monies paid in accordance with this Agreement. Mr. Harter agrees that he is solely responsible for any additional taxes that he may be obligated to pay associated with the payments made as part of this Agreement.

Mr. Harter agrees to indemnify and hold Defendants harmless for any tax liability of Mr. Harter, including any interest or penalties assessed on Mr. Harter’s tax liability, which may be assessed against the Defendants by the United States Internal Revenue Service, or any state or local department of taxation, arising from the payments made to Mr. Harter pursuant to this Agreement and the Supplemental Release. Mr. Harter is not responsible for, and does not agree to indemnify or hold harmless the Defendants for any tax liability of the Defendants, including interest or penalties, that may be assessed against the Defendants associated with the Defendants' portion of any applicable tax withholding from the payments made to Mr. Harter.

13. Mr. Harter acknowledges and agrees that this Agreement is a compromise of a disputed claim, and any actions taken in connection with it do not constitute, and should not be understood as constituting an acknowledgment, evidence, or an admission of any liability or violation of any law or statute, the common law, or any agreement which exists or which allegedly may exist by and among Mr. Harter, the City and Mr. Huff. The City and Mr. Huff deny and disclaim any liability to Mr. Harter and by entering into this Agreement intend merely to avoid litigation.

14. Mr. Harter shall not disclose the Agreement’s existence or its terms or any related discussions to any other person or entity, except: (a) as required or compelled to do so by law; (b) as necessary for tax or financial planning, and/or preparation or to respond to inquiries or audits by a federal, state or local taxing authority; or as applicable (c) to his spouse. If anyone asks Mr. Harter about the status or resolution of his differences with the City and Mr. Huff, he shall respond solely by stating that the case was resolved to the mutual satisfaction of all parties. Mr. Harter represents that he has not, to date, disclosed to any person, other than to his financial advisor, spouse, and/or attorney, the contents of any and all terms in this Agreement.

15. Mr. Harter agrees that he will not make any disparaging statements or remarks about the City, Mr. Huff, or any City employees. The City and Mr. Huff agree that they will not make any disparaging statements or remarks about Mr. Harter. The City agrees to provide Mr.
Harter with a neutral job reference consisting of the dates of Mr. Harter’s employment and the position(s) held.

16. Other than set forth above in Paragraphs 4 and 6, Mr. Harter agrees not to apply for and renounces and forever waives any and all reinstatement or employment, whether temporary or permanent, part-time or full time, in any capacity whatsoever, with the City. Mr. Harter agrees that he shall not be rehired by the City (except for the one-day reinstatement period described in Paragraphs 4 and 6 of this Agreement) and if he is otherwise rehired or employed by the City, he may be terminated immediately based on this Agreement.

17. This Agreement is binding upon the parties and their respective heirs, administrators, representatives, executors, and assigns and shall inure to the benefit of Mr. Harter, the City, Mr. Huff, and to their respective heirs, administrators, employees, representatives, executors, successors, and assigns.

18. This Agreement sets forth the entire agreement by and among Mr. Harter and Defendants and supersedes any and all prior agreements and understandings, whether written or oral, between them. This Agreement shall not be modified except by written agreement duly executed by or on behalf of each of the parties hereto. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. If any part of this Agreement shall be deemed invalid or unenforceable all remaining parts shall remain binding and in full force and effect.

19. The failure of Mr. Harter or of Defendants to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered as a waiver thereof or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

20. The parties acknowledge that they are fully able and competent to enter into this Agreement, that they have read this Agreement in its entirety, that they have had an opportunity to review it with an attorney, and that their agreement to all of its provisions is made freely, voluntarily, and with full and complete knowledge and understanding of its contents. The parties also acknowledge and agree that, in signing this Agreement, they have not relied upon any representations made by another party with regard to the subject matter, basis, or tax consequences; including the character or treatment of the settlement payment hereunder, or effect of this Agreement or otherwise, other than the obligations of the parties set forth in this Agreement.
SIGNATURE PAGE

The Parties hereto have agreed to execute this Release in multiple counterparts, which taken together, shall constitute a single binding and enforceable agreement.

WILLIAM DOUGLAS HARTER  DATE

GARY HUFF  DATE

CITY OF PIQUA  DATE

BY:

HAVING SEEN AND AGREED

OHIO PUBLIC EMPLOYEES  DATE
RETIREMENT SYSTEM

BY:
SUPPLEMENTAL RELEASE

This Supplemental Release is entered into by and among Williams Douglas Harter, Jr. ("Mr. Harter" or "Plaintiff"); and the City of Piqua ("the City") and Gary A. Huff ("Mr. Huff") (collectively, "Defendants").

