REGULAR PIQUA CITY COMMISSION MEETING
TUESDAY, FEBRUARY 18, 2020
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

JOINT MEETING WITH WASHINGTON TOWNSHIP TRUSTEES & PIQUA CITY COMMISSION

ROLL CALL OF PIQUA CITY COMMISSION AND WASHINGTON TOWNSHIP TRUSTEES

CONSENT AGENDA

1. APPROVAL OF MINUTES
   Approval of the minutes from the February 4, 2020 Joint Meeting of the Washington Township Trustees and the Piqua City Commission

2. RES. NO. R-23-20
   A Resolution rescinding Resolution No. R-18-20

3. RES. NO. R-24-20
   A Resolution appointing a member to the Board of Trustees of Forest Hill Union Cemetery

ADJOURNMENT

REGULAR PIQUA CITY COMMISSION MEETING

CONSENT AGENDA

4. APPROVAL OF MINUTES
   Approval of the minutes from the February 4, 2020 Regular Piqua City Commission Meeting

5. RES. NO. R-25-20
   A Resolution of Appreciation for the Public Service of William J. Harding as a City Employee

6. RES. NO. R-26-20
   A Resolution authorizing a three year lease with Piqua Youth Football Association

7. RES. NO. R-27-20
   A Resolution authorizing a three year lease with Piqua Adult Softball League

8. RES. NO. R-28-20
   A Resolution authorizing a three year lease with Piqua Junior Baseball and Softball League, Inc.

9. RES. NO. R-29-20
   A Resolution authorizing a three year lease with Piqua Braves Youth Baseball
10. RES. NO. R-30-20
   A Resolution authorizing a three year lease with Piqua Youth Soccer Association (PYSA)

11. RES. NO. R-31-20
   A Resolution appointing a member to the Housing Council as the Planning Commission Representative

12. RES. NO. R-32-20
   A Resolution appointing a member to the Board of Zoning Appeals as the Planning Commission Representative

13. RES. NO. R-33-20
   A Resolution reappointing a member to the Energy Board

NEW BUSINESS

14. RES. NO. R-34-20
   A Resolution authorizing a purchase order to Horton Emergency Vehicles Company for the purchase of a Medic for the Fire Department

15. RES. NO. R-35-20
   A Resolution authorizing a purchase order to Baker Vehicle Systems Inc. for the purchase of two greens mowers for Echo Hill Golf Course

16. RES. NO. R-36-20
   A Resolution authorizing a purchase order to Ohio CAT for the purchase of a Skid Steer Loader with multiple attachments at the Wastewater Department

17. RES. NO. R-37-20
   A Resolution requesting authorization to enter into an agreement with Hull & Associates Inc. for Professional Engineering Services as related to the Fountain Boulevard/Canal Sanitary and Manhole Replacement Project

18. RES. NO. R-38-20
   A Resolution authorizing the amended lease of a portion of Parcel No. N44-250063

19. RES. NO. R-39-20
   A Resolution requesting the replat of Inlots 8686 and 8687 in the Indian Ridge Subdivision and the vacation of an unused storm sewer easement

20. RES. NO. R-40-20
   A Resolution declaring the City's intention to appropriate 1.871 acres of land located in the Northeast and Southeast quarters of Section 1, Town 8, Range 5E, located in Washington Township, Miami County, Ohio

PUBLIC COMMENT
(This is an opportunity for citizens to address the City Commission regarding agenda items, issues, or to provide information. Comments are requested to be limited to five (5) minutes and specific questions should be addressed to the City Manager's office.)

CITY MANAGER'S REPORT

COMMISSIONERS COMMENT

ADJOURNMENT
MINUTES
PIQUA CITY COMMISSION
JOINT MEETING WITH WASHINGTON TOWNSHIP TRUSTEES
TUESDAY, February 4, 2020
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 Lee called the meeting to order. Also present were Commissioners Hinds, Grissom, Pearson and Fogt, as well as Washington Township Trustees Matt Hartley and Jeff Lange. Absent: Washington Township Trustee Ed McMaken.

Trustee Hartley moved to excuse Trustee McMaken from the meeting, motion was seconded by Commissioner Pearson.

Motion was carried unanimously, and Mayor Lee declared Trustee McMaken excused.

CONSENT AGENDA

APPROVAL OF MINUTES FROM MARCH 5, 2019 MEETING
Approval of the minutes from the March 5, 2019 Joint Meeting of the Washington Township Trustees and the Piqua City Commission

RES. NO. R-18-20
A Resolution appointing a member to the Board of Trustees of Forest Hill Union Cemetery

Commissioner Hinds moved for the adoption of Res. No. R-18-20, seconded by Commissioner Pearson. Motion carried unanimously.

RES. NO. R-18-20 Adopted

ADJOURNMENT

Motion was made by Commissioner Fogt, seconded by Commissioner Grissom to adjourn from the Joint City Commission meeting at 6:03 P.M. Motion carried unanimously.

______________________________
Kris Lee, Mayor

PASSED:_____________________

ATTEST:
KAREN S. JENKINS
CLERK OF COMMISSION
RESOLUTION NO. R-23-20

A RESOLUTION RESCINDING RESOLUTION NO. R-18-20

WHEREAS, on February 4, 2020 Resolution No. R-18-20 was read at a Joint Meeting of the Piqua City Commission and Washington Township Trustees; and

WHEREAS, Resolution No. R-18-20, (A Resolution appointing a member to the Board of Trustees of Forest Hill Union Cemetery) which appointed Mayor Kris Lee was then adopted; and

WHEREAS, after approval of Resolution No. R-18-20 is was determined by Mayor Kris Lee that he would be unable to attend the scheduled meetings of the Forest Hill Union Cemetery Board; and

WHEREAS, it has been determined that the Resolution R-18-20 should be rescinded and a new appointment be made to the Forest Hill Union Cemetery Board.

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

SEC.1: Resolution No. R-18-20 (Attached hereto as Exhibit “A”) is hereby rescinded and Resolution No. R-18-20 shall have no effect.

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

_________________________
Kris Lee, 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 Kris Lee
Commissioner Kathryn B. Hinds
Commissioner Chris Grissom
Commissioner Cindy Pearson
Commissioner Thomas Fogt

WASHINGTON TOWNSHIP TRUSTEES

_________________________
_________________________
_________________________
RESOLUTION NO. R-18-20

A RESOLUTION APPOINTING A MEMBER TO
THE BOARD OF TRUSTEES OF FOREST HILL UNION
CEMETERY

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

SEC. 1: Kris Lee is hereby appointed as a member of the Board of Trustees of Forest Hill Union Cemetery to fill the unexpired term of Kathryn B. Hinds with term to expire on December 31, 2020 or until his successor is confirmed and qualified;

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

Kris Lee, Mayor

PASSED: 2/4/20

ATTEST: Karen S. Jenkins
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by Trustee Hartley, seconded by Commissioner Pearson, and on roll call the following vote ensued:

Mayor Kris Lee
Commissioner Cindy Pearson
Commissioner Thomas Fogt
Commissioner Kazy Hinds
Commissioner Chris Grissom

WASHINGTON TOWNSHIP TRUSTEES

[Signatures]

[Signature]

[Signature]
RESOLUTION NO. R-24-20

A RESOLUTION APPOINTING A MEMBER TO
THE BOARD OF TRUSTEES OF FOREST HILL UNION
CEMETERY

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

SEC. 1: Cindy Pearson is hereby appointed as a member of the Board of Trustees of Forest Hill Union Cemetery to fill the unexpired term of Kathryn B. Hinds with term to expire on December 31, 2020 or until his successor is confirmed and qualified;

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

_________________________
KRIS LEE, 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 Kris Lee
Commissioner Cindy Pearson
Commissioner Thomas Fogt
Commissioner Kazy Hinds
Commissioner Chris Grissom

WASHINGTON TOWNSHIP TRUSTEES

__________________________

__________________________

__________________________
PIQUA CITY COMMISSION
MINUTES
Tuesday, February 4, 2020
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 Lee called the meeting to order.

Roll Call as follows: Present: Mayor Lee, Commissioner Hinds, Commissioner Grissom, Commissioner Pearson, and Commissioner Fogt.

PRESENTATION - PITSENBARGER MOVIE PREMIER COMMITTEE MEMBERS.
Kathy Sherman and Dwayne Thompson offered thanks to the residents of Piqua for their support of the project, stated the monetary proceeds with regard to the movie and reported on the events with regard to the Last Full Measure movie premier.

PRESENTATION - PIQUA PARKS BOARD
Eddie Harvey presented the report and slide show with regard to the Piqua City Pool.

CONSENT AGENDA

APPROVAL OF MINUTES
Approval of the Minutes from the January 21, 2020 Regular City Commission Meeting

RES. NO. R-20-20
A Resolution of Appreciation for the Public Service of Frederick W. Langston as a City Employee

Commissioner Hinds moved for the approval of the Consent Agenda; motion was seconded by Commissioner Fogt. Motion was carried unanimously, and Mayor Lee declared the Consent Agenda approved.

OLD BUSINESS:

ORD. NO. 1-20 (3rd Reading)
An Ordinance declaring the improvement of certain real property located in the City of Piqua, Ohio to be a public purpose; declaring such property to be exempt from real property taxation; designating public infrastructure improvements to be made that will benefit such property; requiring annual service payments in lieu of taxes; authorizing the execution of a Tax Increment Financing Agreement; and establishing a Municipal Public Improvement Tax Increment Equivalent Fund

This is the third reading and Chris Schmiesing, Community and Economic Development Director presented the Staff Report.

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

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

Bill Jaqua, 607 N. Sunset Drive, questioned if we had enough economic tools and the ability to compete with other cities.

City Manager Huff stated that the tools we can utilize was explained last week. Commissioner Hinds stated that the Mock Site visit showed where we are and that "we are in a good place".

Commissioner Grissom offered further comments on the cities resources.
Motion was made by Commissioner Hinds to adopt ORD. NO.1-20, motion seconded by Commissioner Pearson; motion was carried unanimously. Mayor Lee declared Ord. No. 1-20 adopted.

NEW BUSINESS

ORD. NO. 5-20 (1st Reading)
An Emergency Ordinance repealing Schedule A of Chapter 33 of the Piqua Code and adopting a new Schedule A of Chapter 33 of the Piqua Code, relating to wages of certain Municipal Employees.

City Manager Huff asked to waive the three reading rule because this ordinance deals with non-union employees annual raises and that if it is not passed, employees would have to wait another month and a half for their yearly raises.

Motion to waive the 3 reading rule was made by Commissioner Fogt, seconded by Commissioner Grissom, motion carried unanimously and Mayor Lee declared the three reading rule for Ord. No. 5-20 waived.

Catherine M. Bogan, Human Resources Director presented the staff report.

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

Mayor Lee asked for any questions or comments from the Citizens. There were none.

Motion was made by Commissioner Grissom to adopt ORD. NO. 5-20, motion seconded by Commissioner Fogt; motion was carried unanimously. Mayor Lee declared ORD. NO. 5-20 adopted.

RES. NO. R-21-20
A Resolution approving the purchase of liability insurance for Piqua’s combustion turbines

Cynthia Holtzapple, Asst. City Manager/Finance Director presented the staff report.

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

Mayor Lee inquired if this has saved us money in the past. Cynthia Holtzapple reported that in the past the turbines were damaged significantly and that over $1,000,000 in repair costs was reimbursed back to the city.

Commissioner Hinds commented that Ed Krieger from the Power Department talks about how much the turbines actually save the city as far as our power supply.

Commissioner Grissom asked about the age of the turbines

City Manager Huff stated that the turbines are older but that we have had to have them rebuilt.

Mayor Lee asked for any questions or comments from the Citizens.

Joe Drapp 1266 Park Avenue made comments with regard to the turbines and their capability to produce power in the event our grid goes down, that these are essential items and helps maintain credit rating.

Bill Jaqua made comments with regard to the necessity of these turbines and alternate resources to eliminate the usage of these turbines and the possibility of becoming a “smart city”.

City Manager Huff explained the reasons we need to keep the turbines going as long as possible.
Law Director Patrizio explained how and when the turbines operate, and deferred to Joe Drapp to explain how this affects our purchase of power from AMP Ohio.

Mayor Lee commented with regard to the ability to have enough fiber and power to become a “smart city”.

Commissioner Hinds mentioned that we have diverse portfolio and the ability to pull power from so many different places and this makes us unique and very rarely does the city’s power go out.

Jey Roman inquired about the inspection process of the turbines to determine remaining life in turbines, a possibility of non-repair of the turbines, the ability to utilize the turbines without the insurance coverage until the turbines died.

City Manager Huff stated that energy costs would go up by over $1,000,000 without the use of the turbines, they are inspected and in the event they are not replaceable, they would not be fixed.

Joe Drapp provided explanation to Mr. Roman with regard to his questions.

Motion was made by Commissioner Pearson to adopt RES. NO. R-21-20, motion seconded by Commissioner Grissom; motion was carried unanimously. Mayor Lee declared RES. NO. R-21-20 adopted.

RES. NO. R-22-20
A Resolution approving the purchase of excess liability insurance

Cynthia Holtzapple, Asst. City Manager/Finance Director presented the staff report.

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

Commissioner Grissom questioned if this insurance would apply to the removal of dams. City Manager Huff stated that no, this is property insurance (damage from projects, tree removal, etc.) Commissioner Pearson asked if this insurance would cover spillage into the waterways. City Manager Huff stated that coverage from damage due to breakage of levees would be covered.

Mayor Lee asked for any questions or comments from the Citizens. There were none.

Motion was made by Commissioner Grissom to adopt RES. NO. R-22-20, motion seconded by Commissioner Hinds; motion was carried unanimously. Mayor Lee declared RES. NO. R-22-20 adopted.

PUBLIC COMMENT

Marcia Garrett, 318 Westview Drive commented that she would like to see the repairs completed to keep the pool open.

Mayor Lee responded that we will continue to keep the pool open another year, but that we need to look at options to provide funds to be able to do the repairs and keep the pool open, and talked about having a work study to devise a plan of action.

James Verholtz, 1222 Nicklin Avenue – spoke in favor of keeping the pool open.

Leah Berry, 406 W. High Street – spoke in favor of keeping the pool open and expressed concerns with regard to the inability to acquire lifeguards to work at the pool and alternative options for obtaining lifeguards and/or helping with certifications.
Catherine Bogan stated that we are working with the YMCA and Edison to see if they can help with the certification program, pay incentives and that we also need pool managers. Personnel factors are big variables.

Commissioner Hinds addressed the issue of the struggles with regard to the weather and the inability to work.

Bill Jaqua, 807 N. Sunset Drive suggested a town hall meeting to figure out why people are not coming to the pool. He also commented on the change from a charter to a statutory government.

Jey Roman also spoke in favor of keeping the pool open as he feels it is significant to provide a sense of community and having a work session or town hall for the issue of the charter to statutory government issue.

Mayor Lee stated that the charter to statutory issue is Bill Jaqua's project, not the City of Piqua's.

Joe Drapp spoke in favor of keeping the pool open reasoning it would give the kids something to do and keep them off the streets, and that he is in favor of occasionally waiving the three reading rule when circumstances warrant it.

Joe Wilson, 211 W. Greene Street stated he would like to retain a charter city as he does not want the city run under political parties. Mr. Wilson also asked if it would be possible to have the commission meetings aired live on TV.

City Manager Huff stated that the school would have to buy a very expensive piece of equipment to make that happen.

**CITY MANAGER'S REPORT**

No comment

**COMMISSIONERS' COMMENTS**

Commissioner Hinds offered congratulations to Fred Langston and expressed concerns over the pool with regard to the monetary issues.

Commissioner Grissom spoke about the sendoff of Troop 1487 (Iron Camels), the efforts of Natalie Young to bring the community together and the definition of community.

Commissioner Pearson stated that we need to do something about the pool and that the workshop is a good idea, but the bottom line is money.

Commissioner Fogt offered a thank you to Eddie Harvey for the pool presentation, that it is important to bring the students on board, announcements of board openings, that citizens need to get involved in these boards, the local board of legislation rallying together to support citizens, the 200 job vacancies in Piqua and that people need to apply for these jobs.

Mayor Lee offered congratulations to Fred Langston, thank you card from Mayor Oda for assistance from the City of Piqua when they had the tornado. He is proud of the commissioners' attendance at recent events and his conversation with Governor DeWine with regard as to what the Governor could do to help the City. Ohio Means Jobs: availability of over 200 jobs. It looks like we are well set with infrastructure, the send-off of Troop 1487, congratulations to the team that worked on the Pitsenbarger project. Congratulations to Natalie Young with regard to the Home Town HG TV video. An atta boy to Britney Hayslett with regard to customer service with regard to a street light, ideas on setting up a meeting to discuss the pool, setting up the meeting for Thursday, February 27, 2020 to begin at 6:00
p.m. Cudos to Lucky’s Bar for the improvement to the establishment and the improvements being made in that area of Main Street.

ADJOURNMENT

Motion made by Commissioner Grissom to adjourn from the Regular City Commission Meeting at 7:30 p.m. motion seconded by Commissioner Pearson, motion carried unanimously.

Kris Lee, Mayor

PASSED: _______________________

ATTEST: _______________________

Karen S. Jenkins
Clerk of Commission
RESOLUTION NO. R-25-20
A RESOLUTION OF APPRECIATION FOR THE
PUBLIC SERVICE OF WILLIAM J. HARDING
AS A CITY EMPLOYEE

WHEREAS, William J. Harding has retired as Engineering Tech III with the City of Piqua; and

WHEREAS, his retirement follows over 45 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 William J. Harding as an employee of the City of Piqua, 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.

__________________________
Kris Lee, 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 Kris Lee
Commissioner Cindy Pearson
Commissioner Thomas Fogt
Commissioner Chris Grissom
Commissioner Kathryn B. Hinds
RESOLUTION NO. R- 26-20

A RESOLUTION AUTHORIZING A THREE YEAR LEASE WITH PIQUA YOUTH FOOTBALL ASSOCIATION

WHEREAS, the City has leased land at Pitsenbarger Park to the Piqua Youth Football Association with the last lease expiring February 28, 2020; and

WHEREAS, the Piqua Youth Football Association desires to renew the lease, benefitting the youth of the City of Piqua; and

WHEREAS, the City desires to lease the land for a period of three years.

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:

SECTION 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 Football Association for the use of the land at Pitsenbarger Park as described within the lease.

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

__________________________________________
KRIS LEE, 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 Kris Lee
Commissioner Cindy Pearson
Commissioner Thomas Fogt
Commissioner Chris Grissom
Commissioner Kathryn B. Hinds
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<thead>
<tr>
<th><strong>MEETING DATE</strong></th>
<th>2-18-2020</th>
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<tbody>
<tr>
<td><strong>REPORT TITLE</strong></td>
<td>A RESOLUTION AUTHORIZING A THREE YEAR LEASE WITH PIQUA YOUTH FOOTBALL ASSOCIATION</td>
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</tbody>
</table>
| **SUBMITTED BY**       | Name & Title: Brian Brookhart, Public Works Director  
Department: Public Works |
| **AGENDA CLASSIFICATION** | ☑ Resolution  
☐ Ordinance |
| **APPROVALS/REVIEWS**  |  
☐ City Manager  
☐ Law Director  
☑ Asst. City Manager/Finance  
☐ Department Director: |
| **BACKGROUND**         | The Piqua Youth Football Association has leased Pitsenbarger football fields for several years. PYFA would like to have a 3 year lease expiring the last day of February 2023. |
| **BUDGETING AND FINANCIAL IMPACT** |  
☐ Budgeted $:  
☐ Expenditure $:  
Source of Funds: |
| **Narrative:**         | The Piqua Youth Football Association would like to lease the Pitsenbarger football fields for the next three years. |
| **OPTIONS**            | 1. Approve the Resolution to lease Pitsenbarger football fields to PYFA.  
2. Do not approve the Resolution |
| **PROJECT TIMELINE**   |  
STAFF RECOMMENDATION | Approve the Resolution to lease the Pitsenbarger football fields to PYFA through the last day in February 2023 |
| **REASON FOR SELECTING CONSULTANT/COMPANY** |  
ATTACHMENTS | Lease Agreement- Exhibit A |
LEASE BETWEEN THE CITY OF PIQUA AND
PIQUA YOUTH FOOTBALL ASSOCIATION

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 Football Association of Piqua, Ohio, the lessee, does hereby grant, demise, let and lease unto the said lessee, the premises described as the football fields and concession stand located at Pitsenbarger Park.

To have and to hold the same with the appurtenances, unto the said lessee for and during a term of Three (3) years from the first day of March, 2020 until the last day of February, 2023.

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.

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 harmless from any liability growing out of the use of said premises by said lessee. All participants and Piqua Youth Football Association activities shall sign a release and waive all claims against the city upon next regularly scheduled registration period;

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

4. That the lessee may have full control and occupancy 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. The Piqua Youth Football Association retains the approval of the city to construct fencing. Also, the Piqua Youth Football Association shall be given approval to place locks on gates to keep better control of the play on this field and may, upon their discretion, leave field unlocked for public use if field conditions and required maintenance of said fields permit unregulated use;

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. That the lessee will keep the said premises in a clean and orderly state at all times by picking up and depositing all litter in the containers provided by the lessor, and that the lessor will provide a dumpster for disposal;

7. The lessor agrees to provide water, wastewater and electric service to lessee at no charge. The lessor also agrees to repair/replace any exterior lighting fixtures for field and security with like or similar fixtures at no charge. The lessor will also assist, if appropriations permit, assistance in maintaining and repairing the concession stand and press box, storage building identified in Exhibit A and possessing the addresses of 721 McKinley Ave., Pitsenbarger Football Concession Stand, and 1407 South Street for utility billing purposes. All other structures, facilities and equipment are the responsibility of the Piqua Youth Football Association. Lessor does maintain ability to accept or deny receipt and accountability of any or all structures, facilities and equipment for the purpose of placing on City Asset List and subsequent possible financing of maintenance, improvement or replacement. The lessee will submit written request for assistance with the maintenance and repair for the building at least 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. Lessor shall not be responsible for any damage or loss to Lessee’s property located on the leased premises;

8. The lessee agrees to assume full responsibility of operating a youth football program for the City of Piqua which includes all administration, staffing, concessions and field and structure maintenance. It is an essential term of this Lease that the Lessee demonstrates 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 the Lessor with a copy of the findings. Lessee shall provide Lessor with proof of non-profit status annually. The Lessee shall have and follow a set of By Laws provided to the Lessor that are approved by the Lessor.

9. The Lessee shall maintain the leased premises in a safe condition at all times; Lessee shall indemnify Lessor for any negligence of maintenance of said premises;

10. That the lessee, shall not assign this lease or in any manner sublet the premises; lessee may permit special use of the premises with permission of the City Manager or his designee.
11. That the lessee agrees to obtain liability 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 occurrence bodily injury and property damage and Three Million ($3,000,000) in the annual aggregate. 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. A certificate of coverage for the liability coverage and the property coverage purchased by the Association should be on file with the City before the Association commences its program. 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.

* 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, the said lessor and lessee have set their hands to duplicates hereon on the ______________ day of __________________, 2020.

WITNESSED:

________________________________________

________________________________________

THE CITY OF PIQUA, OHIO

By _________________________________

Gary A. Huff
City Manager

PIQUA YOUTH FOOTBALL ASSOCIATION
Approved As To Form:

Frank Patrizio
Law Director

Date:
RESOLUTION NO. R-27-20

A RESOLUTION AUTHORIZING A THREE YEAR LEASE WITH PIQUA ADULT SOFTBALL LEAGUE

WHEREAS, the City has leased the softball fields at Lower Mote Park to the Piqua Adult Softball League with the last lease expiring February 28, 2020; and

WHEREAS, the Piqua Adult League desires to renew the lease; and

WHEREAS, the City desires to lease the land for a period of three years.

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:

SECTION 1. The City Manager is hereby authorized to enter into a Lease in substantially the same form as attached Exhibit A with the Piqua Adult Softball League for the use of the softball fields at Lower Mote Park as described within the lease.

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

Kris Lee, 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 Kris Lee
Commissioner Cindy Pearson
Commissioner Thomas Fogt
Commissioner Chris Grissom
Commissioner Kathryn B. Hinds


<table>
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<th>MEETING DATE</th>
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<td>REPORT TITLE</td>
<td>A RESOLUTION AUTHORIZING A THREE YEAR LEASE WITH PIQUA ADULT SOFTBALL LEAGUE</td>
</tr>
</tbody>
</table>
| SUBMITTED BY         | Name & Title: Brian Brookhart, Public Works Director  
                        Department: Public Works |
| AGENDA CLASSIFICATION | ☑ Resolution  
                        ☐ Ordinance |
| APPROVALS/REVIEWS    | ☑ Asst. City Manager/Finance  
                        ☐ Law Director  
                        ☐ Department Director |
| BACKGROUND           | The Piqua Adult Softball League has leased lower mote ballfields for several years. PASL would like to have a 3 year lease expiring the last day of February 2023 |
| BUDGETING AND FINANCIAL IMPACT | Budgeted $:  
                        Expenditure $:  
                        Source of Funds: |
| Options              | 1. Approve the Resolution to lease the lower Mote ball field to PASL  
                        2. Do not approve the Resolution |
| PROJECT TIMELINE     | Approve the Resolution to lease the lower Mote ball field to PASL through the last day in February 2023 |
| STAFF RECOMMENDATION | Approve the Resolution to lease the lower Mote ball field to PASL through the last day in February 2023 |
| REASON FOR SELECTING CONSULTANT/COMPANY | Lease Agreement - Exhibit A |
LEASE BETWEEN THE CITY OF PIQUA AND
THE PIQUA ADULT SOFTBALL LEAGUE

The City of Piqua, Ohio, the Lessor, in consideration of the rents and covenants herein stipulated to be paid and performed by the Piqua Adult Softball League of Piqua, Ohio, the lessee, does hereby grant, demise, let and lease unto the said lessee, the premises known as the softball field at Mote Park.

To have and to hold the same with the appurtenances, unto the said lessee for and during a term of three (3) years from the first day of March 2020, until the last day of February 2023.

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 of each year of this lease.

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 harmless from any liability growing out of the use of said premises by said Lessee. All participants in Piqua Adult Softball League activities shall sign a release and waive all claims against the City, its officers, elected officials, employees, agents and volunteers;

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

4. That the Lessee may have full control and occupancy 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. Prior to the City constructing any fencing, the City shall notify the Piqua Adult Softball League and attempt to place such fencing as to not interrupt the space needed for the Piqua Adult Softball League. The Piqua Adult Softball League shall have permission to place locks on gates to keep control of the play on the field and may leave the field unlocked for public use if field conditions and required maintenance of said field permits unregulated use. The City shall not be liable or responsible for any damage to the field that may disrupt use by the Piqua Adult Softball League;

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. That the Lessee will keep the said premises in a clean and orderly state at all times by picking up and depositing all litter in the containers provided by the Lessor, and that the Lessor will dispose of the litter;

7. The Lessor agrees to provide water, wastewater and electric service to Lessee at no charge. Lessee shall maintain insurance to provide coverage for loss or damage to any of its property stored or kept on the leased premises. Lessor shall not be responsible for any damage or loss to Lessee’s property located on the leased premises.

Lessor shall also:
- Mow on a weekly basis and provide weed control
- Provide fence repair
- Purchase bases
- Annually disc and aerate the field
- Provide use of the restroom facilities
- Pick up and remove the trash from receptacles

8. The Lessee agrees to assume full responsibility of operating an Adult Softball program for the City of Piqua which includes all administration, staffing, and field and structure maintenance; It is essential term of this Lease that the Lessee demonstrates 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 the Lessor with a copy of the findings. Lessee shall provide Lessor with proof of non-profit status annually.

The Lessee shall have and follow a set of By Laws provided to the Lessor that are approved by Lessor.

9. Lessee shall also:
- Organize and administer all leagues
- Provide umpires, balls, lime and all equipment
- General trash control and clean-up after each game
- Daily dragging of fields and diamond and all maintenance and preparation of fields
- Secure the restroom facilities and make sure all lights are out after each game

10. The Lessee shall maintain the leased premises in a safe condition at all times; Lessee shall indemnify Lessor for any negligence of maintenance of said premises;

11. That the Lessee, shall not assign this lease or in any manner sublet the premises; Lessee may permit special use of the premises with permission of the City Manager or his designee;

12. That the Lessee agrees to obtain liability 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 occurrence bodily injury and property damage and Three Million ($3,000,000) in the annual aggregate. 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. A certificate of coverage for the liability coverage and the property coverage purchased by the Association should be on file with the City before the Association commences its program. Lessor shall not be liable to the Lessee or any other party for any loss or damage caused by fire or any of the risks enumerated in the standard extended coverage endorsement.

- 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 has 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, the said lessor and lessee have set their hands to duplicates hereon on the ______ day of ______, 2020.

WITNESSED:

THE CITY OF PIQUA, OHIO

By: ____________________________
    Gary A. Huff, City Manager

Date: ____________________________

WITNESSED:

PIQUA BRAVES YOUTH BASEBALL

By: ____________________________

Date: ____________________________

Approved As To Form:

Frank Patrizio
Law Director

Date: ____________________________
RESOLUTION NO. R-28-20

A RESOLUTION AUTHORIZING A THREE YEAR LEASE WITH PIQUA JUNIOR BASEBALL AND SOFTBALL LEAGUE, INC.

WHEREAS, the City to lease the baseball fields at Pitsenbarger Sports Complex to the Piqua Junior Baseball and Softball League, Inc.; and

WHEREAS, the Piqua Junior Baseball and Softball League, Inc. desires to lease, benefitting the youth of the City of Piqua; and

WHEREAS, the City desires to lease the baseball fields for a period of three years.

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:

SECTION 1. The City Manager is hereby authorized to enter into a Lease in substantially the same form as attached Exhibit A with the Piqua Junior Baseball and Softball League, Inc. for the use of the baseball fields at Pitsenbarger Sports Complex.

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

Kris Lee, 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 Kris Lee
Commissioner Cindy Pearson
Commissioner Thomas Fogt
Commissioner Chris Grissom
Commissioner Kathryn B. Hinds
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| SUBMITTED BY | Name & Title: Brian Brookhart, Public Works Director  
Department: Public Works |
| AGENDA CLASSIFICATION | ☑ Resolution |
| APPROVALS/REVIEWS | ☑ City Manager  
☑ Asst. City Manager/Finance |
| BACKGROUND | The Piqua Junior Baseball and Softball League, Inc. formed and would like to provide youth baseball and softball at Pitsenbarger Park replacing what PYBSA formerly provided. Piqua Junior Baseball and Softball League, Inc. would like to have a 3 year lease expiring the last day of February 2023. |
| BUDGETING AND FINANCIAL IMPACT | Budgeted $:  
Expenditure $:  
Source of Funds: |
| Narrative: | The Piqua Junior Baseball and Softball League, Inc. would like to lease the baseball fields at Pitsenbarger Park for the next three years. |
| OPTIONS |  
1. Approve the Resolution to lease the Pitsenbarger baseball fields to Piqua Baseball and Softball League, Inc.  
2. Do not approve the Resolution |
| PROJECT TIMELINE | |
| STAFF RECOMMENDATION | Approve the Resolution to lease the Pitsenbarger baseball fields to Piqua Junior Baseball and Softball League, Inc. through the last day in February 2023 |
| REASON FOR SELECTING CONSULTANT/COMPANY | |
| ATTACHMENTS | Lease Agreement - Exhibit A |
Exhibit "A"

LEASE BETWEEN THE CITY OF PIQUA AND PIQUA JUNIOR BASEBALL AND SOFTBALL LEAGUE, INC.

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 Junior Baseball and Softball League, Inc. 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 Three (3) years from the first day of March, 2020 until the last day of February, 2023.

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 Junior Baseball and Softball League, Inc. 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 Junior Baseball and Softball League, Inc. program in the City of Piqua and shall have use of said premises for only so long as they maintain the Piqua Junior Baseball and Softball League, Inc. 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 Junior Baseball and Softball League, Inc. retain the approval of the city to construct gates on all of the baseball fields under this lease. Also, the Piqua Junior Baseball and Softball League, Inc. 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 Junior Baseball and Softball League, Inc.. 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. Lessee shall provide Lessor with proof of non-profit status annually. The
Lessee shall have and follow a set of By Laws provided to the Lessor that are approved
by the Lessor.

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 ________, 2020.

WITNESS:  

Lessor:
City of Piqua

By: _____________________________
Gary A. Huff, City Manager

Date: ____________________________

WITNESS:

Lessee:
Piqua Junior Baseball and Softball League, Inc.
President

Date: ____________________________

APPROVED AS TO FORM:

______________________________
Frank Patrizio
Law Director
RESOLUTION NO. R-29-20

A RESOLUTION AUTHORIZING A THREE YEAR LEASE WITH PIQUA BRAVES YOUTH BASEBALL

WHEREAS, the City to lease the baseball fields at Upper Mote Park to the Piqua Braves Youth Baseball; and

WHEREAS, the Piqua Braves Youth Baseball desires to lease, benefitting the youth of the City of Piqua; and

WHEREAS, the City desires to lease the baseball field for a period of three years.

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:

SECTION 1. The City Manager is hereby authorized to enter into a Lease in substantially the same form as attached Exhibit A with the Piqua Braves Youth Baseball for the use of the baseball field at Upper Mote Park.

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

Kris Lee, 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 Kris Lee
Commissioner Cindy Pearson
Commissioner Thomas Fogt
Commissioner Chris Grissom
Commissioner Kathryn B. Hinds
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<tr>
<td>SUBMITTED BY</td>
<td>Name &amp; Title: Brian Brookhart, Public Works Director Department: Public Works</td>
</tr>
<tr>
<td>AGENDA CLASSIFICATION</td>
<td>□ Ordinance   ☑ Resolution</td>
</tr>
<tr>
<td>APPROVALS/REVIEWS</td>
<td>☑ City Manager   ☑ Asst. City Manager/Finance</td>
</tr>
<tr>
<td></td>
<td>☑ Law Director</td>
</tr>
<tr>
<td></td>
<td>☑ Department Director:</td>
</tr>
<tr>
<td>BACKGROUND</td>
<td>The Piqua Braves have leased the upper ball field for several years. PBYB would like to continue a 3 year lease expiring the last day of February 2023.</td>
</tr>
<tr>
<td>BUDGETING AND</td>
<td>Budgeted $:</td>
</tr>
<tr>
<td>FINANCIAL IMPACT</td>
<td>Expenditure $:</td>
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<td>Source of Funds:</td>
</tr>
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<td></td>
<td>Narrative:</td>
</tr>
<tr>
<td>OPTIONS</td>
<td>1. Approve the Resolution to lease the upper baseball field at Mote Park to PBYB.</td>
</tr>
<tr>
<td></td>
<td>2. Do not approve the Resolution</td>
</tr>
<tr>
<td>PROJECT TIMELINE</td>
<td>Approve the Resolution to lease the Mote Park upper baseball field to PBYB through the last day in February 2023</td>
</tr>
<tr>
<td>STAFF RECOMMENDATION</td>
<td>Approve the Resolution to lease the Mote Park upper baseball field to PBYB through the last day in February 2023</td>
</tr>
<tr>
<td>REASON FOR SELECTING CONSULTANT/COMPANY</td>
<td></td>
</tr>
<tr>
<td>ATTACHMENTS</td>
<td>Lease Agreement - Exhibit A</td>
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</tbody>
</table>
LEASE BETWEEN THE CITY OF PIQUA AND
THE PIQUA BRAVES YOUTH BASEBALL

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 Braves Youth Baseball of Piqua, Ohio, the lessee, does
hereby grant, demise, let and lease unto the said Lessee, the premises known as the baseball field at
Upper Mote Park.

To have and to hold the same with the appurtenances, unto the said lessee for and during a term
of three (3) years from the first day of March 2020, until the last day of February 2023.

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 of each year of this lease.

And said Lessee does hereby covenant and agree with the 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 harmless from any liability growing out of the use of said premises
   by said Lessee. All participants in Piqua Braves Youth Baseball activities shall sign a release
   and waive all claims, including for property damage or personal injury, against the City, its
   officers, elected officials, employees, agents and volunteers;

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

4. That the Lessee may have full control and occupancy 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. Prior to the City constructing any fencing, the City shall notify Piqua Braves
   Youth Baseball and attempt to place such fencing as to not interrupt the space needed for the
   baseball program. Prior to the Piqua Braves installing any fencing, they shall have the permission
   from the City of Piqua and obtain any and all permits as well as follow all codes regarding
   materials. No temporary fencing material is permitted. Should Piqua Braves install any fencing,
   it shall not be removed and at the expiration of Lease, it becomes the property of the City of
   Piqua. Piqua Braves Youth Baseball shall have permission to place locks on gates to keep
   control of the play on the field and may leave the field unlocked for public use if field conditions
   and required maintenance of said field permits unregulated use. The City shall not be liable or
   responsible for any damage to the field that may disrupt use by Piqua Braves Youth Baseball;

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. That the Lessee will keep the said premises in a clean and orderly state at all times by picking up
   and depositing all litter in the containers provided by the Lessor, and that the Lessor will dispose
   of the litter.
7. The Lessor agrees to provide water, wastewater and electric service to Lessee at no charge. Lessee shall maintain insurance to provide coverage for loss or damage to any of its property stored or kept on the leased premises. Lessor shall not be responsible for any damage or loss to Lessee’s property located on the leased premises. There is not storage space provided by Lessor.

Lessor shall also:
- Mow on a weekly basis and provide weed control
- Provide fence repair
- Purchase bases
- Annually disc and aerate the field
- Provide use of and secure the restroom facilities
- Pick up and remove the trash receptacles

8. The Lessee agrees to assume full responsibility of operating a youth baseball program for the City of Piqua which includes all administration, staffing, and field and structure maintenance. It is essential term of this Lease that the Lessee demonstrates 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 the Lessor with a copy of the findings. Lessee shall provide Lessor with proof of non-profit status annually. The Lessee shall have and follow a set of By Laws provided to the Lessor that are approved by Lessor.

9. Lessee shall be responsible for any required temporary food license;

10. Lessee shall be permitted to erect a temporary tent for concession stand purposes. Prior to operation, the tent requires a Piqua Fire Department inspection;

11. Temporary signage will be permitted to hang on fencing. Any temporary signage shall be made out of weather resistant material. Lessee shall be responsible for ensuring that all temporary signage is properly and sufficiently secured.

12. Lessee shall also:
- Organize and administer all leagues
- Provide umpires, balls, lime and all equipment
- General trash control and clean-up after each game
- Daily dragging of field and diamond and all maintenance and preparation of field with their own equipment
- Make sure all lights are out after each game

13. The Lessee shall maintain the leased premises in a safe condition at all times; Lessee shall indemnify Lessor for any negligence of maintenance of said premises;

14. That the Lessee, shall not assign this lease or in any manner sublet the premises; Lessee may permit special use of the premises with permission of the City Manager or his designee;

15. That the Lessee agrees to obtain liability insurance for the protection of the City and the Lessee and the satisfaction of the City Manager for not less than One Million ($1,000,000) per occurrence bodily injury and property damage and Three Million ($3,000,000) in the annual aggregate. 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.
A certificate of coverage for the liability coverage and the property coverage purchased by the
Association should be on file with the City before the Association commences its program.
Lessor shall not be liable to the Lessee or any other party for any loss or damage caused by fire
or any other risks enumerated in the standard extended coverage endorsement.

• 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 has 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.

16. Upon written request by Lessee, Lessor may extend the lease for two (2) three (3) year terms.
Renewal of the lease is at the sole discretion of Lessor.

IN WITNESS WHEREOF, the said lessor and lessee have set their hands to duplicates hereon on the
_______ day of ________, 2020.

WITNESSED:

______________________________

THE CITY OF PIQUA, OHIO

By: __________________________
   Gary A. Huff, City Manager

Date: __________________________

WITNESSED:

______________________________

PIQUA BRAVES YOUTH BASEBALL

By: __________________________

Date: __________________________

Approved As To Form:

______________________________

Frank Patrizio
Law Director

Date: __________________________
RESOLUTION NO. R-30-20

A RESOLUTION AUTHORIZING A THREE YEAR LEASE WITH
PIQUA YOUTH SOCCER ASSOCIATION (PYSA)

WHEREAS, the City has leased the soccer fields at Pitsenbarger Park to the
Piqua Youth Soccer Association (PYSA) with the last lease expiring February 28, 2020; and

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

WHEREAS, the City desires to lease the soccer fields for a period of three years.

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:

SECTION 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 Soccer
Association (PYSA) for the use of the soccer fields at Pitsenbarger Park.

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

_________________________
Kris Lee, 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 Kris Lee
Commissioner Cindy Pearson
Commissioner Thomas Fogt
Commissioner Chris Grissom
Commissioner Kathryn B. Hinds
# Commission Agenda
## Staff Report

<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>2-18-2020</th>
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<tr>
<td>REPORT TITLE</td>
<td>A RESOLUTION AUTHORIZING A THREE YEAR LEASE WITH PIQUA YOUTH SOCCER ASSOCIATION (PYSA)</td>
</tr>
</tbody>
</table>
| SUBMITTED BY | Name & Title: Brian Brookhart, Public Works Director  
Department: Public Works |
| AGENDA CLASSIFICATION | ☑️ Resolution |
| APPROVALS/REVIEWS | ☑️ City Manager  
☒ Asst. City Manager/Finance  
☑️ Law Director  
☑️ Department Director |
| BACKGROUND | The Piqua Youth Soccer Association has leased the soccer fields from the City to provide youth soccer activity at Pitsenbarger Park for several years. PYSA would like to continue a 3 year lease expiring the last day of February 2023. |
| BUDGETING AND FINANCIAL IMPACT | Budgeted $:  
Expenditure $:  
Source of Funds:  
Narrative: The Piqua Youth Soccer Association is looking to continue leasing the soccer fields at Pitsenbarger Park for the next three years. |
| OPTIONS | 1. Approve the Resolution to lease the soccer fields to PYSA  
2. Do not approve the Resolution |
| PROJECT TIMELINE |  
STAFF RECOMMENDATION | Approve the Resolution to lease the Pitsenbarger soccer fields to PYSA through the last day in February 2023 |
| REASON FOR SELECTING CONSULTANT/COMPANY |  
| ATTACHMENTS | Lease Agreement- Exhibit A |
LEASE BETWEEN THE CITY OF PIQUA AND
PIQUA YOUTH SOCCER ASSOCIATION

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 Soccer Association of Piqua, Ohio, the lessee, does hereby grant, demise, let and lease unto the said lessee, the premises known as the soccer fields and concession stand located at Pitsenbarger Park.

To have and to hold the same with the appurtenances, unto the said lessee for and during a term of three (3) years from the first day of March, 2020 until the last day of February, 2023.

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.

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 harmless from any liability growing out of the use of said premises by said lessee. All participants and Piqua Youth Soccer Association activities shall sign a release and waive all claims against the city;

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

4. That the lessee may have full control and occupancy 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;

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. That the lessee will keep the said premises in a clean and orderly state at all times by picking up and depositing all litter in the containers provided by the lessor, and that the lessor will dispose of the litter;
7. The lessee agrees to provide water, wastewater, electric service and grass cutting to lessee at no charge. The lessor will assist, if appropriations permit, assistance in maintaining and repairing the concession stand building identified in Exhibit A and possessing the address of Marlboro Street Concession Stand for utility billing purposes. All other structures, facilities and equipment are the responsibility of the Piqua Youth Soccer Association. Lessor does, upon request from lessee, maintain ability to accept or deny receipt and accountability of any or all structures, facilities and equipment for the purpose of placing on City Asset List and subsequent possible financing of maintenance, improvement or replacement. The lessee will submit written request for assistance with the maintenance and repair for the building at least 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. Lessor shall not be responsible for any damage or loss to Lessee’s property located on the leased premises.

8. The lessee agrees to assume full responsibility of operating a youth soccer program for the City of Piqua which includes all administration, staffing, concessions and field and structure maintenance. It is an essential term of this Lease that the Lessee demonstrates 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 the Lessor with a copy of the findings. Lessee shall provide Lessor with proof of non-profit status annually. The Lessee shall have and follow a set of By Laws provided to the Lessor that are approved by the Lessor.

9. The Lessee shall maintain the leased premises in a safe condition at all times; Lessee shall indemnify Lessor for any negligence of maintenance of said premises;

10. That the lessee, shall not assign this lease or in any manner sublet the premises; lessee may permit special use of the premises with permission of the City Manager or his designee.

11. That the lessee agrees to obtain liability 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 occurrence bodily injury and property damage and Three Million ($3,000,000) in the annual aggregate. 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. A certificate of coverage for the liability coverage and the property
coverage purchased by the Association should be on file with the City before the
Association commences its program. 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.

* 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, the said lessor and lessee have set their hands to duplicates
hereon on the __________ day of ______________, 2020.

WITNESSED:

THE CITY OF PIQUA, OHIO

By __________________________

Gary A. Huff
City Manager

PIQUA YOUTH
SOCcer ASSOCIATION

By __________________________

Approved As To Form:
Frank Patrizio
Law Director

Date:
RESOLUTION NO. R-31-20

A RESOLUTION APPOINTING A MEMBER TO THE
HOUSING COUNCIL AS THE PLANNING COMMISSION
REPRESENTATIVE

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:  Piqua Planning Commission met on January 14, 2020 and
approved the recommended appointment of Gary Koenig to serve as their
representative to the Housing Council (PC 03-20 Attached) for a one-year term upon
Piqua City Commission approval; and

SEC. 2:  Gary Koenig is hereby appointed as a member of the Housing
Council as the Planning Commission representative.

SEC. 3:  This term will expire on December 31, 2020 or until his
successor is confirmed and qualified;

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

KRS LEE, 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 Kris Lee
Commissioner Kathryn B. Hinds
Commissioner Cindy Pearson
Commissioner Chris Grissom
Commissioner Thomas Fogt
RESOLUTION No. FC 03-20

The Planning Commission is to provide a recommendation concerning the Planning Commission representative to be appointed to the Housing Council to serve for the 2020 calendar year; and,

WHEREAS, Gary Koenig has been nominated by the Planning Commission and agreed to serve in this capacity if appointed by the City Commission;

NOW THEREFORE BE IT RESOLVED, board member Stu Shear hereby moves to approve the request made, as described by this resolution, the testimony provided, and the documents attached hereto, the motion is seconded by board member Joe Wilson and the voting record on this motion is hereby recorded as follows.

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<tr>
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<th>AYE</th>
<th>NAY</th>
<th>ABSTAIN</th>
<th>ABSENT</th>
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<tbody>
<tr>
<td>Mr. Jim Oda</td>
<td>2</td>
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<tr>
<td>Mr. Stu Shear</td>
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<tr>
<td>Mr. Gary Koenig</td>
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<tr>
<td>Mr. Joe Wilson</td>
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</table>
RESOLUTION NO. R-32-20

A RESOLUTION APPOINTING A MEMBER TO THE
BOARD OF ZONING APPEALS AS THE PLANNING
COMMISSION REPRESENTATIVE

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: Piqua Planning Commission met on January 14, 2020 and approved the recommended appointment of Joe Wilson to serve as their representative to the Board of Zoning Appeals (PC 02-20 Attached) for a one-year term upon Piqua City Commission approval; and

SEC. 2: Joe Wilson is hereby appointed as a member of the Board of Zoning Appeals as the Planning Commission representative.

SEC. 3: This term will expire on December 31, 2020 or until his successor is confirmed and qualified;

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

KRISS LEE, 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 Kris Lee
Commissioner Kathryn B. Hinds
Commissioner Cindy Pearson
Commissioner Chris Grissom
Commissioner Thomas Fogt
RESOLUTION No. FC 02-20

PURSUANT TO, article 154.142(A)(2) of the City of Piqua Code of Ordinances, the Planning Commission is to provide a recommendation concerning the Planning Commission representative to be appointed to the Board of Zoning Appeals to serve for the 2020 calendar year; and,

WHEREAS, Joe Wilson has been nominated by the Planning Commission and agreed to serve in this capacity if appointed by the City Commission;

NOW THEREFORE BE IT RESOLVED, board member Stu Shear hereby moves to approve the request made, as described by this resolution, the testimony provided, and the documents attached hereto, the motion is seconded by board member Joe Wilson, and the voting record on this motion is hereby recorded as follows.

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<tr>
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<tr>
<td>Mr. Joe Wilson</td>
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</tbody>
</table>
RESOLUTION NO. R-33-20

A RESOLUTION REAPPOINTING A MEMBER TO THE ENERGY BOARD

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

SEC. 1: Sharon L. Lyons is hereby reappointed as a member of the Energy Board for a term to expire on March 1, 2025 or until her successor is confirmed and qualified;

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

KRISS LEE, MAYOR

PASSED: ____________________________

ATTEST: ____________________________
KAREN S. JENKINS
CLERK OF COMMISSION

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

Mayor Kris Lee
Commissioner Kathryn B. Hinds
Commissioner Cindy Pearson
Commissioner Chris Grissom
Commissioner Thomas Fogt
RESOLUTION NO. R-34-20

A RESOLUTION AUTHORIZING A PURCHASE ORDER TO
HORTON EMERGENCY VEHICLES COMPANY FOR THE
PURCHASE OF A MEDIC FOR THE FIRE DEPARTMENT

WHEREAS, the Piqua Fire Department desires to purchase a new medic;

WHEREAS, the City of Piqua provided for the purchase of a medic in the 2020 budget appropriations;

WHEREAS, the purchase will be made using State of Ohio contract index # STS-233 with Horton Emergency Vehicles Company’s quote being shown on Exhibit “A” attached hereto;

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

SEC. 1: A purchase order is hereby authorized to Horton Emergency Vehicles Company for the purchase of a medic according to the bid specifications and quote received;

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 contract terms, not exceeding a total of $276,795.09;

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

Kris Lee, 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 Kris Lee
Commissioner Kathryn B. Hinds
Commissioner Cindy Pearson
Commissioner Chris Grissom
Commissioner Thomas Fogt

__________
**MEETING DATE**  
February 18, 2020

**REPORT TITLE**  
A RESOLUTION AUTHORIZING A PURCHASE ORDER TO HORTON EMERGENCY VEHICLES COMPANY FOR THE PURCHASE OF A MEDIC FOR THE FIRE DEPARTMENT

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

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

**APPROVALS/REVIEWS**  
☒ City Manager  
☒ Asst. City Manager/Finance  
☒ Department Director  
☐ Other:

**BACKGROUND**  
Our Department put together a committee to research a new medic for our city. They visited two production factories, many vendors and also other fire departments to ultimately narrow their search down to three possible manufacturers. The Horton Medic has storage features, life cycle costs, history of reliability, ruggedness, ease of maintenance, lowest cost, etc. which has convinced our committee to select this medic as the best choice for our city. This unit is on the state bid.

We plan to remove Medic 14 (1998) from our fleet this year to reduce our maintenance costs and enhance operational readiness. Medic 14 will then be offered to the Police department to repurpose for tactical team use. If the Police department chooses to not use the vehicle, it will be sold on Govdeals. With this new purchase, our Medic fleet will be maintained at four units.

**BUDGETING AND FINANCIAL IMPACT**

<table>
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<tr>
<th>Description</th>
<th>Amount</th>
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<tr>
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<td>Expenditure $</td>
<td>276,795.09</td>
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<tr>
<td>Source of Funds</td>
<td>106-009-836-8805</td>
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<tr>
<td>Narrative</td>
<td>This expenditure is included in the 2020 Budget</td>
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**OPTIONS**

1. Approve Resolution R-34-20 as presented
2. Approve Resolution R-34-20 with changes
3. Deny Resolution R-34-20 and direct staff on how to proceed

**PROJECT TIMELINE**
The new Medic should be received in approximately 7-9 months.

**STAFF RECOMMENDATION**

We recommend passage of this Resolution because the Medic 14 unit is in the 22\textsuperscript{nd} year (1998) of service. The unit has experienced a lot of
wear and tear over the years and the Fire department is working to maintain the fleet readiness for response capabilities as we had 4,080 EMS responses in 2019 and do not anticipate any reduction in call volume in the new decade.

| REASON FOR SELECTING COMPANY | Horton Emergency Vehicles has been a trusted vendor for the City for many years. The committee believes this to be the best vehicle of the three companies visited and researched. They are based in Marysville, Ohio and had the lowest cost of the three state bid manufacturers that were considered by the selection committee. |
| ATTACHMENTS | Exhibit "A" – Summary of Quote Received |
**State of Ohio STS 293 Ambulance Pricing - Horton Emergency Vehicles**

**DATE:**

**Customer:** PIQUA FIRE DEPARTMENT
**Address:** 228 WEST WATER STREET
**City:** PIQUA
**State:** OHIO
**Zip:** 45356
**Contact:** CHIEF BRENT POHLSCHMIDT

### CONSOLIDATED PRICING SUMMARY

#### SCHEDULE "A" PRICING

- **Base Model Selected:** $108,531.00
- **Total AMBULANCE Options Selected from Listed Horton Ambulance Option Group:** $71,609.00
- **Total REMOUNT Options Selected from Listed Horton Remount Option Group:** $0.00
- **Chassis rebate/discount or customer provided chassis, if applicable (Option 8P105):** $0.00
- **Discount for in-stock prior model year chassis (Option 8P102):** $0.00
- **Chassis cost difference 2016 to 2020 model year (Option 8P102):** $4,000.00
- **Trade-In Allowance (Option 8P200):** $0.00

**Total for above Listed Base Model and Listed OHIO STS options - Schedule 'A' Purchase order:** $274,520.09

#### SCHEDULE "B" PRICING

**Total for Unlisted options per attached pricing breakdown - Schedule 'B' Purchase order:** $2,475.00

### GRAND TOTAL - VEHICLE PRICE (A&B Pricing Schedules):

$277,005.09

### CONSOLIDATED PRICING SUMMARY AND OPTION SELECTION IS VERIFIED AND AGREED TO BY:

**Customer Representative (Signature):**

**Horton Sales Representative (Signature):**

**Printed Customer Name:**

**Printed Sales Representative Name:**

**Date:**

**Delivery:** Approximately 510-540 Days after receipt of order at Horton Emergency Vehicles Company

**NOTE:** PLEASE ATTACH ORIGINALS OR COPIES OF PURCHASE ORDERS TO THIS FORM TO VALIDATE ORDER

### AVAILABLE HORTON MODELS

(Custom Base Models Page 2 and Remount Base Models Page 4)
RESOLUTION NO. R-35-20

A RESOLUTION AUTHORIZING A PURCHASE ORDER TO BAKER VEHICLE SYSTEMS INC. FOR THE PURCHASE OF TWO GREENS MOWERS FOR ECHO HILLS GOLF COURSE

WHEREAS, the present operations of the City require the purchase of two greens mowers for the Golf Course to replace used equipment; and

WHEREAS, using SourceWell Contract #062117-JCS, our purchasing requirements are satisfied and the written quote from Baker Vehicle Systems Inc. is attached hereto;

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

SEC. 1: A Purchase Order for said equipment is hereby awarded to Baker Vehicle Systems Inc. and the City Manager is hereby authorized to execute a purchase order with said vendor pursuant to bid specifications;

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 contract terms, not exceeding a total of $62,570;

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

KIRS LEE, 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 Kris Lee __________________________
Commissioner Kathryn B. Hinds __________________________
Commissioner Cindy Pearson __________________________
Commissioner Chris Grissom __________________________
Commissioner Thomas Fogt __________________________
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<th>February 18, 2020</th>
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<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A RESOLUTION AUTHORIZING A PURCHASE ORDER TO BAKER VEHICLE SYSTEMS INC. FOR THE PURCHASE OF TWO GREENS MOWERS FOR ECHO HILLS GOLF COURSE</td>
</tr>
<tr>
<td>SUBMITTED BY</td>
<td>Name &amp; Title: Cynthia A. Holtzapple, Asst. City Manager &amp; Finance Director Department: Finance</td>
</tr>
<tr>
<td>AGENDA CLASSIFICATION</td>
<td>□ Consent □ Ordinance □ Resolution □ Regular</td>
</tr>
<tr>
<td>APPROVALS/REVIEWS</td>
<td>□ City Manager □ Asst. City Manager/Finance</td>
</tr>
<tr>
<td>□ Department Director □ Other:</td>
<td></td>
</tr>
<tr>
<td>BACKGROUND</td>
<td>Echo Hills Golf Course, currently in need of updating our mowing equipment, is requesting approval to purchase two Jacobsen Greens King mowers with accessories which will enable our staff to mow the grounds more efficiently and with less maintenance issues. We currently own 2 Jacobsen Greens King IV units as well as others previously and have found them to be very reliable mowers. Our staff is very knowledgeable on how to maintain and repair these units. We have extra parts already on hand if needed that will work on these new mowers also. This specific unit was demoed by our golf superintendent, Kirt Huemmer. Baker Vehicle Systems Inc. through their SourceWell contract is also providing us with a 2 year (or 2000 hours) warranty. We plan to sell the older ones on Govdeals rather than trade them in. Historically, we have done better by selling them ourselves.</td>
</tr>
<tr>
<td>BUDGETING AND FINANCIAL IMPACT</td>
<td>Budgeted $: 63,000 Expenditure $: 62,570 Source of Funds: 409-000-192-3392</td>
</tr>
<tr>
<td>Narrative:</td>
<td>This expenditure is included in the 2020 Budget</td>
</tr>
<tr>
<td>OPTIONS</td>
<td>1. Approve Resolution R-35-20 as presented 2. Approve Resolution R-35-20 with changes 3. Deny Resolution R-35-20 and direct staff on how to proceed</td>
</tr>
<tr>
<td>PROJECT TIMELINE</td>
<td>The new mowers should be received in 4-6 weeks shortly after the opening of the season.</td>
</tr>
<tr>
<td>STAFF RECOMMENDATION</td>
<td>We recommend passage of this Resolution because it will help us to maintain our beautiful golf course for many years to come.</td>
</tr>
<tr>
<td>----------------------</td>
<td>--------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>REASON FOR SELECTING COMPANY</td>
<td>Baker Vehicle Systems Inc. has been a trusted vendor for the City for many years.</td>
</tr>
<tr>
<td>ATTACHMENTS</td>
<td>Exhibit &quot;A&quot; — Summary of Quotes Received</td>
</tr>
</tbody>
</table>
## Exhibit A  Summary of Quotes

<table>
<thead>
<tr>
<th></th>
<th>Quantity</th>
<th>Description</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Baker Vehicle Systems</td>
<td>2</td>
<td>Jacobsen Greens King: diesel, 11 blade cutting unit, light kits, grooved segmented rollers, grass catchers</td>
<td>$31,285.00</td>
<td>$62,570.00</td>
</tr>
<tr>
<td>Century Equipment</td>
<td>2</td>
<td>Greensmaster 3250-D: 11 blade cutting unit, split narrow Wiehle roller assembly 21&quot;, LED light kit, rear light kit, 1500 hour warranty</td>
<td>$37,486.57</td>
<td>$74,973.14</td>
</tr>
</tbody>
</table>
RESOLUTION NO. R-36-20

A RESOLUTION AUTHORIZING A PURCHASE ORDER TO OHIO CAT
FOR THE PURCHASE OF A SKID STEER LOADER WITH MULTIPLE
ATTACHMENTS AT THE WASTEWATER DEPARTMENT

WHEREAS, the Wastewater Department requests to purchase a new skid steer loader; and

WHEREAS, the City of Piqua provided for the purchase of a Wastewater loader in the 2020 budget appropriations; and

WHEREAS, the purchase will be made using Sourcewell competitively bid contract index # 032119-CAT with OHIO CAT and quote being shown on Exhibit “A” attached hereto.

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

SEC. 1: A purchase order is hereby authorized to Ohio CAT for the purchase of a skid steer loader according to the bid specifications and quote received;

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 contract terms, not exceeding a total of $89,120;

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

_______________________________
Kris Lee, 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 Kris Lee
Commissioner Kathryn B. Hinds
Commissioner Cindy Pearson
Commissioner Chris Grissom
Commissioner Thomas Fogt
## Commission Agenda
Staff Report

### MEETING DATE
February 18, 2020

### REPORT TITLE
A RESOLUTION AUTHORIZING A PURCHASE ORDER TO OHIO CAT FOR THE PURCHASE OF A SKID STEER LOADER WITH MULTIPLE ATTACHMENTS AT THE WASTEWATER DEPARTMENT

### SUBMITTED BY
Name & Title: Chris Melvin – Superintendent  
Department: Wastewater

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

### APPROVALS/REVIEWS
- [x] City Manager  
- [x] Asst. City Manager/Finance  
- [x] Department Director  
- [ ] Other:

### BACKGROUND
Our Department now has a newly constructed biosolids handling and storage building (photo attached) with a centrifuge for dewatering.

City staff will now process the feed sludge through the centrifuge and load trucks with the finished biosolids product within the facility for contractor hauling and land applications.

Biosolids are a fertilizer which can be applied to farm fields. We are in need of a piece of heavy equipment to load dump trucks for transportation purposes or to move piles within the storage area.

### BUDGETING AND FINANCIAL IMPACT

<table>
<thead>
<tr>
<th>Budgeted $:</th>
<th>$150,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expenditure $:</td>
<td>$89,120.00</td>
</tr>
<tr>
<td>Source of Funds:</td>
<td>404-000-190-1900</td>
</tr>
<tr>
<td>Narrative:</td>
<td>This expenditure is included in the 2020 Budget</td>
</tr>
</tbody>
</table>

### OPTIONS
1. Approve Resolution as presented  
2. Approve Resolution with changes  
3. Deny Resolution and recommend staff how to proceed

### PROJECT TIMELINE
The new skid steer loader should be received in approximately 120 days.

### STAFF RECOMMENDATION
We recommend passage of this Resolution because this option was compared to the purchase of a more expensive standard Front-end loader with snow box. We have much more versatility with the skid steer loader, its various attachments and the ability to use other pieces at a much lower cost.
<table>
<thead>
<tr>
<th>REASON FOR SELECTING COMPANY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sourcewell is a national cooperative which uses a competitive bid process. Ohio CAT has been used by the City for many years with great success and they are located in Troy if any repairs are needed.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ATTACHMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exhibit “A” – Summary of Quote Received</td>
</tr>
<tr>
<td>Picture of Wastewater Biosolids building</td>
</tr>
<tr>
<td>Machine Item #</td>
</tr>
<tr>
<td>----------------</td>
</tr>
<tr>
<td>564-1575</td>
</tr>
<tr>
<td>456-6379</td>
</tr>
<tr>
<td>200-5325</td>
</tr>
<tr>
<td>345-1148</td>
</tr>
<tr>
<td>7553577</td>
</tr>
</tbody>
</table>

**Machine Total**: $28,981

**Sourcewell Machine Discount (%)**:
- 21% $20,872
- 11% $0.00

**OHIO CAT DISCOUNT 11%**:
- 21% $20,872
- 11% $0.00

**Machine Sub Total**: $28,982

---

**Work Tool**

<table>
<thead>
<tr>
<th>Item #: 545-8977</th>
<th>Description: SSL SNOW BLOWER SR121</th>
<th>List Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work Tool Total</td>
<td>$9,440</td>
<td></td>
</tr>
<tr>
<td>Sourcewell Lease Work Tool Discount</td>
<td>21%</td>
<td>$1,417</td>
</tr>
</tbody>
</table>

**Work Tool Sub Total**: $8,027

---

**Work Tool**

<table>
<thead>
<tr>
<th>Item #: 215-8758</th>
<th>Description: ARM, MATERIAL HANDLING</th>
<th>List Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work Tool Total</td>
<td>$1,730</td>
<td></td>
</tr>
<tr>
<td>Sourcewell Lease Work Tool Discount</td>
<td>21%</td>
<td>-$362</td>
</tr>
</tbody>
</table>

**Work Tool Sub Total**: $1,368

---

**Work Tool**

<table>
<thead>
<tr>
<th>Item #: BU118</th>
<th>Description: SSL BROOM, BU118</th>
<th>List Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work Tool Total</td>
<td>$5,379</td>
<td></td>
</tr>
<tr>
<td>Sourcewell Lease Work Tool Discount</td>
<td>21%</td>
<td>-$1,129</td>
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</tbody>
</table>

**Work Tool Sub Total**: $4,240

---

**Work Tool**

<table>
<thead>
<tr>
<th>Item #: 353-1997</th>
<th>Description: CARRIAGE 48&quot;, FORKS 48&quot; SBL</th>
<th>List Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work Tool Total</td>
<td>$1,192</td>
<td></td>
</tr>
<tr>
<td>Sourcewell Lease Work Tool Discount</td>
<td>21%</td>
<td>-$258</td>
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</table>

**Work Tool Sub Total**: $834

---

**Work Tool**

<table>
<thead>
<tr>
<th>Item #: 532-0104</th>
<th>Description: HAMMER B4</th>
<th>List Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work Tool Total</td>
<td>$5,790</td>
<td></td>
</tr>
<tr>
<td>Sourcewell Lease Work Tool Discount</td>
<td>21%</td>
<td>-$1,218</td>
</tr>
</tbody>
</table>

**Work Tool Sub Total**: $4,572

---

**Additional Required Items Not Subject To Discount**

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>INSTALL COUNTERWEIGHT KIT</td>
<td>$163</td>
</tr>
</tbody>
</table>

**Additional Items Total**: $163

**Grand Total**: $89,120
RESOLUTION NO. R-37-20

A RESOLUTION REQUESTING AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH HULL & ASSOCIATES INC. FOR PROFESSIONAL ENGINEERING SERVICES AS RELATED TO THE FOUNTAIN BOULEVARD / CANAL SANITARY AND MANHOLE REPLACEMENT PROJECT

WHEREAS, the Underground Utilities Department has identified a significant infiltration source into the sanitary sewer system within a manhole at the canal near Echo Lake Boulevard; and

WHEREAS, on October 28, 2019, the City of Piqua issued a Request for Qualifications for Professional Engineering Services related to the design of this improvement; and

WHEREAS, on December 1, 2019 responses to the City’s request were received; and

WHEREAS, upon careful review of the responses, it has been determined that Hull & Associates Inc., has the desired experience and qualifications to perform the Professional Engineering Services related to the design of this improvement.

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 authorized to enter into a contract with Hull & Associates Inc., to perform Professional Engineering Services for the design of the Fountain Boulevard / Canal Sanitary and Manhole project.

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 contract terms, not exceeding a total of $115,925.00 for 2020.

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

Kris Lee, 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 Kris Lee
Commissioner Kathryn B. Hinds __________________
Commissioner Cindy Pearson __________________
Commissioner Chris Grissom __________________
Commissioner Thomas Fogt __________________
# Commission Agenda

## Staff Report

**Meeting Date:** February 18th 2020

**Report Title:** A resolution requesting authorization to enter into an agreement with Hull & Associates Inc. for professional engineering services as related to the Fountain Boulevard / Canal Sanitary and Manhole Replacement Project

**Submitted By:**
- Name & Title: Shane Johnson
- Department: Underground Utilities

**Agenda Classification:**
- ☒ Resolution
- ☐ Ordinance

**Approvals/Reviews:**
- ☒ City Manager
- ☑ Asst. City Manager/Finance
- ☐ Law Director
- ☐ Department Director

**Background:**
The Underground Utilities Department is asking for the approval to award a contract with Hull & Associates. In August of 2019 the Underground Utilities staff discovered a sanitary manhole taking on canal water. This manhole is located just north of the Echo Lake Drive bridge at the canal water’s edge. Approximately 30 percent of the manhole is exposed to the canal water. In addition the manhole is constructed of brick and mortar. Upon further inspection it was found that this mortar has been compromised and allowing the canal water to enter the manhole.

Hull will be perfuming several tasks on this project as indicated.

1. Perform Topographic survey
2. Geotechnical engineering
3. Hydraulic Study
4. Coordinate with regulatory agencies such as ODNR and OEPA.
5. Develop three design alternatives.
6. Bidding assistance
7. Construction administration assistance.

**Budgeting and Financial Impact:**

<table>
<thead>
<tr>
<th>Budgeted $:</th>
<th>This is an unexpected expense</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expenditure $:</td>
<td>$115,925.00</td>
</tr>
</tbody>
</table>

**Source of Funds:**
- Wastewater (7553 Funds)

**Narrative:**

**Options:**
1. Approve Resolution awarding the contract with Hull and Associates
2. Do not approve the Resolution and provide staff with further direction.
<table>
<thead>
<tr>
<th>PROJECT TIMELINE</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>STAFF RECOMMENDATION</td>
<td></td>
</tr>
<tr>
<td>REASON FOR SELECTING CONSULTANT/COMPANY</td>
<td>Hull &amp; Associates was chosen through the RFQ process. A scope of service was sent to 6 firms. Out of the six only two submitted SOQ. The SOQ’s were then evaluated by our Professional staff and Hull &amp; Associates scored the highest.</td>
</tr>
<tr>
<td>ATTACHMENTS</td>
<td>1) Hull &amp; Associates Contract Proposal 2) Map of area where the manhole is located</td>
</tr>
</tbody>
</table>
January 22, 2020

Mr. Shane Johnson
Underground Utilities Superintendent
City of Piqua
123 Bridge Street
Piqua, OH 45356

RE: Proposal for Professional Engineering Services for the Fountain Blvd/Canal Sanitary Line and Manholes Replacement Project; PIQ026.0001.

Dear Mr. Johnson:

Hull & Associates, Inc. (Hull) appreciates the opportunity to present our proposal to provide professional engineering services to the City of Piqua (City) for the Fountain Blvd/Canal Sanitary Line and Manholes Replacement Project. The scope of work described herein is based on the project approach described in our Statement of Qualifications for the project dated November 25, 2019, and as further defined in our meeting with City representatives on January 8, 2020.

BACKGROUND

The City has identified a significant infiltration source into the sanitary sewer system within the segment crossing under the canal near Fountain Blvd. The manhole structures at both ends of this pipe segment are located in the banks and near the waters edge of the canal. The brick manhole at the upstream end of the pipe segment has been observed to experience significant infiltration as it is partially submerged in the canal and is deteriorated from aging and erosion. The City estimates this infiltration to contribute approximately 1% of the total influent flow to their wastewater treatment plant. The banks of the canal near the manholes have also experienced erosional regression marked by bank loss, over-steepening, and exposed ground. It is our understanding that the City solicited contractor quotes to repair line the sewer and manholes, but concluded lining may not be a viable solution, in part due to the presence of a drop-pipe connection at the existing upstream manhole.

SCOPE OF WORK

This project will involve the replacement of the two manholes and the connecting 12-inch sewer line which runs underneath the canal to eliminate the infiltration entering the sanitary system and mitigate erosion of the canal bank around the manholes.

Hull proposes the following scope of work as described in more detail in the following tasks. The engineering tasks cover Preliminary Engineering for evaluation of alternative designs, Final Design Engineering for preparation of construction plans and specifications, Permitting Assistance to coordinate with appropriate regulatory agencies, Bidding Assistance to obtain contractor bids for construction, Construction Administration Assistance to aid the City in administering the construction contract, and Construction Field Oversight to provide onsite observation of the progress of work and ensure conformance to the requirements of the design plans and permits.

Task 1 Preliminary Engineering

1. Hull will review available construction drawings and geotechnical information related to the construction of the Echo Lake Dam; the existing canal, the Echo Lake Drive bridge over the canal, Fountain Boulevard, and utilities in the vicinity of the project. Hull will also review any recent condition information that the City may have obtained during the initial stages of this project when lining the existing infrastructure was being considered.
Hull will perform topographic survey of the project area to prepare a current site plan and existing utilities plan depicting canal bank and bottom elevations and other information needed for the purpose of developing a final design and construction drawings. Hull will rely on drawings provided by the City via Stantec Engineering that show bathymetric survey information obtained in 2019 for bottom depth and sediment information, and therefore no bathymetric survey is included in this proposal.

Hull will complete geotechnical engineering services is to evaluate the subsurface soil and groundwater conditions as a basis for establishing geotechnical criteria and recommendations in support of this project to include the following:

a. Review existing geotechnical reports, geologic maps, subsurface data, and topographic data as available; including the DLZ 2014 geotechnical report of the levee, the 1991 Dayton Testing Lab soils report for the Echo Lake Drive Bridge, and the existing site drawing of the Echo Lake Drive Bridge all as provided by the City.

b. Prepare an exploration plan for two borings along the project alignment. This information will be submitted to the City in order to obtain necessary rights-of-access and right-of-way permits, as required (it is assumed that City issued permits will be issued at no cost to Hull).

c. Prepare a site-specific Health and Safety Plan (HASP) to safeguard the health and welfare of field staff, facility staff, the general public, and the environment. The HASP will incorporate physical and chemical aspects of health and safety protocol specific to the Site. The Hull Project Manager will be responsible for managing and implementing the HASP and briefing field staff prior to conducting work on the Property to ensure safe and efficient completion of the project.

d. Locate and clear existing utilities at the proposed boring locations. We will contact the One Call Utility Locate Service before beginning our explorations (our scope does not include hiring a private utility locate company to clear the boring locations for utility conflicts; these services can be added to our scope if required).

e. Explore subsurface soil and groundwater conditions by completing two borings at locations to be determined to support the analysis and design for the selected sewer replacement alternative. Boring locations will be selected to coincide with proposed manhole structures or other key project components (e.g. jacking/boring pits). The borings will each extend to maximum depths of up to 30 feet below the existing ground surface. We will hire an experienced drilling contractor to supply and operate the drilling equipment. Drilling of the borings will be performed under the direction of an engineer or geologist from our firm who will classify the materials encountered, obtain representative samples of the various soils, and develop a detailed log of the explorations (it is assumed that the boring locations can be accessed safely without traffic control; traffic control services can be added to our scope if required).

f. Perform laboratory tests on samples obtained from the borings. The laboratory tests may include moisture content determination, Atterberg Limits, and grain size analyses, as appropriate based on the soil type.

g. Evaluate pertinent physical and engineering characteristics of the subsurface conditions based on the results of the field exploration, laboratory testing, and our experience, and provide conclusions and geotechnical recommendations for the following:

Site preparation, earthwork, and constructability considerations.

Placement of backfill and structural fill, including fill type and compaction requirements and the reuse of on-site soils.
• Geotechnical considerations for temporary excavation support. This includes guideline recommendations for appropriate type(s) of shoring systems and construction installation methods.
• Below grade structure recommendations and appropriate design capacities and lateral restraint for the planned sewer structures along the alignment.
• Evaluation of the site for geologic hazards, as appropriate.
• Geotechnical considerations related to groundwater conditions including anticipated seasonal fluctuations, and buoyancy, and drainage considerations for buried structures.
• Guideline recommendations for construction dewatering and settlement monitoring, if necessary.
• Recommendations for sedimentation and erosion control during and following construction, and permanent site drainage.

h. Results of the evaluations will be incorporated into the geotechnical engineering report documenting our services. A draft version will be issued for review and the report will be finalized following receipt of review comments.

4. Hull will perform a hydraulic study to estimate an appropriate design storm peak flow that will be suitable for ODNR project review purposes and for the contractor to use when sizing the “pump around” system. This proposal does not include design of a cofferdam or pipe bypass for construction of the chosen alternative. The contract specifications will assign responsibility for design of construction means and methods to the general contractor. Hull will include criteria in the contract drawings and specifications that require the contractor to submit his bypass pumping plan, including design details of the pump and appurtenances, for review and approval by Hull and the City. Hull will also develop criteria for a contingency plan to be implemented if flows in excess of the design storm peak flow are experienced during the construction period. The contractor will be required to submit a detailed contingency plan based on this criterion, also for review and approval by the Engineer and the City. The contractor’s contingency plan must stipulate who is responsible to operate and monitor the pump-around system, procedures to be followed in the event of upset conditions, emergency contact information, etc. It will be noted that the canal can only have localized dewatering within the vicinity of the project area for construction purposes. The contractor will not be permitted to dewater the entire canal system.

5. Hull will coordinate with regulatory agencies, particularly ODNR and Ohio EPA, to further define the applicable construction constraints, design requirements, contingency plans, and permits needed for regulatory compliance.

6. Hull will develop up to three (3) design alternatives and provide a brief memorandum that compares the capital costs, constructability and sustainability of each. The alternatives to be developed include:
   a. Relocate the manholes and sanitary sewer further upstream but still downstream of the bridge, allowing abandonment in place of the existing leaking manholes and related sewer;
   b. Relocate the sanitary sewer to the south of the bridge where the manholes could be placed in more stable soil conditions and where space may be adequate for directional drilling below the stream, and
   c. Continue to bore new sanitary sewer line parallel to Echo Lake Drive and intercept at the existing sanitary sewer line on the north side of Echo Lake Drive.

7. Hull will check early in the concept development with ODNR to see if directional drilling below the levee is acceptable and check with the County Engineer to see if there are any fatal flaws with the relocation alternatives. If the alternatives remain viable from a regulatory standpoint, Hull will
prepare concept level drawings, specifications, estimates of probable cost, and projected schedules for each alternative. One objective is to see if the project can be built in 2020. Hull will meet with representatives of the City to review the alternatives and reach consensus on the most cost-effective long-term alternative to be implemented. Hull will document the selected alternative in a Basis of Design Memorandum with the key design parameters recorded to guide the project forward.

8. Hull will submit the selected alternative to ODNR to satisfy the preliminary design requirement in accordance with the Ohio Administrative Code 1501:21-5-02. Coordination with ODNR Dam Safety is necessary to present the proposed alternative and get initial feedback on the approach prior to commencing final design.

Task 2  Final Design Engineering

1. Hull will prepare design plans and specifications suitable for permitting, bidding and constructing the project, based on the selected approach and associated Basis of Design Memorandum prepared as part of Task 1.

2. Hull will meet with the City to review the progress of design at the 30% (preliminary) and 90% stages of design. Meetings may be held via SKYPE or in person for the 30% preliminary design, but the 90% meeting is assumed to be held face to face for final comments.

3. Hull will also submit the 30% set to ODNR for their required preliminary review.

4. Hull will prepare the plans in AutoCAD 2019 format and the specifications in Construction Specifications Institute (CSI) format.

5. Plans and specifications will include construction sequencing requirements, contingency plan requirements, and special construction conditions that may be required by the permits.

Task 3  Permitting Assistance

1. Hull plans to submit the final design construction plans and specifications to ODNR in support of obtaining a construction permit in accordance with OAC 1501:21-5-03. This proposal assumes one round of comments from ODNR and a face to face meeting at the ODNR Columbus location, if necessary, to discuss.

2. Hull will prepare the application package for an Ohio EPA Permit to Install for the new sanitary sewer and manholes. Hull will prepare the engineering report and Antidegradation Addendum that must accompany the PTI application as well. Hull will be available to answer agency questions during their review, copying the City on any formal review comment correspondence that may occur.

3. Hull will prepare a Preconstruction Notification package for submittal to the US Army Corps of Engineers (USACE) requesting authorization to use Clean Water Act Section 404 Nationwide Permit 12 (Utility Line Activities) for open-cut installation of the sewer line in the canal. This permitting task will include notification to the US Fish and Wildlife Service and Ohio DNR's Environmental Review process. Hull notes that the canal is located within an area mapped as being 'ineligible' for coverage by the existing Water Quality Certification of the Nationwide Permits. This means that an additional permit request must be made to Ohio EPA for a Director's Authorization (DA) in lieu of a full Individual 401 certification; the DA process involves a public posting process and technical review by Ohio EPA, and there is an application fee of $2,000. Again, Hull will be available for answering questions during agency review, copying the City on any formal correspondence.

4. If other required permits are identified in Task 1 Preliminary Engineering, Hull will provide the City with a scope and fee for preparing the necessary application as described under Additional Work in this proposal.
5. Permit application fees are not included in the proposed engineering fee. However, Hull will pay
the required application fees at the time of submittal to the review agencies and invoice those
costs as reimbursable expenses additional to the engineering fee.

Task 4 Bidding Assistance

1. Bid Document Preparation
Hull will prepare one (1) Bid Document to delineate the scope of work associated with the selected
Alternative regarding the localized improvements to the City’s sanitary sewer. This Bid Document
will be utilized to solicit competitive bids from competent, qualified Bidders as part of City’s
established electronic bidding process (Bid Express). Hull will conduct a site visit to review current
conditions and meet with Client personnel to review site access and safety requirements for the
overall project defined work limits. The bid document will generally include an advertisement to
bid, information available to bidders, bid forms, contract forms, and the associated drawings. Hull
will use previously prepared documentation as well as engineering documents prepared by Hull to
clearly identify the localized improvements to the City’s sanitary sewer. The drawings will be
prepared using any available site information from the Client and information gathered during
our engineering and design related activities. The cost associated with this task includes one set of
draft bid documents for Client’s review, and distribution of final Bid Documents to the Client.

2. Bid Process Assistance
Hull will also answer questions during the bid process and issue addenda to the City, based upon
questions generated by prospective bidders during the bidding phase. Addenda issued as a
result of design changes requested by the Client shall be considered an additional service. Hull
will also attend the Prebid conference, evaluate all bids, review the formal bid tabulation of all
bids and outline our professional opinion regarding the bids and potential award. The City will
perform the communications via the Bid Express procedures.

Task 5 Construction Administration Assistance

1. Hull estimates a 6-week construction administration period, to perform the tasks below, oversee
the administration of the general contractor progress, and keep the Client informed:

2. Hull will review and track contractor product data and shop drawings pertaining to the design
plans prepared by Hull. Hull will include review of the contractor’s proposed schedule, bypass
pumping plan, equipment and procedure as well as their contingency plan, in addition to the other
technical submittals required by the specifications.

3. Hull plans to review up to 2 monthly pay requests from the general contractor.

4. Hull will prepare change orders attributable to Hull’s original design responsibility.

5. Hull will review on-going field and laboratory test data, and the Daily Field Reports from Hull’s
onsite representative.

6. Hull will conduct weekly progress meetings (via conference call) with the general contractor and
prepare minutes for distribution to the general contractor and to the Client. It will be expected
that the contractor will bring schedule updates and projections to these meetings.

7. Hull will Interpret the Contract Documents and answer field questions, and track these as RFI
(Requests for Information) records.

8. Hull will develop a punch list at the substantial completion stage of construction of Hull’s design
documents

9. Hull will prepare contract closeout documentation.
Task 6 Construction Field Oversight

1. Hull will assign a field technician to be on-site while the Contractors are performing Work. We have estimated 3 weeks of representation on an average of at 45 hours per week. Those estimated hours per week include on-site time as well as travel time to and from the Site. The proposed fees assume the representative will travel to and from Piqua on Mondays and Fridays, staying in Piqua during the week. If the Client requests more on-site representation, or if the project schedule is longer, Hull will use the hourly unit rates provided. This representative will be on-site to observe the Contractor’s efforts regarding the performance of the Work.

2. Hull’s field technician will observe and photograph the major stages of construction at the time of our visit (e.g., E&S controls; dust control and traffic flow; dam and pump operations; sanitary sewer construction; site restoration, etc.).

3. A Daily Field Report (DFR) along with photos, and other supporting field-testing documentation for each site visit will be provided to the Client and uploaded to an FTP site.

4. The purpose of the observation is to confirm that construction activities are being performed in accordance with the plans and specifications at the time of our site visit. Hull cannot comment on, or document any Work performed outside of our individual site visits. Any work observed to be in non-compliance with the plans and specifications will be discussed with the contractor while on-site, verbally reported to the Client, and documented in the DFR, along with other supporting field-testing documentation.

5. Through such observations of Contractor’s work in progress and field checks of materials, Hull shall endeavor to provide further protection for the Client against defects and deficiencies in the Work. However, Hull shall not, during such visits or as a result of such observations of Contractor’s work in progress, supervise, direct, or have control over Contractor’s work nor shall have authority or responsibility for the means, methods, techniques, sequences, or procedures selected by the Contractor. Hull shall also not supervise, direct, or have control over Contractor safety precautions and programs incident to the Work, or for any failure of the Contractor to comply with local, state and federal laws, rules, regulations, ordinances applicable to the Contractor’s performing and furnishing the Work. Additionally, Hull shall not have authority or responsibility of construction for Contractor’s failure to furnish and perform Work in accordance with the plans and specifications.

COMPENSATION

Hull proposes to conduct this work based on actual labor and expenses incurred for an estimated cost not to exceed $115,925, unless Additional Work is required as discussed herein.

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1</td>
<td>Preliminary Engineering</td>
<td>$34,275</td>
</tr>
<tr>
<td>Task 2</td>
<td>Final Design Engineering</td>
<td>23,900</td>
</tr>
<tr>
<td>Task 3</td>
<td>Permitting Assistance</td>
<td>12,000</td>
</tr>
<tr>
<td>Task 4</td>
<td>Bidding Assistance</td>
<td>14,000</td>
</tr>
<tr>
<td>Task 5</td>
<td>Construction Administration Assistance</td>
<td>15,500</td>
</tr>
<tr>
<td>Task 6</td>
<td>Construction Field Oversight</td>
<td>16,250</td>
</tr>
</tbody>
</table>

Total Estimated Cost $115,925

The fees have been developed for each task based on our estimate of hours for each labor category expected to be involved in the project. The rates used to calculate compensation for each labor category are presented in Attachment A, Hourly Rates and Reimbursable Expenses. The project will be billed on a monthly basis with payment due to Hull within thirty days after receipt of an invoice.
ADDITIONAL WORK

Additional work beyond the Scope of Work defined herein shall not be performed until such time as an amendment to this proposal, including the scope of the Additional Work and associated costs, or a new Task Order, has been prepared in writing to address the Additional Work and approved by The Client. Specific items not in the currently proposed scope of work include, but are not limited to, the following:

1. Intrusive investigations (e.g., excavations, removal of existing materials, etc.) beyond those described in this proposal;
2. Design of cofferdams, inflatable dams or pipe bypass;
3. Water sampling and testing;
4. Bathymetric surveying;
5. Project funding assistance;
6. CCTV inspection of the existing sanitary sewer that is to be abandoned;
7. Permit fees, application fees, or any other agency or construction permit fees will be invoiced at cost as reimbursable expenses additional to the engineering contract fee.

Upon request, Hull can provide a proposal for these or other services.

SCHEDULE

Upon notice to proceed, Hull will prepare a project schedule for approval by the City to guide the performance of the design tasks, including estimated allowances for agency reviews. Hull understands it would be desirable to complete the construction in 2020, although the agency review periods may preclude this.

STANDARD OF CARE AND LIMITATIONS

Hull's services will be performed in accordance with the Terms and Conditions of the Master Services Agreement between the City of Piqua and Hull & Associates, Inc. known as CNTRCT.300.1987.

Hull shall perform its services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of its profession practicing in the same or similar locality at the time of service. No other warranty, expressed or implied, is made or intended by our proposal or by our oral or written reports. Hull makes no guarantees regarding the completeness or accuracy of any information obtained from public or private files or information provided by subcontractors.

CLOSING

We appreciate this opportunity to service the City of Piqua. If you concur with this proposal, please return a signed copy of the attached Task Order 001 (or by issuing a Purchase Order that references this proposal) as authorization to begin. If you have any questions, please don't hesitate to call us at (614) 793-8777.

Sincerely,

Cheryl L Green, P.E.
Senior Project Manager, Hull

cc: Mr. David Richards, Engineering Director, Hull

Attachments
ATTACHMENT A
FOR
MASTER SERVICES AGREEMENT FOR PROFESSIONAL SERVICES
HULL & ASSOCIATES, INC.

TASK ORDER NO: 001
TASK ORDER DATE: January 22, 2020
HULL PROJECT CODE: PIQ026
CONTRACT NUMBER: CNTRCT.300.1987

Subject to the terms and conditions of the above referenced Contract, the Consultant agrees to perform the following Scope of Work on a Time and Materials basis as requested by the City of Piqua (City):

Perform professional services for preliminary planning, design, permitting, bidding and construction for replacement of the Fountain Blvd / Canal Sanitary Sewer as described in our Proposal PIQ026.0001 dated January 22, 2020.

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Construction Field Oversight</td>
<td>16,250</td>
</tr>
<tr>
<td></td>
<td>Total Estimated Cost</td>
<td>$115,925</td>
</tr>
</tbody>
</table>

Hull will not do work beyond the Not-to-Exceed estimate below without obtaining separate approval.

NUMBER OF COPIES OF DELIVERABLE: One electronic copy

ESTIMATED TOTAL COST: $115,925

HULL PROJECT CONTACT: Cheryl L. Green, PE

CLIENT PROJECT CONTACTS: Shane Johnson, Piqua Underground Utilities Superintendent

CLIENT AUTHORIZATION: ____________________________ DATE: ____________________________

(Please return one signed original to Hull’s Project Contact and retain one signed original for Client's records)
ATTACHMENT B

2020 Standard Billing Rate Sheet
# Standard Billing Rate Schedule

**Management Staff**
- Senior Principal ........................................... $260
- Principal .................................................. $185
- Senior Project Manager ................................. $160
- Project Manager ......................................... $140
- Government & Community Relations ................... $115

**Scientists**
- Principal Scientist ....................................... $180
- Senior Scientist .......................................... $150
- Project Scientist ......................................... $125
- Scientist I .................................................. $110
- Scientist II ............................................... $100
- Project Data Specialist ................................. $85

**Engineers**
- Principal Engineer ....................................... $180
- Senior Engineer .......................................... $150
- Project Engineer ......................................... $125
- Engineer II ............................................... $110
- Engineer ................................................... $100
- Senior Designer .......................................... $115
- Designer II ............................................... $100
- Designer ................................................... $85

**Hydrogeologists**
- Principal Hydrogeologist ............................... $180
- Senior Hydrogeologist ................................... $150
- Project Hydrogeologist ................................... $125
- Hydrogeologist II ......................................... $110
- Hydrogeologist ........................................... $100

**Survey Staff**
- Principal Surveyor ...................................... $160
- Project Surveyor ......................................... $125
- Surveyor II ............................................... $105
- Surveyor I ................................................... $90
- Survey Crew Chief ....................................... $85
- Survey Crew Member ..................................... $65
- Survey Crew ............................................... $150

**Support Staff**
- Senior GIS Specialist .................................. $125
- GIS Specialist ........................................... $95
- Senior Technician ....................................... $90
- Technician II ............................................. $80
- Technician I .............................................. $65
- Project Management Assistant ......................... $60

## Notes:
1. If personal vehicles are utilized, travel mileage is billed at the federal mileage reimbursement rate. If company-owned vehicles are utilized, rental rates of $120/day, $350/week, or $1,000/month are used in lieu of travel mileage. If rental vehicles are utilized, the actual cost of the rental and gasoline will be billed directly with no mark-up.
2. Air transportation fees are billed directly with no mark-up.
3. Project reimbursable expenses such as reproduction by vendors, overnight shipping, meals, and lodging associated with travel or extended field activities, etc. are billed directly with no mark-up.
4. Field equipment rented from outside vendors is billed directly with no mark-up. Field equipment owned by Hull, including individual equipment items or groupings of equipment such as sampling kits, are billed at competitive market-equivalent rates for daily or weekly rental.
5. Subcontractors’ fees are billed at a rate equal to the subcontractor fee multiplied by 1.15 to recover Hull’s contractual risk and associated operational expense.
6. Overtime for time worked on a project in excess of 8 hours/day is billed at 1.5 times the standard rate.
7. Higher hourly billing rates may apply for certain services such as rapid response consulting, Ohio Certified Professional, expert witness services, etc. as agreed on a project-specific basis.
RESOLUTION NO. R-38-20

A RESOLUTION AUTHORIZING THE AMENDED LEASE OF A PORTION OF PARCEL NO. N44-250063

WHEREAS, the City of Piqua owns the property of Parcel No. N44-250063, commonly known as 158 R.M. Davis Parkway (R. M. Davis Water Tower); and

WHEREAS, said property has adequate area for additional infrastructure; and

WHEREAS, NKTelco has interest in leasing a portion of said property for telecommunications infrastructure,

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 the lease for a portion of the Parcel No. N44-250063 identified in Exhibit B for an amount of 1,000 annually, substantially in accordance with the attached Lease Agreement for a period of twenty-five years.

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

KRIS LEE, 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 Kris Lee
Commissioner Kathryn B. Hinds
Commissioner Chris Grissom
Commissioner Cindy Pearson
Commissioner Thomas Fogt
<table>
<thead>
<tr>
<th><strong>MEETING DATE</strong></th>
<th>February 18, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REPORT TITLE</strong></td>
<td>A RESOLUTION AUTHORIZING THE AMENDED LEASE OF A PORTION OF PARCEL NO. N44-250063</td>
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<tr>
<td><strong>SUBMITTED BY</strong></td>
<td>Dean Burch, Information Technology Director</td>
</tr>
<tr>
<td><strong>AGENDA CLASSIFICATION</strong></td>
<td>☑️ Resolution</td>
</tr>
<tr>
<td><strong>APPROVALS/REVIEWS</strong></td>
<td>☑️ City Manager, ☑️ Asst. City Manager/Finance, ☑️ Law Director, ☑️ Department Director: Water Superintendent</td>
</tr>
<tr>
<td><strong>BACKGROUND</strong></td>
<td>On January 21, 2020, the City Commission approved Resolution No. R-17-20 authorizing the lease of a portion of Parcel No. N44-250063. While working with the Water Department, Planning &amp; Zoning and NKTelco to set the final location for the communications hut it was decided to place the hut along the southern portion of the property instead of along the northern portion. Exhibit B in the amended lease shows the new approximate location. No other changes have been made to the lease that was approved at the January 21, 2010 City Commission meeting.</td>
</tr>
<tr>
<td><strong>BUDGETING AND FINANCIAL IMPACT</strong></td>
<td>Budgeted $:</td>
</tr>
<tr>
<td><strong>OPTIONS</strong></td>
<td>1. Adopt the resolution to authorize the amended lease. 2. Deny the resolution and deny the amended lease. 3. 4.</td>
</tr>
<tr>
<td><strong>PROJECT TIMELINE</strong></td>
<td>February 2020</td>
</tr>
<tr>
<td><strong>STAFF RECOMMENDATION</strong></td>
<td>Approved the proposed resolution.</td>
</tr>
<tr>
<td><strong>REASON FOR SELECTING CONSULTANT/COMPANY</strong></td>
<td></td>
</tr>
<tr>
<td><strong>ATTACHMENTS</strong></td>
<td>Resolution, lease agreement</td>
</tr>
</tbody>
</table>
158 RM DAVIS PARKWAY, PIQUA, OHIO 45356
LEASE AGREEMENT (Amended)

THIS LEASE AGREEMENT (herein "Lease"), is made by and between The City of Piqua, an Ohio Municipal Corporation (herein "City") whose address is 201 West Water Street, Piqua, Ohio 45356 and NKTelco (Tenant"), whose address is 301 West South Street, New Knoxville, Ohio 45871.

PREMISES.
City, in consideration of the payments to it by Tenant of the rents herein contained, which Tenant agrees to timely pay, and in consideration of the performance by Tenant of the covenants hereinafter provided, which Tenant agrees to fully and promptly perform, does hereby lease to Tenant:

The real estate identified in Miami County, Ohio with Property Identification Number N44-250063 (shown in Exhibit A) includes the defined portion of land shown by outlined black box in Exhibit B, building and improvements together with all easements and appurtenances belonging or in anyway appertaining thereto, whether public or private, and all rights of the City in and to any public or private thoroughfares or roadways abutting the above described property are hereinafter referred to as the "Leased Premises" or Premises".

TERM.
The Term of this Lease shall begin upon execution and shall automatically renew beginning on February 1, 2020, on a calendar year basis for a period of twenty-five (25) years unless terminated by either party with a ninety (90) day written notice.

IMPROVEMENTS TO LEASED PREMISES AND OPERATION.
Tenant agrees to accept the Premises in its present "as-is" condition, subject to the representations and warranties contained in this Lease. Any improvements to the Premises shall become the benefit of the City. However, any structures or fixtures added, subject to ALTERCATIONS AND CAPITAL IMPROVEMENTS, shall remain the property of the Tenant and shall immediately be removed by the Tenant upon termination of this Lease unless the parties negotiate otherwise. It is Tenant's responsibility to ensure that all improvements comply with all Local zoning and planning codes and any other applicable national or state code requirement and acquiring any required permits.

Prior to operation of any facility constructed on the Premises, the City shall be provided a copy of any required license and/or permit for the operation.

Tenant may access leased property via public improvements leading to the site as needed for operations.

LEASE PAYMENT
Beginning on February 1, 2020, Tenant agrees to issue Landlord annual rent One Thousand Dollars ($1,000).

UTILITIES; SERVICES.
Tenant, at its sole cost and expense shall be responsible for providing the Leased Premises with all utilities and services, including janitorial and landscape services.
REPAIR AND CARE OF PREMISES.
Tenant shall, at its expense, maintain the Leased Premises and buildings and improvements and appurtenances thereto in as good order and condition as at the commencement of this Lease, reasonable use and ordinary wear and tear excepted; and Tenant shall make any and all repairs, replacements and improvements, foreseen or unforeseen, necessary for such purpose. Tenant shall not call upon City to make any such repairs or replacements, this being a net lease and the intention of the parties being that the rental to be received by the City shall be free of any expense in connection with the care, maintenance, operation or repair of the Premises or of the improvements and appurtenances located thereon; provided, however, that Tenant shall not be required to make any structural or capital repairs to the Premises during the final year of any Lease terms unless Tenant (and as the case may be, the City and Tenant mutually agree and consent) has exercised its option to renew the Lease for an additional term.

In the event that Tenant terminates this lease, any or all said structures, appurtenances, equipment and signs or affixed to the structures and Premises not removed within one hundred eighty (180) calendar days may, at the City's sole option, be considered abandoned by the Tenant and become the property of the City. (Just note that the 180 day period runs from the date of termination).

ALTERATIONS AND CAPITAL IMPROVEMENTS.
Tenant shall have the right to make such alterations or capital improvements to the Premises as Tenant deems necessary; provided, however, that Tenant shall make no structural alterations or improvements reasonably estimated to cost more than one hundred thousand dollars ($100,000) nor exterior alterations which attach, affix or deface the exterior of the Premises without the prior approval of City, which approval shall not unreasonably be withheld. City shall have no obligation to reimburse Tenant for any cost of alterations or capital improvements. Tenant accepts the Premises in an "as-is" condition.

Tenant shall also 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 Lease Premises provided conformance with all applicable laws and regulations.

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 not removed within 180 calendar days may, at the City's sole option, be considered abandoned by the Tenant and become the property of the City.

REAL ESTATE TAXES; ASSESSMENTS.
Tenant shall pay all taxes (collectively the "tax"), including assessments (including public or private storm water, water, sewer and special lighting assessments), assessed, levied, confirmed, or imposed during the term of this Lease whether or not now customary or within the contemplation of City and Tenant.

RIGHTS RESERVED TO CITY.
City shall have the following rights exercisable with notice and without liability to Tenant:

To have access to the Leased Premises at reasonable times and for reasonable purposes provided City notifies Tenant at least twenty-four (24) hours prior to City's coming onto the Lease Premises.
However, City should not be required to give such prior notice in the event of an emergency. Access to the Lease Premises does not include access to any secured fixture or structure without Tenant accompanying the City.

INSURANCE.

(a) Tenant shall keep the Premise at all times insured against loss by fire or other casualty under an “All-Risks” policy of insurance in an amount equal to its replacement cost or pursuant to an “agreed amendment” endorsement and which also includes loss of rents coverage. Tenant shall at all times and at its costs maintain public liability insurance on the Leased Premises with minimum amounts of $1 million combined single limit with a $3 million aggregate. The limits of liability shall be adjusted as needed during the term of the Lease by agreement of City and Tenant and in conformity with the then prevailing custom of insuring liability in the State of Ohio. City may also maintain umbrella liability insurance in a reasonable amount as determined by City. Upon request, Tenant shall deliver copies or certificates of insurance to evidence coverage.

(b) Tenant shall at all times and at its cost maintain comprehensive general liability insurance (including contractual liability and broad form property damage coverage) on the Lease Premises with limits of liability shall be adjusted as needed during the term of the Lease by agreement of City and Tenant and in conformity with the then prevailing custom of insuring liability in the State of Ohio. Such liability policies shall carry both the names of the City and Tenant as the name insured and Tenant shall provide City with a Certificate of Insurance to evidence coverage. The Certificate of Insurance shall specifically contain the following language:

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

(c) Each party hereto, on its own behalf and on behalf of its respective property insurers, hereby waives all liability and corresponding rights of subrogation against the other to the extent that the party suffering any loss is or world be insured by business interruption insurance or by “All-Risk” policy of property insurance in the amount of the replacement value of the property owned by the respective party.

WARRANTY OF QUIET ENJOYMENT.

Tenant, upon paying the rents and keeping and performing the covenants of this Lease to be performed by Tenant, shall peacefully and quietly hold, occupy and enjoy said Premises during said term or any renewal thereof without any let, hindrance or interruption by City or any persons lawfully claiming under City.

ASSIGNMENT AND SUBLETTING.

(a) Tenant shall not voluntarily assign or sublet all or any portion of its interest in this Lease or in the Leased Premises without obtaining the prior written consent of City, which consent may not be unreasonably withheld or delayed. Any such attempted assignment or subletting without such consent shall be null and void and of no effect and subject this Lease to immediate termination by the City.
(b) A merger, acquisition or other sale or purchase shall be indicated in writing to the City as soon as can be legally disclosed. The City shall have sole authority to decide if the new entity shall continue in the Lease or Lease shall be terminated.

FIRE OR OTHER CASUALTY.
Should the structures located on the Lease Property be damaged or destroyed by any case and such damage or destruction be of such a nature that it may be repaired or restored within a period of one year after the occurrence, then this Lease shall not terminate but it shall be the obligation of Tenant to repair or restore the Premises as nearly as possible to its condition prior to such damage or destruction and the Tenant shall proceed promptly to make such repairs or restoration. Should the damage or destruction be of a character that will not, in an independent engineer's or contractors' reasonable estimate, permit repair or restoration of the Leased Premises, within the period of one year after the occurrence thereof, Tenant shall notify City within thirty (30) days after the occurrence. In the event that it is determined that restoration cannot occur within the one year period, then the City shall have the right to cancel the unexpired term of this Lease upon giving written notice. In the event that City does not cancel the unexpired terms of the Lease aforesaid, Tenant shall repair and restore the Premise as set forth above.

EMINENT DOMAIN.
If less than the whole of the Leased Premises or any structures thereon shall be taken by any public authority under the power of eminent domain, (or any voluntary transfer by agreement in order to avoid court proceedings under the threat of condemnation) but Tenant can continue to operate its business, this Lease shall not terminate.

If the whole of the Leased Premises shall be taken by any public authority under the power of eminent domain (or any voluntary transfer by agreement in order to avoid court proceedings under the threat of condemnation), or less than the whole of the Lease premises shall be so taken or transferred but Tenant in its reasonable discretion does not believe it can continue to operate its business, then the term of this Lease shall cease as of the day possession shall be taken by such public authority. The entire amount awarded for any total or partial taking under the power of eminent domain including, but not limited to, any award for consequential damages, shall belong to and be the property of the City, and Tenant hereby assigns to City all of Tenant's rights to any portion thereof, except any award made for the loss of its leasehold interest, made solely to compensate Tenant on account of Tenant's interruption of business, Tenant's cost of moving to a different location, and the replacement cost or removal cost of Tenant's equipment and personal property, which shall be the property of Tenant.

The City has the ability to terminate the Lease without eminent domain but other public authorities may have the ability to exercise eminent domain action.

WAIVER.
No waiver of any of the covenants and agreements herein contained or of any breach thereof shall be taken to constitute a waiver of any subsequent breach of such covenants and agreements or to justify or authorize the non-observance at any other time of the same or of any other covenants and agreements hereof.

NOTICES.
All notices required under this Lease to be given to Tenant may be given to it at General Manager, NKTelco, 301 W South St, PO Box 219, New Knoxville, Ohio 45871 or such other place as Tenant may
designate in writing. Any such notice to be given to City under this Lease shall be given to it at City Manager, City of Piqua, 201 West Water St, Piqua, Ohio 453656, or at such other place as City may designate in writing. All notices shall be in writing and shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested. Notice shall be effective when received or if mailed, on the third (3rd) day after being mailed.

SUBORDINATION, NON-DISTURBANCE.
With respect to future mortgage lenders, Tenant shall not be required to subordinate the priority of its lease or arrear to such lender unless: (i) such lender agrees to execute a reasonable non-disturbance agreement that will prevent such lender from terminating the Lease as long as Tenant is not in default hereunder; and (ii) provides loan proceeds which will be used in connection with the Leased Premises and any structures thereon.

COOPERATION.
The City and Tenant understand and recognize that mutual cooperation and assistance will be needed to properly implement the provisions of this Lease. Each party agrees to cooperate with the other to the extent reasonably necessary or desirable to effectuate the provisions of this Lease.

RISK OF LOSS TO PERSONAL PROPERTY.
All fixtures installed by Tenant and all equipment, stock, supplies and all personal property of any kind or description whatsoever in the lease Premises belonging to Tenant, shall be at Tenant’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 employees, agents or independent contractors negligences was the sole proximate cause of such damage or loss.

REDELIVERY OF PREMISES.
Tenant shall, upon the expiration of this Lease, deliver up the Leased Premises in good condition as it now is or may be put by City, free of all hazardous or toxic materials used, placed, or stored in the leased Premises by Tenant, reasonable use and ordinary wear and tear thereof and damage by fire or other casualty, condemnation or appropriation excepted.

EXAMINING AND EXHIBITING PREMISES.
Within six (6) months from the date of the expiration of the Lease, City or its authorized agent shall have the right to enter the Leased Premises at all reasonable times after twenty-four (24) hours advance notice for the purpose of exhibiting the same to prospective tenants.

CLEANLINESS OF PREMISES.
Tenant will keep the interior and exterior of the Leased Premises in a safe, clean condition and will not store any refuse, trash, toxic or hazardous materials or wastes in or around the structures or on the Premises.

SIGNS.
Tenant may install a sign or signs on the Leased Premise provided it obtains all necessary permits from government authorities, and provided that any signs affixed to any structure do not in any way damage the structures and comply with all city code requirements.

INTERRUPTION OF SERVICE.
City does not warrant that any utility service or other services to be provided by the City will be free from interruption due to causes beyond City’s reasonable control. In the event of temporary interruption of services or unavoidable delay in the making of repairs the same shall not be deemed an eviction or disturbance to Tenant’s use and possession of the Leased Premises nor render City liable to Tenant for damage by abatement of rent or otherwise not shall the same relieve Tenant from performance of Tenant’s obligations under this lease.

DEFAULTS AND REMEDIES.

(a) Defaults by Tenant. The occurrence of any one or more of the following events shall be a default under and breach of this Lease by Tenant:

(i) Tenant shall fail to perform or observe any term, condition, covenant or obligation required to be performed or observed by it under this Lease for a period of thirty (30) days after written notice thereof from City; provided, however, that if the term, condition, covenant or obligation to be performed by Tenant is of such a nature that the same cannot reasonably be performed within such thirty (30) day period, such default shall be deemed to have been cured if Tenant commences such performance within said thirty (30) day period and thereafter diligently undertakes to complete the same and does so complete the required action within a reasonable time.

(b) Remedies. Upon the occurrence of any event of default set forth herein, the City shall have the following rights and remedies, in addition to those allowed by law, and one or more of which may be exercised without further notice to or demand upon Tenant: City upon notice to Tenant may terminate with Lease as of the date of such default, in which event; (i) neither Tenant not any person claiming under on through Tenant shall thereafter be entitled to possession of the Leased Premises, and Tenant shall immediately thereafter surrender the Leased Premises to City; (ii) City may re-enter the Leased Premises and dispossess Tenant or any other occupants of the leased Premises by any means permitted by law, and may remove their effects, without prejudice to any other remedy which City may have for possession or arrearages in rent; and (iii) notwithstanding the termination of this Lease, Tenant will remain liable to City for damages in an amount equal to the rent and other sums that would be owing by Tenant under this Lease.

AUTHORITY.
The persons executing this Lease on behalf of City hereby covenant and warrant that: City is a duly constituted political subdivision of the state of Ohio; and such persons are duly authorized by law and its City Commission to execute and deliver this Lease on behalf of the City.

SEVERABILITY.
If any clause or provision of this Lease is illegal, invalid or unenforceable, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added as a part of this Lease a clause as a provision as may be possible and be legal, valid and enforceable. If such invalidity is, in the sole determination of City, essential to the rights of both parties, City has the right to terminate this Lease on written notice to Tenant.

FORCE MAJEURE.
Neither party shall be liable to the other for breach of this Lease if the breach is caused by circumstances beyond its reasonable control, including, without limitation, acts of God; fire, flood,
earthquake or other natural disaster, war, riot or civil disobedience; governmental action or inaction, and strikes, lockouts, picketing or other labor dispute.

TIME IS OF THE ESSENCE.
Time is of the essence with regard to the terms and provisions of this Lease.

INDEMNIFICATION.

(a) Tenant does hereby agree to indemnify, defend and save harmless the City from all losses, costs, damages and expenses (including fines, penalties, and attorneys' fees) resulting from any claim, demand, liability, obligation, right or cause of action, including, but not limited to, governmental action (collectively, “Claims”) that are asserted against or incurred by City or the Premises (a) as a result of Tenant’s breach of this Lease or any representation, warranty, or covenant hereof; or (b) arising out of the operations or activities or presence of Tenant, its employees, representatives, agents, contractors or customers at the Premises (“Tenant’s Indemnified Matters”).

(b) City does hereby agree to hold harmless Tenant from all Claims that are asserted against or incurred by Tenant or the Premises (a) as a result of City’s breach of this Lease or any representation, warranty or covenant hereof; (b) arising out of the operations or activities or presence of the City or any agent of the City, other than Tenant, its employees, representatives, agents or contractors, at the Premises prior to the date of this Lease; or © arising from environmental conditions or violations or Environmental Laws at the Premises, including, without limitation, the presence of Hazardous Substances at, on, or under the Premises, provided that such environment condition or violation was based on something other than Tenant’s Indemnified Matters. City hereby waives and releases Tenant from any and all Claims, known and unknown, foreseen or unforeseen, which exist or which may arise under common or statutory law, including CERCLA or any other statutes now or hereafter in effect, other than those arising as a result of Tenant’s indemnified Matters.

(c) Should the agreement of fiber lease end between City of Piqua and NKTelco this lease agreement may terminated with a 30-day notice by the City of Piqua.

(d) NKTelco agrees to extend the City of Piqua’s fiber to the Water Tower as a part of this agreement free of charge to the City.

Signature page to follow.
IN WITNESS WHEREOF, Landlord and Tenant have hereunto executed this Lease as of the __________ day of _____________________, 2019.

WITNESS

______________________________

Landlord:
City of Piqua
By: ____________________________
Gary A. Huff, City Manager

______________________________

Date: __________________________

WITNESS

______________________________

Tenant:
NKTelco
By: ____________________________

______________________________

Date: __________________________

APPROVED AS TO FROM:

______________________________
Exhibit B - Defined Portion of Parcel to be Leased

Parcel ID N44-250063

Approximate location
RESOLUTION NO. 39-20
A RESOLUTION REQUESTING THE REPLAT OF INLOTS 8686 AND 8687 IN THE INDIAN RIDGE SUBDIVISION AND THE VACATION OF AN UNUSED STORM SEWER EASEMENT

WHEREAS, pursuant to the City of Piqua Code of Ordinances Section 151.30 to 151.35, the Planning Commission has taken action on a plat that includes the replat of inlots 8686 and 8687 in the Indian Ridge subdivision and the vacation of an unused storm sewer easement, as shown on Exhibit A, attached; and,

WHEREAS, notice of a public hearing advertised the time and place of the presentation of the proposed plat for consideration before the Planning Commission; and

WHEREAS, the Planning Commission met at in open sessions and took public comment regarding the proposed plat; and

WHEREAS, the Planning Commission after hearing the item and considering the public comments and information provided, recommended approving the replat of lots 8686 and 8687 and the vacation of a storm sewer easement, as shown in Exhibit A, attached; and,

WHEREAS, pursuant to the City of Piqua Code of Ordinances Section 151.30 to 151.35, when the Planning Commission recommends the approval of a plat including the dedication of public right of way it shall be referred to the City Commission for final acceptance.

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 approves the replat of lots 8686 and 8687 in the Indian Ridge subdivision and the vacation of an unused storm sewer easement, as shown on Exhibit A, attached.

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

Kris Lee, 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 Kris Lee
Commissioner Cindy Pearson
Commissioner Thomas Fogt
Commissioner Kathryn Hinds
Commissioner Chris Grissom
# Commission Agenda

## Staff Report

<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>February 18, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A RESOLUTION REQUESTING THE REPLAT OF INLOTS 8686 AND 8687 IN THE INDIAN RIDGE SUBDIVISION AND THE VACATION OF AN UNUSED STORM SEWER EASEMENT</td>
</tr>
<tr>
<td>SUBMITTED BY</td>
<td>Chris Schmiesing, Community and Economic Development Director</td>
</tr>
<tr>
<td>Development Department</td>
<td></td>
</tr>
<tr>
<td>AGENDA CLASSIFICATION</td>
<td>☑ Resolution</td>
</tr>
<tr>
<td>☐ Consent</td>
<td>☐ Ordinance</td>
</tr>
<tr>
<td>APPROVALS/REVIEWS</td>
<td>☑ City Manager</td>
</tr>
<tr>
<td>☑ Stormwater Management and Underground Utilities</td>
<td></td>
</tr>
<tr>
<td>☑ Development Director</td>
<td></td>
</tr>
<tr>
<td>☑ Planning Commission</td>
<td></td>
</tr>
<tr>
<td>BACKGROUND (Description, background, justification)</td>
<td>The applicant has requested to replat two lots together to create a larger building space for a new single-family home on Ottawa Circle in the “Pointe” portion of the Indian Ridge subdivision. In the early 2000s, a previous ownership interest plotted out the future infrastructure of the subdivision and deemed the side lot border area of these two lots to be an appropriate area for future underground infrastructure. Indian Ridge has since changed hands, some plans and phasing has been reworked, and City staff have reviewed to determine that the easement is no longer necessary.</td>
</tr>
<tr>
<td>BUDGET/FINANCIAL IMPACT (Project costs and funding sources)</td>
<td>Budgeted$: 0</td>
</tr>
<tr>
<td>Expenditure$: 0</td>
<td></td>
</tr>
<tr>
<td>Source of Funds: NA</td>
<td></td>
</tr>
<tr>
<td>Narrative: Approving the resolution will allow for the construction of a single family home. There is no expense to the City.</td>
<td></td>
</tr>
<tr>
<td>OPTIONS (Include deny/approval option)</td>
<td>1. Pass the resolution to approve the replat and the vacation of an unimproved sewer easement.</td>
</tr>
<tr>
<td>2. Deny the resolution.</td>
<td></td>
</tr>
<tr>
<td>PROJECT TIMELINE</td>
<td>February 11, 2020 — Planning Commission for a public hearing</td>
</tr>
<tr>
<td>February 18, 2020 — City Commission for resolution acceptance</td>
<td></td>
</tr>
<tr>
<td>STAFF RECOMMENDATION</td>
<td>Approve the proposed resolution</td>
</tr>
<tr>
<td>ATTACHMENTS</td>
<td>Resolution and Exhibits</td>
</tr>
</tbody>
</table>
RESOLUTION NO. R-40-20

A RESOLUTION DECLARING THE CITY’S INTENTION TO APPROPRIATE 1.871 ACRES
OF LAND LOCATED IN THE NORTHEAST AND SOUTHEAST QUARTERS OF SECTION 1,
TOWN 8, RANGE 5E, LOCATED IN WASHINGTON TOWNSHIP, MIAMI COUNTY, OHIO

WHEREAS, Sections 100 and 101 of the City of Piqua Charter requires the passage of a
resolution declaring the intent of appropriating property, defining the purpose of the
appropriation, setting forth the description of the property, and the interest therein desired to be
appropriated, and

WHEREAS, it is the desire of the City of Piqua to acquire the fee simple interest in the
land described in “Exhibit A” currently owned by Tecla Powell and Roland Kellar, Jr. and having
the property address of 9480 N. SR 66, Piqua, Ohio; and

WHEREAS, the purpose of appropriating said property is related to safety and dam
purposes as the property is directly located next to the Swift Run Lake Dam.

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: The City is authorized to commence appropriation proceedings for the entire fee
simple interest in the property listed in “Exhibit A” from Tecla Powell and Roland Kellar, Jr.
for the purposes described above;

SEC. 2: Therefore, the City Manager or his duly authorized representative shall immediately
cause written notice of the city’s intent to appropriate said property to be served by certified
mail upon Tecla Powell and Roland Kellar Jr.

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

Kris Lee, 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 Kris Lee
Commissioner Kathryn B. Hinds
Commissioner Cindy Pearson
Commissioner Chris Grissom
Commissioner Thomas Fogt
EXHIBIT A

Being a 1.871 acre tract located in the Northeast and Southeast Quarters of Section 1, Town 8, Range 5E, Washington Township, Miami County, Ohio, and further bounded and described as follows:

Beginning for reference at the northwest corner of the Southeast Quarter of Section 1; thence North 89° 53’ 05” East for 1837.69 feet with the half section line, per Plat Volume 15, Page 132-8 of the Miami County Recorder’s Plat Records, to a point; thence North 07° 07’ 10” West for 84.63 feet to a wood fence post marking the true place of beginning;

Thence North 75° 58’ 43” East for 228.40 feet to a 5/8” diameter capped iron pin set, witness passing an iron pipe found at 4.0 feet and an iron pin found at 166.94 feet;

Thence South 24° 25’ 09” East for 378.15 feet to a 5/8” diameter capped iron pin set;

Thence North 80° 10’ 10” West for 354.60 feet to a point, witness passing a 5/8” diameter capped iron pin set on the west right-of-way of State Route 66 at 67.88 feet and passing an iron pipe found at 346.16 feet;

Thence North 07° 07’ 10” West for 230.22 feet to the wood fence post at the place of beginning.

Bearings based on GPS State Plane Coordinate system, NAD83(2011) Adjustment, Geoid 12a, Ohio South Zone, O.D.O.T. VRS/CORS Network.

Containing a total of 1.871 acres, including 0.483 acres in road right-of-way and subject to all legal easements, rights-of-way, and restrictions of record.

According to a survey performed by Michael W. Cozatt, Professional Surveyor #6001, 534 N. Elm St., Suite C, Troy, Ohio 45373, on August 27, 2018, as filed in Volume 58, Page 166 of the Miami County Engineer’s Record of Land Surveys.