WHEREAS, Mr. Harter, the City and Mr. Huff previously entered into that certain Settlement Agreement and General Release ("Agreement"), the terms and conditions of which are fully incorporated herein in their entirety;

WHEREAS, the parties agree that as of the date of the execution of this Supplemental Release each party has complied with and satisfied their respective promises and obligations under the Agreement;

NOW, THEREFORE, in consideration of the mutual promises and valuable consideration described in the Agreement and below, and intending to be legally bound, the parties agree as follows:

1. Within three (3) business days of (a) Mr. Harter voluntarily resigning from his employment with the City, which he has agreed to do on August 1, 2020, (b) Mr. Harter's execution of this Supplemental Release, and (c) the expiration of the revocation period provided in Paragraph 3 below, the City shall pay Mr. Harter Nineteen Thousand Five Hundred Forty Dollars ($19,540.00) for alleged back wages, less legally required deductions, for which an IRS Form W-2 shall issue to Mr. Harter.

2. In exchange for the promises and consideration outlined in this Supplemental Release and the Agreement, and as a material inducement to the City and Mr. Huff to enter into the Supplemental Release and Agreement, Mr. Harter does hereby irrevocably and unconditionally release, discharge, compromise and settle any and all claims, complaints, lawsuits, liabilities, obligations, promises, agreements, grievances, controversies, damages, actions, causes of action, rights, demands, losses, debts, and expenses (including costs and attorney's fees actually incurred) matured or unmatured, of whatever nature and whether or not presently known that exist as of the execution date of this Supplemental Release against the City, City Commissioners, any City Employees, any City Elected Officials, and Mr. Huff, including any claims of retaliation, hostile work environment, discrimination and any other claims arising out of or relating to Mr. Harter's employment with the City and/or his separation therefrom, under any federal, state or local law, common law, statute, or otherwise.

3. Exclusively as this Supplemental Release pertains to Mr. Harter's release of any claims under the Age Discrimination in Employment Act ("ADEA"), Mr. Harter, pursuant to and in compliance with the Older Workers Benefit Protection Act: (i) is advised to consult with an attorney prior to executing this Agreement; (ii) is afforded a period of twenty-one (21) calendar days to consider this Supplemental Release; and (iii) may revoke this Supplemental Release.
during the seven (7) calendar days following its execution. To the extent Mr. Harter executes this Supplemental Release prior to the expiration of the twenty-one (21) calendar day period specified in (ii) above, Mr. Harter acknowledges and agrees that he was afforded the opportunity to have a period of at least twenty-one (21) calendar days to consider it before executing it and that his execution of this Supplemental Release prior to the expiration of said period was his free and voluntary act. Mr. Harter also agrees that this Supplemental Release is written in a manner that enables him to fully understand its content and meaning.

4. In exchange for the promises and consideration outlined in this Supplemental Release and Agreement, and as a material inducement to Mr. Harter to enter into this Supplemental Release and Agreement, the City and Mr. Huff do hereby irrevocably and unconditionally release, discharge, compromise and settle any and all claims, complaints, lawsuits, liabilities, obligations, promises, agreements, grievances, controversies, damages, actions, causes of action, rights, demands, losses, debts, and expenses (including costs and attorney's fees actually incurred) matured or unmatured, of whatever nature and whether or not presently known that exist as of the execution date of this Supplemental Release against Mr. Harter arising out of or relating to Mr. Harter's employment with the City and/or his separation therefrom, under any federal, state or local law, common law, statute, or otherwise.

5. This Supplemental Release, together with the terms of the Agreement, set forth the entire agreement by and among Mr. Harter and Defendants and supersedes all other prior agreements and understandings, whether written or oral, between them. This Supplemental Release shall not be modified except by written agreement duly executed by or on behalf of each of the parties hereto. This Supplemental Release shall be governed by and construed in accordance with the laws of the State of Ohio. If any part of this Supplemental Release shall be deemed invalid or unenforceable all remaining parts shall remain binding and in full force and effect.

6. Mr. Harter acknowledges that he is fully able and competent to enter into this Supplemental Release, that he has read this Supplemental Release in its entirety, that he had an opportunity to review it with an attorney, and that his agreement to all of its provisions is made freely, voluntarily, and with full and complete knowledge and understanding of its contents. Mr. Harter also acknowledges and agrees that, in signing this Supplemental Release, he has not relied upon any representations made by Defendants with regard to the subject matter, basis, or tax consequences; including the character or treatment of the settlement payment hereunder, or effect of this Supplemental Release or otherwise, other than the obligations of the parties set forth in this Supplemental Release.
SIGNATURE PAGE

The Parties hereto have agreed to execute this Release in multiple counterparts, which taken together, shall constitute a single binding and enforceable agreement.

WILLIAM DOUGLAS HARTER

DATE

GARY HUFF

DATE

CITY OF PIQUA

DATE

BY: