REGULAR PIQUA CITY COMMISSION MEETING
TUESDAY, APRIL 7, 2020
6:00 PM
COMMISSION CHAMBER—2nd FLOOR
201 WEST WATER STREET
PIQUA, OHIO 45356

CALL TO ORDER

THE PLEDGE OF ALLEGIANCE

ROLL CALL

REGULAR PIQUA CITY COMMISSION MEETING

CONSENT AGENDA

1. APPROVAL OF MINUTES
   Approval of the minutes from the March 3, 2020 Regular Piqua City Commission Meeting and the February 27, 2020 Piqua City Commission Worksession

NEW BUSINESS

2. ORD. NO. 6-20 (1st Reading)
   An Ordinance to amend the Historic Preservation Code

3. RES. NO. R-46-20
   A Resolution authorizing the sale of city owned real estate located at 439 S. Main Street

4. RES. NO. R-47-20
   A Resolution awarding a contract to A to Z Property Maintenance LLC for the sidewalk ADA Compliance Program

5. RES. NO. R-48-20
   A Resolution awarding a contract to Barrett Paving Materials, Inc. for the 2020 Street Resurfacing Program

6. RES. NO. R-49-20
   A Resolution authorizing preliminary consent legislation with the Ohio Department of Transportation (ODOT) for traffic signal and pedestrian improvements on E. Ash Street from Scott Drive to Kienle Drive

7. RES. NO. R-50-20
   A Resolution for consent to amend an agreement for Professional Engineering Design Services with Strand Associates, Inc. for the Stormwater Master Plan Update

8. RES. NO. R-51-20
   A Resolution awarding a contract to Westerheide Construction Company for the Municipal Government Complex Building Security Upgrades Project

9. RES. NO. R-52-20
   A Resolution amending the agreement with LJB Inc, for the Engineering Design Services for the Great Miami River Pedestrian Bridge Project
10. RES. NO. R-53-20
   A Resolution requesting authorization to purchase the real property and building(s) located at 9480 North State Route 66, payable to Tecla A. Powell and Roland J. Kellar, Jr., in the amount not to exceed $67,500

11. RES. NO. R-54-20
   A Resolution authorizing a purchase order to Lebanon Ford for the purchase of two Ford Police Interceptor Utility Vehicles

12. RES. NO. R-55-20
   A Resolution authorizing a purchase order to the KE Rose Company for purchase and installation of specialized equipment in Police Vehicles

13. RES. NO. R-56-20
   A Resolution approving the United States Department of Agriculture Rural Business Development Grant Application for Program Year 2020 and authorizing the City Manager to submit application to the United States Department of Agriculture

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

CITY MANAGER'S REPORT

COMMISSIONERS COMMENT

ADJOURNMENT
MINUTES
PIQUA CITY COMMISSION
Tuesday, March 3, 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, and Commissioner Pearson. Commissioner Fogt was absent.

Commissioner Hinds moved to excuse Commissioner Fogt from the meeting, motion was seconded by Commissioner Pearson. Motion carried unanimously and Mayor Lee declared Commissioner Fogt excused.

EXECUTIVE SESSION
To consider the purchase or sale of property for public purposes

To prepare for and review negotiations on compensation or other terms and conditions of employment for City personnel

Commissioner Grissom moved to go into Executive Session, seconded by Commissioner Pearson. The Commissioners went into Executive Session at 6:02 p.m.

ADJOURNMENT
Motion was made by Commissioner Grissom to adjourn from the Executive Session at 6:32 p.m., seconded by Mayor Lee, Motion carried unanimously and the Commissioners continued the regular meeting.

CONSENT AGENDA

APPROVAL OF MINUTES
Approval of the minutes from the February 18, 2020 Regular Piqua City Commission Meeting

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

Motion to approve the Consent Agenda was carried unanimously, and Mayor Lee declared the Consent Agenda approved

NEW BUSINESS

RES. NO. R-41-20
A Resolution requesting authorization to apply for Safe Route to School Funding for certain infrastructure and non-infrastructure improvements

Chris Schmiesing, Community and Economic Development Director presented the Staff Report.

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

Commissioner Hinds commented on the consideration of refiguring of the intersection at Indian Trail and Tomahawk Trail.
Commissioner Grissom commented on how many people live in walkable distance and parental concerns and input.

Mayor Lee commented on the inclusion of Piqua Catholic schools in the program, Mr. Schmiesing responded that the criteria for ODOT makes it difficult for those schools to participate.

Commissioner Pearson commented on parental surveys with regard to walking distance, time, safety at intersections and violence of crime in the area.

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

Bill Jaqua, 607 N. Sunset Drive commented on the number of bicycle crashes he witnesses in the school zone on Sunset Drive.

Paul Bubeck, 921 Camp Street commented on the need to replace the 4 way stop sign at the intersection of Sunset and Park with a stop light.

Motion was made by Commissioner Grissom to adopt RES. NO. R-41-20, motion seconded by Commissioner Hinds, motion was carried unanimously. Mayor Lee declared RES. NO. R-41-20 adopted.

RES. NO. R-42-20
A Resolution authorizing the sale of City owned Real Estate

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. There were none.

Motion was made by Commissioner Hinds to adopt RES. NO. R-42-20, motion seconded by Commissioner Grissom, motion was carried unanimously. Mayor Lee declared RES. NO. R-42-20 adopted.

RES. NO. R-43-20
A Resolution authorizing the acceptance of Real Estate into the Land Reutilization Program

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.

Joe Drapp, 1366 Park Avenue questioned the location of the properties and the probability of redevelopment of the properties.

Mr. Schmiesing identified the location of the five properties and noted that the city is facilitating conveyance of the properties to an entity that puts them into a productive use to maintain school and property taxes.

Motion was made by Commissioner Grissom to adopt RES. NO. R-43-20, motion seconded by Commissioner Pearson, motion was carried unanimously. Mayor Lee declared RES. NO. R-43-20 adopted.
RES. NO. R-44-20
A Resolution authorizing the purchase of 2-acres of land from Parcel No. M40-003100

City Manager Huff presented the report.

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

Commissioner Grissom asked if the City would be leasing the property to which City Manager Huff stated that we would be leasing the property to Kettering Health Network who would develop all the facilities on the property.

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

Bill Jaqua asked about the recoupment of money invested and property valuation.

City Manager Huff responded that the City is still negotiating and that this is a worthwhile service to the community.

Motion was made by Commissioner Pearson to adopt RES. NO. R-44-20, motion seconded by Commissioner Grissom, motion was carried unanimously. Mayor Lee declared RES. NO. R-44-20 adopted.

RES. NO. R-45-20
A Resolution authorizing the City Manager to enter into a Collective Bargaining Agreement with the American Federation of State, County and Municipal Workers, Inc. (AFSCME), Council 8, Local 984

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 Public. There were none.

Motion was made by Commissioner Pearson to adopt RES. NO. R-45-20, motion seconded by Commissioner Hinds, motion was carried unanimously. Mayor Lee declared RES. NO. R-45-20 adopted.

PUBLIC COMMENT

Bill Jaqua, 607 N. Sunset Drive commented on the town hall meetings with regard to the utilities and pool. Mr. Jaqua also commented on the petition for change from a charter to statutory city form of government.

Amy Hickey, 1335 Covington Avenue spoke with regard to the youth group program “Aiming High with Youth, the Riffel Effect” and visions for youth involvement in the community, announcement of fund raising events and the possible kick-off of the program in Downtown Piqua.

Commissioner Hinds asked if this program was already created or if Ms. Hickey has created and recommended that Ms. Hickey approach the school board with regard to this program

Ms. Hickey stated that she has created this program.

Mayor Lee comments that this would be perfect to get kids involved and that this is fulfilling a need.

Commissioner Pearson inquired as to meeting locations. Ms. Hickey responded possibly the Bethany Center or public parks weather permitting.
Alisha Barton and Aimee Shannon gave a presentation and information with regard to Shared Harvest Food Bank and pop-up pantries, statistics with regard to households being serviced by these programs and the issue of food insecurity in Miami County.

Commissioner Pearson inquired as to what identification information is collected from persons obtaining assistance. Ms. Barton provided the information that they just need to provide proof they are a Miami County citizen.

Commissioner Hinds inquired about the funding source. Ms. Barton advised that the food comes from the Federal government and is distributed through Harvest Pantry.

Debbie Thompson, 1026 S. Roosevelt Avenue expressed appreciation to Commissioner Hinds for her service to the City as Mayor and spoke on the importance and duty of the citizens to be able to vote for the Mayor.

Law Director Patrizio stated that the City could change the charter with regard to citizen election of the Mayor and clarified the commission roles with regard to the Mayor position.

Jey Roman, 406 W. High Street commented on Amy Hickey’s program, the town hall pool meeting and the importance of holding town hall meetings on a regular basis.

Commissioner Grissom commented on better timing and/or location for town hall meetings.

Mr. Roman responded that the Commission Chambers is fine but added the possibility of holding the meetings on weekends for better participation.

Mayor Lee stated that the City wants to reach out to everyone.

CITY MANAGER’S REPORT — ANNOUNCEMENTS

City Manager Huff requested Chris Schmiesing to present an update on economic development at this time.

City Manager Huff presented a Coronavirus statement from the Piqua Health Department, and informed citizens that further information is provided on the City of Piqua website.

COMMISSIONERS’ COMMENTS

COMMISSIONER HINDS

Developmental Development Disabilities Awareness Month, Riverside open house held on Monday. Thank you to Riverside and Miami County Board of Disabilities for those citizens that live and work in our community.

High School Musical — Tarzan — to be presented on March 11, 12, 13 and 14th. Tickets available on website or at the High School.

Bike Piqua membership Social to be held on April 2 at 311 Drafthouse. More information to be provided at a later date.
COMMISSIONER GRISsom

Facebook posts with regard to City of Piqua trash collection employees interaction with neighborhood children.

COMMISSIONER PEARSON

Received 2 calls about pool workshops and encouraging citizens to stay involved.

COMMISSIONER FOGT

Absent

MAYOR LEE

Pool work session, RFQ's and ideas for rejuvenation of pool/splash pad combination
Appreciation for citizens participation in Commission meetings
Coronavirus update
Thank you to Chris Schmiesing for all his hard work with regard to economic development
Piqua High School muscial

ADJOURNMENT

Motion made by Commissioner Grissom to adjourn from the Regular City Commission Meeting at 8:00 p.m. motion seconded by Commissioner Pearson, motion carried unanimously.

______________________________
KRIS LEE, MAYOR

PASSED: ________________________

ATTEST: _________________________
KAREN S. JENKINS
CLERK OF COMMISSION
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.

**City Commissioners Present:**
Mayor Kris Lee  
Commissioner Chris Grissom  
Commissioner Kazy Hinds  
Commissioner Cindy Pearson  
Commissioner Thomas Fogt

**Park Board Present:**
Chair Eddie Harvey  
Lloyd Shoemaker  
Cathy Oda  
Edna Stiefel  
Eric White

The Park Board and Piqua City Commissioners introduced themselves.

**NEW BUSINESS:**
- Municipal Swimming Pool

Park Board Chair Eddie Harvey made an opening statement about the purpose of the meeting and the condition of the pool.

Mayor Lee described the current pool situation. Commissioner Grissom described the fee structure, attendance history, revenue the pool generates, personnel costs, anticipated cost of $3.1 million to replace the existing pool and lifeguard situation.

Public comments included the following:
- Kettering Pool Facility  
- Need to combine with the YMCA  
- Use the existing pool  
- Look for Grants  
- History of the pool fundraising  
- Build a smaller pool with Splash Pad  
- City failure to maintain the pool  
- Obtain examples from other cities  
- Don’t raise taxes  
- Raise taxes through a levy  
- Adjust 1% income tax for more pool funding  
- Fundraising by the Community  
- Build Splash Pad  
- Rehabilitate existing pool or build new pool  
- Add Pool to Parks Master Plan  
- Focus on Piqua and not on other Cities  
- Need to engage a Pool Architect for options

Mayor Lee will work with citizens to get examples of pool options and costs from other Cities.

**ADJOURNMENT**
The meeting adjourned at 8:30 PM.

Kris Lee, Mayor

PASSED: __________________________

ATTEST: ________________________
Karen S. Jenkins  
Clerk of Commission
ORDINANCE NO. 6-20

AN ORDINANCE TO AMEND THE HISTORIC PRESERVATION CODE

WHEREAS, Piqua Code Ordinances Chapter 152 Historic Preservation was adopted by the City Commission in 1992 to preserve, protect, and enhance the distinctive and unique character of the Downtown Historic District; and,

WHEREAS, a proposal to amend Piqua Code Ordinances Chapter 152 Historic Preservation has been presented for consideration; and,

WHEREAS, the amendment to Piqua Code Ordinances Chapter 152 Historic Preservation reassigns the responsibilities for administering the chapter to the Planning Commission and discontinues the existence of the Design Review Board, as further shown on Exhibit ‘A’; and,

WHEREAS, the members of the Design Review Board with unexpired terms will be appointed to fill vacancies on the Planning Commission, as further shown on Exhibit ‘B’; and,

WHEREAS, the Planning Commission after hearing the item and considering the public comments and information provided, recommended the proposed amendments be approved; and

WHEREAS, any amendment to Piqua Code Ordinances Chapter 152 Historic Preservation must be adopted by the Piqua City Commission.

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

SEC. 1: The Piqua City Commission hereby amends Piqua Code Ordinances Chapter 152 Historic Preservation, as further shown on Exhibit ‘A’.

SEC. 2: The Piqua City Commission hereby appoints the members of the Design Review Board with unexpired terms will be appointed to fill vacancies on the Planning Commission, as further shown on Exhibit ‘B’.

SEC. 3: All sections of Piqua Code Ordinances Chapter 152 Historic Preservation not amended herein shall remain in effect as is.

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

________________________________________
KRISE LEE, MAYOR

PASSED: ____________________________

ATTEST: ____________________________

KAREN S. JENKINS
CLERK OF COMMISSION

The Motion to adopt the foregoing Ordinance was offered by ____________________________ and

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
CHAPTER 152: HISTORIC PRESERVATION

Downtown Historic District

152.01 Municipal Historian
152.02 Definitions
152.03 Downtown District Design Review Board; duties
152.04 Application for certificate of appropriateness
152.05 Certificate of appropriateness
152.06 Appeal; re-application
152.07 Exclusions
152.08 Enforcement
152.09 Penalty

152.01 Definitions
152.02 Municipal Historian
152.03 Planning Commission Duties Pertaining to the Historic District
152.04 Certificates of Appropriateness
152.05 Certificate of Appropriateness Procedures
152.06 Requirements for Certificates of Appropriateness
152.07 Appeal, Re-Application
152.08 Exclusions
152.09 Enforcement
152.99 Penalty

DOWNTOWN HISTORICAL DISTRICT

§ 152.01 MUNICIPAL HISTORIAN.

There is established and created the office of Municipal Historian, which shall be filled by appointment of the City Commission for an indefinite term. The functions and duties of the Municipal Historian shall include the following:
Exhibit A

—(A) Serving as a curator in identify and help preserve the city's historical artifacts.
—(B) Serving as an archivist to identify and help preserve the city's historical documents and records.
—(C) Providing historical reference and research service.
—(D) Serving as an historical consultant for community projects.
—(E) Assisting in recording and promoting the city's historical heritage.
—(F) Providing other services appropriate to the preservation and understanding of municipal history.

('97 Code, § 33.40) (Ord. 9-92, passed 3-2-92)

§ 452.02 152.01 DEFINITIONS.

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

APPLICANT. Any person, association, partnership, corporation or other legal entity which applies for a Certificate of Appropriateness in order to undertake any change with regard to property within the Downtown Historic District.

BOARD. The Downtown District Design Review Board.

CHANGE. Any demolition, construction, reconstruction, or restoration of the exterior of a building, placement of new landscaping; erection of new signs; as well as any material alteration in landscaping, signage, exterior color, or external architectural features of any property within the district.

COMMISSION. The Planning Commission.

DISTRICT or PIQUA DOWNTOWN HISTORIC DISTRICT. The geographic area shown on the map which is attached to Ordinance No. 7-16 as Figure 1, as the same presently exists or may be subsequently amended by ordinance.

LANDSCAPING. The design and arrangement of natural scenery; including trees, flowers, shrubs, and grass, or of non-living materials or objects, over a tract of land, taking into account the use to which the land is to be put.

MEMBER. Any member of the Downtown District Design Review Board, Planning Commission.

OWNER. The record owner or owners of real property located in the District.

SIGN or SIGNAGE. Any advertising sign, billboard or board, device or structure or part thereof, or device, attached thereon, or painted or represented thereon, used for advertising, display, or publicity purposes, except signs placed or erected by governmental agencies for the purpose of showing street names or traffic directions or regulations for other governmental purposes.
§ 152.02 MUNICIPAL HISTORIAN.

There is established and created the office of Municipal Historian, which shall be filled by appointment of the City Commission for an indefinite term. The functions and duties of the Municipal Historian shall include the following.

(A) Serving as a curator to identify and help preserve the city’s historical artifacts.

(B) Serving as an archivist to identify and help preserve the city’s historical documents and records.

(C) Providing historical reference and research service.

(D) Serving as an historical consultant for community projects.

(E) Assisting in recording and promoting the city’s historical heritage.

(F) Providing other services appropriate to the preservation and understanding of municipal history.

§ 152.03 DOWNTOWN DISTRICT DESIGN REVIEW BOARD; DUTIES. PLANNING COMMISSION DUTIES PERTAINING TO THE HISTORIC DISTRICT.

(A) The Board shall consist of five members who shall be residents of the city, appointed by the City Commission for a term of three years, except that the initial appointment of two of its members shall be for two years. A quorum shall consist of a majority of its members. The Board may adopt its own rules of procedure consistent with this code.

(B) In accordance with this code, the Board Commission shall act to accomplish the following purposes.

(4)(A) Preserve, protect, and enhance the distinctive and unique character of the District, recognized by its inclusion on the National Register of Historic Places, and foster the harmonious and compatible external appearance of the properties within the District.

(2)(B) Prevent the irreplaceable loss to the people of the city of the aesthetic, cultural and historic values represented by the properties within the District.

(3)(C) Stabilize and improve property values within the District.

(4)(D) Foster civic pride in the beauty and accomplishment of the past.
Exhibit A

(5) (E) Enhance the city's attraction as a desirable place in which to live, thereby providing an incentive for new businesses and industries to remain in and around the city.

(6) (F) Encourage the use of the District for the education, pleasure and welfare of the people.

(G) Encourage property owners and others within the District to initiate appropriate changes which will enhance the significance of the District.

(H) Contract, as needed, technical experts and such other persons as may be required, within the funds available for this purpose.

(I) Receive, spend and account for funds which it may legally receive for the purpose of carrying out the provisions of this subchapter.

(J) Perform any other functions necessary and proper to carry out the duties enumerated in this section, or any other functions which may be designated to it by resolution or motion of the City Commission.

§ 152.04 CERTIFICATES OF APPROPRIATENESS.

A Certificate of Appropriateness shall be required before any change, as defined in §152.02, may be instituted within the District. A Certificate of Appropriateness shall remain valid for one (1) year. Construction of the change shall be completed before the expiration of the issued Certificate of Appropriateness.

(97 Code, § 33.43) (Ord. 49-96, passed 12-2-96) Penalty, see § 152.99

§ 152.05 CERTIFICATE OF APPROPRIATENESS PROCEDURES

(C) As its duties the Board Commission shall do as follows.

The Planning Commission shall be responsible for the consideration and issuance of Certificates of Appropriateness, and shall follow the following procedures.

(1) Review and approve or deny all applications for Certificates of Appropriateness promptly, but in any event within 30 days of the date such an application is filed, unless:

(a) The Board Commission makes a formal determination that an additional 30 days is required, in which case, in the absence of a further extension of time pursuant to division (C)(1)(b), the approval or denial must be made within 60 days of the date the applications if filed; or

(b) The applicant agrees in writing to allow the Board Commission an extension of time beyond the 60-day period specified above, in which case the Board Commission must approve or deny the application within the agreed upon time.
— (2) Be deemed to have approved any application which it has not approved or
denied with the applicable time period specified herein;

— (3) Promptly notify the applicant of any extension of time determined by the Board
pursuant to this section. Provided however, that failure of such notice shall not
invalidate any aspect, final decision or final determination by the Board with respect to
said application.

(4) (2) Consider an applications for a Certificate of Appropriateness in
accordance with the policies and procedures adopted by the Commission, only after
notice of meeting to consider such application has been posted by the Board, or by the
City Engineer in a prominent place in the City Hall (designated by the Board) no less
than ten days prior to the Board meeting at which said application is to be
considered. Such notice of the meeting shall include the name of applicant, the address
of the property involved in the proposed change, briefly stating the nature of the
proposed change, and the date, time and place of the scheduled meeting. At the time
of such meeting, the Board shall provide an opportunity for comment by any party or
said party’s agent appearing at said meeting. Such comment may be oral or
written. Comments received by the Board at such meeting shall be considered by the
Boards.

(5) (3) Promptly aAfter a final determination has been made by the Commission,
making a final determination with respect to an application for Certificate of
Appropriateness, the applicant shall be provided with written notice of the status of
the request for a Certificate of Appropriateness thereof together with the reasons
therefor to the applicant by sending a copy of the same by U.S. Mail, postage prepaid
to the applicant at the address specified for such purpose in the application. A copy of
such formal determination together with the reasons therefore shall promptly be
delivered to the City Engineer, the County Building Inspector, and shall also be posted
in a prominent place in the City Hall (designated by the Board).

(6) Work for increased public awareness of the significance of the District.

— (7) Encourage property owners and others within the District to initiate appropriate
changes which will enhance the significance of the District.

— (8) Contract, as needed, technical experts and such other persons as may be
required, within the funds available for this purpose.

— (9) Receive, spend and account for funds which it may legally receive from any
and every source, whether or not in the State of Ohio, for the purpose of carrying out
the provisions of this subchapter.

— (10) Keep minutes and records of all meetings and proceedings including records
of voting, attendance, resolutions, findings, determinations and decisions with all such
material being a matter of public record.

— (11) Perform any other functions necessary and proper to carry out the duties
enumerated in this section.
(12) Perform any other functions which may be designated to it by resolution or motion of the City Commission.

('97 Code, § 33.41) (Ord. 49-96, passed 12-2-96; Am. Ord. 29-99, passed 10-4-99; Am. Ord. 17-02, passed 7-1-02)

§ 152.04 152.06 APPLICATION REQUIREMENTS FOR CERTIFICATES OF APPROPRIATENESS.

The procedural and the substantive requirements for the issuance of a Certificate of Appropriateness shall be as follows:

(A) All Applications for a Certificate of Appropriateness shall be filed with the clerk of the Commission the City Engineer. An application shall be deemed filed on the date received by the City Engineer, who shall clearly indicate the date of receipt upon said application. Upon receipt of an application for a certificate of appropriateness the City Engineer shall promptly forward it to the secretary of the Board. All applications shall be in writing and shall include such descriptions, plans, specifications and other information as may be requested by the Commission. Failure to provide such written information as may be requested by the Board Commission shall be a proper basis and reason for the denial of a Certificate of Appropriateness.

(B) To guide an applicant through the rehabilitation process, the city Rehabilitation of Historic Building Design standards which were prepared in accordance with the following ten standards, as developed by the United States Secretary of the Interior, will provide the initial direction. The standards for rehabilitation are as follows.

(1) Every reasonable effort shall be made to provide a compatible use for a property which requires minimal alteration of the building, structure or site and its environment, or to use a property for its originally intended purpose.

(2) The distinguishing original qualities or character of a building, structure or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features should be avoided when possible.

(3) All buildings, structures and sites shall be recognized as products of their own time. Alterations that have no historical basis and which seek to create an earlier appearance shall be discouraged.

(4) Changes which may have taken place in the course of time are evidence of the history and development of a building, structure, or site and its environment. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.

(5) Distinctive stylistic features or examples of skilled craftsmanship which characterize a building, structure or site shall be preserved.

(6) Deteriorated architectural features shall be repaired rather than replaced wherever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture and other visual
qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historic, physical evidence rather than on conjectural designs or the availability of different architectural elements from other buildings or structures.

(7) The surface cleaning of structures shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building materials shall not be undertaken.

(8) Every reasonable effort shall be made to protect and preserve significant archaeological resources. If the resource must be disturbed, mitigation measures shall be undertaken.

(9) Contemporary design for alterations and additions to existing properties shall not be discouraged when such alterations and additions do not destroy significant historical, architectural or cultural material and such design is compatible with the size, scale, color, material and character of the property, neighborhood or environment.

(10) Whenever possible, new additions or alterations to structures shall be done in such a manner that if such additions or alterations were to be removed in the future, the essential form and integrity of the structure would be unimpaired.

(C) The United States Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating of Historic Buildings (Revised 1983), and any subsequent reviews will be available to an applicant at the City Engineer's office.

(‘97 Code, § 33.42) (Ord. 49-96, passed 12-2-96; Am. Ord. 29-99, passed 10-4-99; Am. Ord. 17-02, passed 7-1-02) Penalty, see § 152.99

§ 152.05 CERTIFICATE OF APPROPRIATENESS.

A certificate of appropriateness shall be required before any change, as defined in § 152.02, may be instituted within the District, whether or not the change requires a building permit. No building permit shall be issued without the prior issuance of a certificate of appropriateness. No change shall be instituted or made within the District except in strict conformity with the plans and application approved by the Board in its approval and issuance of the certificate of appropriateness. A certificate of appropriateness issued for a particular change shall be effective only for that change and only for a period of one year from and after the date of its issuance by the Board. Upon expiration of a certificate of appropriateness, no further or continued change shall be authorized by the certificate. Further or continued change shall be authorized only after the issuance of a new certificate of appropriateness with respect to the change. See § 152.99

(‘97 Code, § 33.43) (Ord. 49-96, passed 12-2-96) Penalty, see § 152.99

§ 152.06 APPEAL, RE-APPLICATION.

(A) Any final determination of the Board Commission made in approving or denying an application for Certificate of Appropriateness and any decision of the City Engineer enforcing official made in the enforcement of provisions of this subchapter may be
appealed to the Board of Zoning Appeals by any person claiming to be adversely affected, provided however, that the appeal must be made within thirty (30) days of Commission’s determination. After receipt of notice or posting of a final determination of decision, whichever last occurs.

(B) An applicant may file as many re-applications for a Certificate of Appropriateness with regard to a particular change as the applicant desires.

(‘97 Code, § 33.44) (Ord. 49-96, passed 12-2-96)

§ 452.07 152.08 EXCLUSIONS.

(A) Ordinary maintenance or repair. Nothing in this chapter shall be considered to prevent the ordinary maintenance or repair of any property which does not involve a change in design, material, color, signage or outer appearance.

(B) Unsafe or dangerous conditions. Nothing in this chapter shall be construed to prevent any change which the City Engineer (enforcing official) determines to be required for public safety because of an unsafe or dangerous condition.

(C) Churches—Place of Worship. This chapter Certificates of Appropriateness shall not be required of any property that is used as a public place for worship. apply to any property which is at the time of enactment of this chapter, owned by a church, and used as either a place of public worship or a residence of the church’s clergy.

(D) Private residences. This chapter shall not apply to owner-occupied residential property, where any private property which is occupied by the owner’s solely as his or her private residence and no portion of which is used for commercial or rental purposes.

(E) Interior arrangements. Nothing in this chapter shall apply to interior arrangements.

(‘97 Code, § 33.45) (Ord. 49-96, passed 12-2-96; Am. Ord. 29-99, passed 10-4-99; Am. Ord. 17-02, passed 7-1-02)

§ 452.08 152.09 ENFORCEMENT.

The Code Enforcement Officer City Manager or his designee is designated and authorized to enforce the provisions of this chapter to prevent, correct or abate unlawful change.

(‘97 Code, § 33.46)

§ 152.99 PENALTY.

Any owner, owners, individual, individuals, association, partnership, corporation or other legal entity which makes a change within the District without first obtaining a certificate of appropriateness, or, having obtained a certificate of appropriateness, makes any change deviating from the plans and application approved by the Board in its approval and issuance of the certificate of appropriateness, shall be fined not more
Exhibit A

than $500 and the costs of prosecution. Each day during which a violation continues shall constitute a separate offense.

(Ord. 49-96, passed 12-2-96)
Exhibit B - Members of the DDDR B with unexpired terms move to the Planning Commission for the remainder of their time.

<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>DRB</td>
<td>Jim Oda</td>
<td>PC</td>
<td>Jim Oda</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DRB</td>
<td>Ann DeBrosse Comer</td>
<td>X</td>
<td>PC</td>
<td>Joe Wilson</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DRB</td>
<td>Michael Sloan</td>
<td>X</td>
<td>PC</td>
<td>Gary Koenig</td>
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<tr>
<td>DRB</td>
<td>Brad Bup</td>
<td>PC</td>
<td>Brad Bup</td>
<td>X</td>
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<td></td>
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<tr>
<td>DRB</td>
<td>Brenda Vetter</td>
<td>X</td>
<td>PC</td>
<td>TBD</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>MEETING DATE</td>
<td>April 7, 2020</td>
<td></td>
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<tr>
<td>REPORT TITLE</td>
<td>AN ORDINANCE TO AMEND THE HISTORIC PRESERVATION CODE</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>SUBMITTED BY</td>
<td>Chris Schmiesing, Community and Economic Development Director</td>
<td></td>
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<tr>
<td></td>
<td>Development Department</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AGENDA CLASSIFICATION</td>
<td>☑Ordinance</td>
<td>☐Resolution</td>
<td>☐Regular</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>APPROVALS/REVIEWS</td>
<td>☑City Manager</td>
<td>☐Asst. City Manager/Finance</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>☑Development Director</td>
<td>☑Planning Commission</td>
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</tr>
<tr>
<td>BACKGROUND</td>
<td>Consolidation of the Design Review Board into the Planning Commission will establish one 5 member body – as opposed to two separate 5 member bodies – and provide a fully integrated application of land use and historic preservation standards.</td>
<td></td>
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<tr>
<td>(Description, background, justification)</td>
<td>Having two bodies with jurisdiction over common areas of interest creates unnecessary inconveniences and inefficiencies for applicants. Consolidating the two bodies into one will remove overlapping review efforts and ensure a clear and consistent application of development standards. Design Review Board members with unexpired terms will be reassigned to the Planning Commission and members with expiring terms will be encouraged to apply for other vacancies on the Planning Commission and Board of Zoning Appeals.</td>
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<tr>
<td></td>
<td>Both the DDRB and Planning Commission have considered this proposal and responded with a unanimous vote in support of the proposed consolidation of the two bodies as described. It was agreed that proposed modifications will better serve and benefit community interests.</td>
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</tr>
<tr>
<td>BUDGET/FINANCIAL IMPACT</td>
<td>Budgeted $: $0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Project costs and funding sources)</td>
<td>Expenditure $: $0</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Source of Funds: NA</td>
<td></td>
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<tr>
<td></td>
<td>Narrative: Approving the ordinance will allow a code update to the Historic Preservation chapter which will effectively reassign historic preservation responsibilities to the Planning Commission.</td>
<td></td>
<td></td>
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<tr>
<td>OPTIONS</td>
<td>1. Pass the ordinance to authorize the text change</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Include deny /approval option)</td>
<td>2. Deny the ordinance to reject the text change</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>PROJECT TIMELINE</td>
<td>April 7, 2020 – Ordinance 1st Reading</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>April 21, 2019 – Ordinance 2nd Reading*</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>May 5, 2020 – Ordinance 3rd Reading*</td>
<td></td>
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</tr>
<tr>
<td>STAFF RECOMMENDATION</td>
<td>Approve the proposed ordinance to improve efficiency and effectiveness of delivery of services affecting the interest of the community and downtown building owners and businesses.</td>
<td></td>
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</tr>
<tr>
<td>ATTACHMENTS</td>
<td>Ordinance, Exhibit A, Exhibit B</td>
<td></td>
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</tr>
</tbody>
</table>
RESOLUTION NO. R-46-20

A RESOLUTION AUTHORIZING THE SALE OF CITY OWNED REAL ESTATE
LOCATED AT 439 S. MAIN STREET

WHEREAS, the City of Piqua owns Inlot 8876 located at 439 S. Main Street, Piqua, Miami County, Ohio, as further shown in Exhibit “A” attached hereto; and,

WHEREAS, Hemm Properties LLC has expressed an interest in reinvesting in the neighborhood and desires to purchase the property; and,

WHEREAS, improvements that once existed at this location were previously demolished to the building foundation and the buyer has agreed to demolish the remaining foundation and grade and restore the lot upon acquisition; and

WHEREAS, the city and prospective buyer have determined and agreed upon the fair market value for the property; and,

WHEREAS, the City Manager has determined that the sale would facilitate reinvestment in the subject neighborhood and therefore be in the best interest of the city; and,

WHEREAS, the Piqua Code of Ordinances section 34.36 requires this Commission to pass a resolution authorizing the sale of the property.

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 sell to Hemm Properties LLC for the amount of Twelve Thousand Six-Hundred and 00/100 Dollars ($12,600.00) Inlot 8876 located at 439 S. Main Street, Piqua, Miami County, Ohio, as further shown in Exhibit “A” attached hereto.

SEC. 2: For the reasons indicated herein, the sale of the land does not need to be bid as it is being sold to a nonprofit corporation and as permitted by Piqua Municipal Code §34.36(C).

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 Hinds ________ Commissioner Cindy Pearson ________
Commissioner Thomas Fogt ________ Commissioner Chris Grissom ________
<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>April 7, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A RESOLUTION AUTHORIZING THE SALE OF CITY OWNED REAL ESTATE LOCATED AT 439 S. MAIN STREET</td>
</tr>
<tr>
<td>SUBMITTED BY</td>
<td>Chris Schmiesing, Community and Economic Development Director Development Department</td>
</tr>
<tr>
<td>AGENDA CLASSIFICATION</td>
<td>□ Consent</td>
</tr>
<tr>
<td>APPROVALS/REVIEWS</td>
<td>☑ City Manager</td>
</tr>
<tr>
<td></td>
<td>☑ Development Director</td>
</tr>
<tr>
<td>BACKGROUND (Description, background, justification)</td>
<td>The subject property is currently a vacant lot that was once occupied by a residential structure. The improvements were previously demolished and all that remains is a building foundation. The property is of no use to the City of Piqua. The perspective buyer has an interest in reinvesting in the neighborhood and has agreed to demolish the remaining foundation and grade and restore the lot upon acquisition. Upon taking possession the buyer will be responsible for the maintenance of the subject property.</td>
</tr>
<tr>
<td>BUDGET/FINANCIAL IMPACT (Project costs and funding sources)</td>
<td>Budgeted $: 0</td>
</tr>
<tr>
<td></td>
<td>Expenditure $: Nominal expenses associated with closing/transfer of the deed</td>
</tr>
<tr>
<td></td>
<td>Source of Funds: Development Department</td>
</tr>
<tr>
<td></td>
<td>Narrative: Approving the resolution will allow for the transfer of the property and facilitate reinvestment in the subject neighborhood.</td>
</tr>
<tr>
<td>OPTIONS (Include deny/approval option)</td>
<td>1. Pass the resolution to authorize the transfer of the property.</td>
</tr>
<tr>
<td></td>
<td>2. Deny the resolution to reject the transfer of the property.</td>
</tr>
<tr>
<td>PROJECT TIMELINE</td>
<td>April 7, 2020 – Resolution</td>
</tr>
<tr>
<td>STAFF RECOMMENDATION</td>
<td>Approve the proposed resolution</td>
</tr>
<tr>
<td>ATTACHMENTS</td>
<td>Resolution and Exhibit</td>
</tr>
</tbody>
</table>
RESOLUTION NO. R-47-20

A RESOLUTION AWARDING A CONTRACT
TO A TO Z PROPERTY MAINTENANCE LLC
FOR THE SIDEWALK ADA COMPLIANCE
PROGRAM

WHEREAS, on January 7, 2020, this Commission passed Resolution No. R-9-20 authorizing the City Purchasing Analyst to advertise for bids, according to law, for the Sidewalk ADA Compliance Program; and

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

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

SEC. 1: A contract is hereby approved with A to Z Property Maintenance LLC as the lowest, responsible bidder for the Sidewalk ADA Compliance Program and the City Manager is hereby authorized to execute a contract with said bidder pursuant to contract specifications.

SEC. 2: The Finance Director certifies that funds are available and is hereby authorized to draw her warrants from time to time on the appropriate account of the city treasury in payment according to contract terms, not exceeding a total of $80,000.

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
EXHIBIT A

CITY OF PIQUA

2020 SIDEWALK ADA COMPLIANCE PROGRAM

DEADLINE: 3/3/2020 at 10:00AM

BID TABULATION

<table>
<thead>
<tr>
<th>Business Name</th>
<th>Bid Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>A to Z Property Maint. LLC</td>
<td>$72,448.50</td>
</tr>
<tr>
<td>L.J. DeWeese Co., Inc.</td>
<td>$73,873.00</td>
</tr>
<tr>
<td>Coyote concrete and excavation</td>
<td>$81,003.00</td>
</tr>
<tr>
<td>Grissom Construction, LLC</td>
<td>$83,637.00</td>
</tr>
<tr>
<td>Arcon Builders, Ltd.</td>
<td>$101,984.50</td>
</tr>
<tr>
<td>America's Decorative Concrete</td>
<td>$106,837.00</td>
</tr>
</tbody>
</table>
## Commission Agenda
### Staff Report

<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>April 7, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A Resolution awarding a contract to A to Z Property Maintenance LLC for the Sidewalk ADA Compliance Program.</td>
</tr>
</tbody>
</table>
| SUBMITTED BY | Name & Title: Amy L. Havenar, P.E., City Engineer  
Department: Engineering |
| AGENDA CLASSIFICATION |  
☑️ Consent  
☐ Ordinance  
☒ Resolution  
☐ Regular |
| APPROVALS/REVIEWS |  
☒ City Manager  
☐ Asst. City Manager/Development  
☐ Department Director  
☐ Asst. City Manager/Finance  
☐ Law Director  
☐ Other: |
| BACKGROUND | On March 3, 2020, 6 bids were received for the Sidewalk ADA Compliance Program (see attached Exhibit A). In general, the work will consist of the installation of 36 ADA compliant handicap ramps at intersections along the streets to be resurfaced as a part of the 2020 Street Resurfacing Program. The work will also include the replacement of 4 catch basins within the paving limits. |
| BUDGETING AND FINANCIAL IMPACT |  
Budgeted $: $775,000 (for both Street Resurfacing & ADA Compliance Projects)  
Expenditure $: $80,000 (includes 10% contingency)  
Source of Funds: Street Dept. (101 Fund), Street Income Tax (103 Fund), and Stormwater Fund  
Narrative: This resolution includes a contingency for items of work which may be required which are not included in the original plans and specifications. |
| OPTIONS | 1. Approve the resolution and complete our 2020 Sidewalk ADA Compliance Program.  
2. Do not approve the resolution and do not complete the handicap ramp installation and ultimately, do not complete the 2020 Street Resurfacing Program. |
<p>| PROJECT TIMELINE | The work will begin as soon as possible and has a completion date of June 12, 2020. |
| STAFF RECOMMENDATION | Approve the resolution to allow for the completion of the Sidewalk ADA Compliance Program |</p>
<table>
<thead>
<tr>
<th>REASON FOR SELECTING CONSULTANT/COMPANY</th>
<th>Lowest bidder following the public bidding process.</th>
</tr>
</thead>
<tbody>
<tr>
<td>ATTACHMENTS</td>
<td>Bid Tabulation (Exhibit A)</td>
</tr>
</tbody>
</table>
RESOLUTION NO. R-48-20

A RESOLUTION AWARDING A CONTRACT TO
BARRETT PAVING MATERIALS, INC. FOR THE
2020 STREET RESURFACING PROGRAM

WHEREAS, on January 7, 2020, this Commission passed Resolution No.
R-9-20 authorizing the City Purchasing Analyst to advertise for bids, according to law, for
the 2020 Street Resurfacing Program; and

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

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

SEC. 1: A contract is hereby approved with Barrett Paving Materials, Inc.
as the lowest, responsible bidder for the 2020 Street Resurfacing Program and the City
Manager is hereby authorized to execute a contract with said bidder pursuant to contract
specifications.

SEC. 2: The Finance Director certifies that funds are available and is
hereby authorized to draw her warrants from time to time on the appropriate account of
the city treasury in payment according to contract terms, not exceeding a total of
$670,000.

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

____________________
____________________
____________________
____________________
____________________
EXHIBIT A

CITY OF PIQUA

2020 STREET RESURFACING PROGRAM

DEADLINE: 3/3/2020 at 10:00AM

BID TABULATION

<table>
<thead>
<tr>
<th>Business</th>
<th>Bid Total</th>
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</thead>
<tbody>
<tr>
<td>Barrett Paving Materials, Inc</td>
<td>$608,999.20</td>
</tr>
<tr>
<td>Walls Bros. Asphalt Co.</td>
<td>$617,419.25</td>
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<tr>
<td>Pinnacle Paving</td>
<td>$731,867.51</td>
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</tbody>
</table>
EXHIBIT B

20-01 Resurfacing Proposed Streets

20-01 Resurfacing Proposed Streets
### Commission Agenda
Staff Report

<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>April 7, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A Resolution awarding a contract to Barrett Paving Materials, Inc. for the 2020 Street Resurfacing Program.</td>
</tr>
</tbody>
</table>
| SUBMITTED BY | Name & Title: Amy L. Havenar, City Engineer  
Department: Engineering |
| AGENDA CLASSIFICATION | ☑ Consent  
☐ Ordinance  
☒ Resolution  
☐ Regular |
| APPROVALS/REVIEWS | ☑ City Manager  
☐ Asst. City Manager/Finance  
☐ Asst. City Manager/Development  
☐ Law Director  
☐ Department Director  
☐ Other: |
| BACKGROUND | On March 3, 2020, three bids were received for the 2020 Street Resurfacing Program (see attached Exhibit A).  
The streets in this year’s paving program are shown on the attached map (Exhibit B).  
The resurfacing project will consist of the necessary roadway base repairs and the overlaying of the roadway with a new asphalt surface. The project will also include the placement of all new pavement markings within the project limits.  
The streets are selected based off of the following criteria:  
- volume of traffic  
- how many streets in an area need resurfaced  
- the condition of the streets - can it just be patched, is it past a resurface and does it need base work (reconstruction)  
- are there utility upgrades that are needed prior to resurfacing—this needs to be coordinated ahead of time with Underground utilities, Vectren, etc. so they can complete this work first  
- how the streets hold up over the winter |
| BUDGETING AND FINANCIAL IMPACT | Budgeted $: $775,000 (for both Street Resurfacing & ADA Compliance Projects)  
Expenditure $: $670,000 (includes 10% contingency)  
Source of Funds: Street Dept. (101 Fund), Street Income Tax (103 Fund), Water, Wastewater & Stormwater Funds.  
Narrative: This resolution includes a 10% contingency for items of work which may be required which are not included in the original plans and specifications. |
<table>
<thead>
<tr>
<th>OPTIONS</th>
<th>1. Approve the resolution and complete the 2020 Street Resurfacing Program.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2. Do not approve the resolution and do not complete street resurfacing this year.</td>
</tr>
<tr>
<td>PROJECT TIMELINE</td>
<td>It is anticipated that the street resurfacing will begin late June/early July. The Contractor is required to wait until all of the ADA Ramps have been installed before they can begin the paving operations.</td>
</tr>
<tr>
<td>STAFF RECOMMENDATION</td>
<td>Approve the resolution to allow for the completion of the 2020 Street Resurfacing Program.</td>
</tr>
<tr>
<td>REASON FOR SELECTING CONSULTANT/COMPANY</td>
<td>Lowest bidder following the public bidding process.</td>
</tr>
<tr>
<td>ATTACHMENTS</td>
<td>Bid Tabulation (Exhibit A), Resurfacing Map (Exhibit B)</td>
</tr>
</tbody>
</table>
RESOLUTION NO. R-49-20

A RESOLUTION AUTHORIZING PRELIMINARY CONSENT LEGISLATION WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR TRAFFIC SIGNAL AND PEDESTRIAN IMPROVEMENTS ON E. ASH STREET FROM SCOTT DRIVE TO KIENLE DRIVE

WHEREAS, the Ohio Department of Transportation requests preliminary legislation to complete the programming of a project located within the City of Piqua.

SEC. 1: Project Description
WHEREAS, the State has identified the need for the described project:

Traffic signal and pedestrian improvements on E. Ash Street from Scott Drive to Kienle Drive in the City of Piqua, Miami County. Said project is further identified as MIA-US36-11.56.

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. 2: Consent Statement
Being in the public interest, the City of Piqua (CITY) gives consent to the Director of Transportation to complete the above-described project.

SEC. 3: Cooperation Statement
The CITY shall cooperate with the Director of Transportation in the above-described project as follows:

The CITY agrees to participate in the cost of the project.

The CITY agrees to pay One-Hundred percent (100%) of those features requested by the CITY which are determined by the State and Federal Highway Administration to be unnecessary for the Project.

The CITY further agrees that change orders and extra work contracts required to fulfill the construction contracts shall be processed as needed. The State shall not approve a change order or extra work contract until it first gives notice, in writing, to the CITY. The CITY shall contribute its share of the cost of these items in accordance with other sections herein.

The CITY further agrees to pay 100% of the cost to install and/or repair curb ramps at all necessary intersections to ensure compliance with the Americans with Disabilities Act.

SEC. 4: Utilities and Right-Of-Way Statement
The CITY agrees that all right-of-way (if applicable) required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The CITY also understands that right-of-way costs include eligible utility costs.

The CITY agrees that all utility accommodation, relocation and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.
SEC. 5: Maintenance
Upon completion of the Project, and unless otherwise agreed, the CITY shall:
(1) provide adequate maintenance for the Project in accordance with all applicable
state and federal law, including, but not limited to, Title 23, U.S.C. Section 116; (2)
provide ample financial provisions, as necessary, for the maintenance of the Project;
(3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-
of-way inviolate for public highway purposes.

SEC. 6: Authority to Sign
The City Manager of the City of Piqua is hereby empowered on behalf of the
City of Piqua to enter into contracts with the Director of Transportation which is
necessary to complete the above-described project.

Upon request of ODOT, the City Manager of the City of Piqua is also
empowered to assign all rights, title, and interests of the City of Piqua to ODOT
arising from any agreement with its consultant in order to allow ODOT to direct
additional or corrective work, recover damages due to errors or omissions, and to
exercise all other contractual rights and remedies afforded by law or equity.

The CITY agrees that if Federal Funds are used to pay the cost of any
consultant contract, the CITY shall comply with 23 CFR 172 in the selection of its
consultant and administration of the consultant contract. Further the CITY agrees to
incorporate ODOT’s “Specifications for Consulting Services” as a contract document
in all of its consultant contracts. The CITY agrees to require, as a scope of services
clause, that all plans prepared by the consultant must conform to ODOT’s current
design standards and that the consultant shall be responsible for ongoing consultant
involvement during the construction phase of the Project. The CITY agrees to
include a completion schedule acceptable to ODOT and to assist ODOT in rating the
consultant’s performance through ODOT’s Consultant Evaluation System.

SEC. 7: 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
LPA FEDERAL ODOT-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the City of Piqua, 201 West Water Street, Piqua, Ohio 45356 hereinafter referred to as the LPA.

1. PURPOSE

1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA’s Federal funding programs.

1.2 Section 5501.03 (D) of the Ohio Revised Code (hereinafter referred to as ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.

1.3 The PID 112504 — MIA-US36-11.56 (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.

1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities of ODOT and the LPA for administration of the PROJECT.

2. LEGAL REFERENCES AND COMPLIANCE

2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:

A. FEDERAL

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 23 CFR 172 "Administration of Engineering and Design Related Design Related Service Contracts"
- 23 CFR 630.106 – Authorization to Proceed
- 23 CFR 636.116 - Organizational Conflict of Interest Requirements for Design-Build Projects
- 23 CFR 645 - Utilities
- 48 CFR Part 31 – Federal Acquisition Regulations
- 49 CFR PART 26 - Participation by Disadvantaged Business Enterprises “DBE” in Department of Transportation Financial Assistance Programs
- 23 USC 112 "Letting of Contracts"
- 40 USC Subtitle I, Chapter 11, Sections 1101-1104, the "Brooks Act."—“Selection of Architects and Engineers"
- Federal Funding Accountability and Transparency Act (FFATA)
B. STATE
  • ORC 153.65 through 153.71
  • ORC 5501.03(D)
  • OAC 4733-35-05

C. ODOT
  • ODOT’s Manual for Administration of Contracts for Professional Services
  • ODOT’s Specifications for Consulting Services – 2016 Edition
  • ODOT’s Consultant Prequalification Requirements and Procedures
  • State of Ohio Department of Transportation Construction and Material Specifications Manual
  • State of Ohio Department of Transportation Construction Administration Manual of Procedures

2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

3. FUNDING AND PAYMENT

3.1 The total cost for the PROJECT is estimated to be $218,106.24 as set forth in Attachment 1. ODOT shall provide to the LPA 100 percent of the eligible costs, up to a maximum of $203,278 in Federal funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with development of the PROJECT.

3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100 percent Locally-funded work, and all cost overruns and contractor claims in excess of the maximum(s) indicated in 3.1 above.

[§§3.3 – 3.7 are only applicable if federal funds are used in Preliminary Engineering or Right-of-Way]

3.3 All funding from ODOT under this Agreement operates on a reimbursement basis. The LPA shall review and/or approve all contractor/consultant (hereinafter “Contractor”) invoices for materials, equipment and labor prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT.

3.4 The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for reimbursement of the state share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.

3.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA’s Contractor the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor’s invoice from the LPA.

3.6 The LPA shall certify in writing that the PROJECT was developed and delivered in compliance with the terms, conditions and requirements of the PROJECT Agreement with his/her Professional
Engineer's seal and signature. The LPA shall then provide the final report to the ODOT District within 6 months of the physical completion date of the PROJECT so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the District prior to the end of the 6 months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, then this process must be repeated until the PROJECT is completed. Failure to follow this process may result in the immediate close-out of the PROJECT and loss of further funding.

3.7 Payment or reimbursement to the LPA shall be submitted to:

<table>
<thead>
<tr>
<th>City of Piqua</th>
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</thead>
<tbody>
<tr>
<td>201 West Water Street</td>
</tr>
<tr>
<td>Piqua, OH 45356</td>
</tr>
</tbody>
</table>

4. PROJECT DEVELOPMENT

4.1 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.

4.2 Project Development shall follow ODOT's Project Development Process and all ODOT standards for environmental evaluations, design, plan preparation, right of way acquisition, utility relocation and other processes as set out in the Department's Design Reference Resource Center, available on ODOT's website (www.dot.state.oh.us/drcc/Pages/default.aspx). Responsibilities for development of the PROJECT shall be as follows and further described herein:

<table>
<thead>
<tr>
<th>LPA ODOT Let Project Responsibility Assignments</th>
</tr>
</thead>
<tbody>
<tr>
<td>PDP Phase</td>
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<tr>
<td>-----------</td>
</tr>
<tr>
<td>Planning</td>
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<tr>
<td>Preliminary Engineering</td>
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<tr>
<td>Environmental Engineering</td>
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<td></td>
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<td></td>
</tr>
</tbody>
</table>

Revision Date April 1, 2019
<table>
<thead>
<tr>
<th>Final Engineering &amp; R/W</th>
<th>Cost Estimates</th>
<th>X</th>
<th>LPA/Consultant shall prepare in Estimator format.</th>
</tr>
</thead>
<tbody>
<tr>
<td>NEPA</td>
<td>X</td>
<td></td>
<td>ODOT will coordinate NEPA approval. Refer to Section 4.7 for Environmental Responsibilities.</td>
</tr>
<tr>
<td>Permits</td>
<td>X</td>
<td></td>
<td>ODOT will obtain permits needed to construct the PROJECT.</td>
</tr>
<tr>
<td>R/W Plans</td>
<td>X</td>
<td></td>
<td>ODOT to review all plans and documents and provide comments.</td>
</tr>
<tr>
<td>Public/Stakeholder Involvement</td>
<td>X</td>
<td></td>
<td>ODOT to review all PI plans and materials and provide comments.</td>
</tr>
<tr>
<td>R/W Acquisition &amp; Relocation</td>
<td>X</td>
<td></td>
<td>Refer to Section 6 for detailed requirements.</td>
</tr>
<tr>
<td>Utility Relocation</td>
<td>X</td>
<td></td>
<td>Refer to Section 6.6 for additional details.</td>
</tr>
<tr>
<td>Railroad Coordination and Agreements</td>
<td>X</td>
<td></td>
<td>Refer to Section 6.8 for additional details.</td>
</tr>
<tr>
<td>Stage 3 Plans</td>
<td>X</td>
<td></td>
<td>ODOT to review all plans and documents and provide comments.</td>
</tr>
<tr>
<td>Cost Estimates</td>
<td>X</td>
<td></td>
<td>LPA shall prepare in Estimator format.</td>
</tr>
<tr>
<td>Final Plan Package</td>
<td>X</td>
<td></td>
<td>ODOT to review all plans and documents and provide comments.</td>
</tr>
<tr>
<td>Mitigation</td>
<td>X</td>
<td></td>
<td>ODOT will coordinate any required mitigation efforts.</td>
</tr>
<tr>
<td>Public/Stakeholder Involvement</td>
<td>X</td>
<td></td>
<td>ODOT to review all PI plans and materials and provide comments.</td>
</tr>
<tr>
<td>Construction</td>
<td>Advertise</td>
<td>X</td>
<td>LPA and consultants to assist in responding to bidder questions and preparation of any addenda.</td>
</tr>
<tr>
<td>Award</td>
<td>X</td>
<td></td>
<td>ODOT Awards Committee</td>
</tr>
<tr>
<td>Administer Construction Contract</td>
<td>X</td>
<td></td>
<td>ODOT will administer the construction contract. The LPA and LPA's consultants shall respond promptly to requests for</td>
</tr>
<tr>
<td>Public/Stakeholder Involvement</td>
<td>X</td>
<td>X</td>
<td>ODOT to coordinate in cooperation with the LPA.</td>
</tr>
<tr>
<td>All Phases</td>
<td>Federal Authorizations</td>
<td>X</td>
<td>ODOT will coordinate and obtain all needed FHWA Authorizations and notify the LPA upon approval.</td>
</tr>
<tr>
<td>All Phases</td>
<td>Encumbrance of Funds</td>
<td>X</td>
<td>ODOT will encumber funds in accordance with this Agreement.</td>
</tr>
</tbody>
</table>

4.3 The LPA shall designate an LPA employee to act as the LPA Project Manager and act as the point of contact for all communications with ODOT.

4.4 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.

4.5 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

4.6 Environmental Responsibilities

A. In the administration of this PROJECT, the Permittee shall be responsible for conducting any required public involvement activities, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related regulations, including the requirements of the National Historic Preservation Act.

B. If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire a consultant in accordance with Section 5.

C. ODOT shall be responsible for the review of all environmental documents and reports, and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.

D. Whichever party obtains the Project's environmental clearance or permits shall be responsible for assuring compliance with all commitments made as part of such clearance or permit requirements during the construction of the PROJECT.

E. The LPA shall require its consultant to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act.

F. The LPA shall require its consultant to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.

G. The LPA shall provide a letter indicating the proposed Best Management Practices (BMPs) to be utilized for post construction storm water management in accordance with the Ohio EPA National Pollutant Discharge Elimination System (NPDES) Construction General
Permit. If no BMPs are proposed, a letter stating concurrence is required from the Ohio EPA.

4.7 Use of ODOT Consultant Agreements

A. ODOT may provide services through ODOT held consultant agreements at its discretion subject to funding participation by the LPA. Agreements that may be available for use include the following:

1. If the LPA chooses to utilize the CEAO task order contract for environmental services, the parties agree that the total cost shall be shared based on the following percentages: 80 percent federal/state funds and 20 percent local funds. The LPA agrees to pay its share of the estimated cost upon receipt of an invoice from ODOT prior to the issuance of any acquisition authorization. Once the Project is completed and the final costs determined, the LPA shall be refunded any excess amount paid if the total cost is below the estimated cost, or it shall be invoiced for its share of any increased cost above the estimated cost. The LPA agrees that it shall participate at the same funding percentage if the final costs exceed the estimated cost.

2. If the LPA chooses to utilize the CEAO task order contract for right-of-way acquisition services, the parties agree that the total cost shall be shared based on the following percentages: 80 percent federal/state funds and 20 percent local funds. The LPA agrees to pay its share of the estimated cost upon receipt of an invoice from ODOT prior to the issuance of any acquisition authorization. Once the Project is completed and the final costs determined, the LPA shall be refunded any excess amount paid if the total cost is below the estimated cost, or it shall be invoiced for its share of any increased cost above the estimated cost. The LPA agrees that it shall participate at the same funding percentage if the final costs exceed the estimated cost.

3. Value Engineering. If Value Engineering is required, the Department may elect to use an ODOT held agreement to assist in administering the Value Engineering process. If Value Engineering is required, the LPA shall require its consultants to participate as needed.

5. CONSULTANT SELECTION AND ADMINISTRATION

5.1 General Requirements

A. The LPA must select a consultant/consultant team that is prequalified by ODOT for all services to be performed by the consultant and subconsultants.


C. The LPA must require, as a scope of services clause, that project development follow ODOT’s Project Development Process, and that all documents and plans prepared by the consultant must conform to ODOT’s current standards, including the electronic deliverable requirements of ODOT’s CADD Engineering Standards Manual, and Location and Design Manual Volume 3, Section 1500.

D. The LPA consultant agreement must provide for ongoing consultant involvement during the construction phase of the Project.
E. The LPA consultant agreement must include a completion schedule acceptable to ODOT.

F. The LPA must assist ODOT in rating the consultant’s performance through ODOT’s Consultant Evaluation System.

G. The LPA must cooperate with ODOT in directing additional or corrective work, and to recover damages due to errors or omissions.

H. If Federal Funds are used to pay the cost of any contract for professional services, the LPA must comply with 23 CFR 172, Sections 153.65 through 153.71 of the Ohio Revised Code and Section 5.2 below in the selection of consultants, and administer consultant agreements in accordance with ODOT’s Manual for Administration of Contracts for Professional Services. Professional services, as defined in Sections 5526.01 and 153.65(C) of the Ohio Revised Code, include the practice of engineering (including inspection of construction), the practice of surveying, the practice of architecture including landscape architecture, evaluation of environmental impacts, right-of-way acquisition services and administration of construction contract claims.

5.2 Procedures for LPA Selection of Consultants for Agreements that Include Federal Funds in Preliminary Engineering

A. Policies in Selection of Consultants

1. Restrictions Concerning LPA Preferences

   The LPA shall not offer direction to consultants concerning preferences (or informal sanctions) for certain subconsultants or team arrangements. These arrangements are business decisions that must be made by consultants without direction from the LPA. The LPA must make selection decisions on the basis of proposed teams without advance "steering" of teams.

2. Communications Restrictions

   Please note the following policy concerning communication between Consultants and the LPA during the announcement and selection process:

   During the time period between advertisement and the announcement of final consultant selections for the Programmatic Selection Process, communication with consultants (or their agents) shall be limited as follows:

   a. Communications which are strictly prohibited:

      (1) Communication with the LPA: Any marketing or similar discussions of the specific project if the consultant has submitted or plans to submit a letter of interest, or is included as a subconsultant on a submittal by another firm.

   b. Allowable communications include:

      (1) Project administration activities for authorized agreements, scope and negotiation activities for projects selected but not under contract.

      (2) Technical or scope of services questions specific to projects posted with a programmatic group.
c. When completed selections must be publicly announced.

3. Advertisement

For selection procedures that require public notification, Requests for Letters of Interest "RFLoI" must be advertised on the Consultant Services page of ODOT's website.

4. Disclosure of Selection Information

All selection information including consultant letters of interest shall be available for public disclosure upon completion of the selection.

Information that is not subject to public disclosure at any time includes financial statements and other confidential financial information submitted by a consultant.

5. Supporting Documentation

Documentation supporting the solicitation, proposal, evaluation, and selection of the consultant shall be retained.

6. Prohibited Selection Factors

a. Price shall not be used as a factor in the evaluation, ranking, and selection phase. All price or cost related items which include, but are not limited to, cost proposals, direct salaries/wage rates, indirect cost rates, and other direct costs are prohibited from being used as evaluation criteria.

b. In-State or local preference shall not be used as a factor in the evaluation, ranking, and selection phase. State licensing laws are not preempted by this provision and professional licensure within a jurisdiction may be established as a requirement for the minimum qualifications and competence of a consultant to perform the solicited services.

Refer to Section 5.2.C.1.n. below for additional guidance concerning the use of local presence as a nominal evaluation factor where appropriate.

B. Consultant Selection Processes

The LPA may use any one of five consultant selection processes permitted by 23 CFR 172 and ORC 153.65 - 153.71, the use of which depends on the complexity of the project, estimated total fee, the number of available qualified consultants and whether an emergency exists. The Programmatic and Technical Proposal selection processes are competitive qualifications based selection processes governed by 23 CFR 172.7(a)(1) and ORC 153.65 - 153.71. These selection processes require solicitation, evaluation, ranking, selection, and negotiation in accordance with the qualifications-based selection procurement procedures for architectural and engineering services codified under 40 U.S.C. 1101-1104, commonly referred to as the Brooks Act or Selection of Architects and Engineers.

The Small Purchase selection process is a non-competitive selection process governed by 23 CFR 172.7(a)(2) and ORC 153.71(A). Agreements with total fees less than $50,000 are eligible for this selection process.
The Emergency and Special Expertise selection processes are non-competitive selection processes governed by 23 CFR 172.7(a)(3) and ORC 153.71.

1. Programmatic Selection Process

The Programmatic Selection Process is a one-step selection process intended to shorten the selection/authorization process for non-complex projects while reducing paperwork and administrative costs for both consultants and the State. In this process consultants are selected based on standard letter of interest content, and a standard Selection Rating Form. The "Programmatic" selection process should be used for most projects that do not meet the criteria for the more elaborate Technical Proposal Selection Process.

2. Technical Proposal Selection Process

The technical proposal selection process is a two-step process intended for use on larger, more complex projects for which a more informed selection decision can be made based on additional information received through the submittal of a (more elaborate) Technical Proposal, and/or presentations/interviews. The Technical Proposal Selection Process is appropriate to use under the following circumstances:

a. Complex projects involving multiple PDP steps and multiple disciplines including planning, environmental and design services.

b. Projects that include complex project management challenges in which the role of the consultant project manager will be crucial to project success, and may require extensive public involvement activities.

c. Specialized services for which the LPA has limited experience and performance records for past projects.

d. Generally any project for which a single submittal does not provide sufficient information to make a well informed selection decision.

The technical proposal selection process includes the initial submittal of a letter of interest similar to the Programmatic Selection Process, and then "shortlisting" to at least three of the most highly qualified firms. The standard letter of interest content may be revised to include increased page limits and project specific content. The shortlisted firms are then required to submit additional written information (technical proposal) and/or participate in additional discussions or presentation/interview. The content of the technical proposal and the format of interviews can be tailored to fit the requirements of specific projects.

Discussions, if required by the RFLoI, may be written, by telephone, video conference, or by oral presentation/interview and shall be with at least three of the most highly qualified consultants to clarify the technical approach, qualifications, and capabilities provided in response to the RFLoI.

The process for shortlisting at least three consultants is identical to that of the Programmatic Selection Process. The final selection of a single consultant also follows the same process but considers the written
technical proposal and/or presentation/interview along with the initial letter of interest.

3. Emergency Selection Process

The LPA may directly select a consultant for a project determined by the Director of Transportation to be an emergency which will not permit the time necessary to conduct a competitive selection process. Contract costs shall be negotiated in accordance with Chapter 3, Section 3.9 of ODOT's Consultant Contract Administration.

4. Small Purchase Selection Process

The LPA may directly select consultants without solicitation for projects with an estimated total fee of less than $50,000. The scope of work, project phases, and contract requirements shall not be broken down into smaller components merely to permit the use of fee exempt procedures. The following requirements apply:

a. The qualifications of a minimum of three consultants must be reviewed prior to selection. The consultants considered for selection and the reasons for selecting the most qualified consultant shall be documented.

   In instances where two or fewer consultants are considered qualified, the LPA may proceed with evaluation and selection if it is determined that the project requirements did not contain conditions or requirements that arbitrarily limited competition. The reasons for proceeding with the selection shall be documented.

b. The full amount of any contract modification that would cause the total contract amount to exceed $50,000 is ineligible for Federal-aid funding. The FHWA may withdraw all Federal-aid from a contract if Federal funds are used in modifying an agreement above the $50,000 simplified acquisition threshold.

c. Contract costs shall be negotiated in accordance with Chapter 3, Section 3.9 of ODOT's Consultant Contract Administration.

5. Special Expertise Selection Process

The LPA may directly select consultants for projects for which the service is available only from a single source. Contract costs shall be negotiated in accordance with Chapter 3, Section 3.9 of ODOT's Consultant Contract Administration.

C. Selection Procedures – Programmatic Selection Process

1. Letter of Interest Content

Requests for Letters of Interest (RFLoI) shall include the following:

a. Project name from Ellis (County-Route-Section);

b. A description of the project including the location.
c. A description of the selection process to be used, including the number of steps (direct selection based on the information provided, or a two-step process with a short list and technical proposal and/or interviews, etc.), and the selection rating criteria to be used. The standard selection rating form included herein should be used for most projects.

d. Any restrictions on communicating with government officials during the selection process.

e. Any restrictions concerning suspended or debarred firms.

f. Date that the letter of interest is due. The minimum response time shall be two weeks from the initial posting date.

g. The approximate construction cost if available.

h. Any special provisions or contract requirements associated with the services.

i. The following notification:

The [LPA] in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all bidders including disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex (including pregnancy, gender identity and sexual orientation), age, disability, low-income status, or limited English proficiency in consideration for an award.

j. The DBE Goal requirements and related selection procedures.

k. Major work elements involved.

l. A detailed scope of services for the agreement.

m. The ODOT prequalification(s) required to provide the services;

n. Subfactors - Any important aspects of a project, if any, that will play a large role in the consultant selection process.

In-State or local preference shall not be used as a selection factor or subfactor, however a local presence may be used as a nominal evaluation factor where appropriate. This criteria shall not be based on political or jurisdictional boundaries and may be applied on a project-by-project basis for contracts where a need has been established for a consultant to provide a local presence, a local presence will add value to the quality and efficiency of the project, and application of this criteria leaves an appropriate number of qualified consultants, given the nature and size of the project. If a consultant from outside of the locality area indicates as part of a proposal that it will satisfy the criteria in some manner, such as
establishing a local project office, that commitment shall be considered to have satisfied the local presence criteria.

o. The contract type and payment method(s) anticipated to contract for the solicited services. Refer to Chapter 4 of ODOT’s Consultant Contract Administration for detailed explanations of contract types and payment methods.

p. Estimated date of authorization.

q. Time period in which the work must be completed.

r. Instructions for submitting a letter of interest including content and required format. The information requested should be consistent with the rating criteria.

s. Required content of the letter of interest (RLoI) including:

   (1) The firm’s general qualifications.

   (2) Proposed key staff including key subconsultant staff and project approach.

   (3) A listing of subconsultants including project responsibility.

   (4) Whether resumes of key staff members must be submitted.

   (5) Other information needed to make an informed selection decision.

2. Evaluation Process

   a. Initially evaluate all firms for compliance with the following requirements, advise Districts of the firms that must be eliminated from further consideration and the reason for elimination:

   (1) Compliance with general LoI requirements, current negligence issues, and ongoing performance issues identified through CES, overall low CES rating, insufficient staff, excessive workload, or any other significant issues relative to a firm’s performance.

   (2) Inclusion on the list of firms suspended or debarred by the Federal Government.

   (3) For projects noted as having DBE Goals, ODOT will determine whether the consultant made a good faith effort to meet the goal in accordance with 49 CFR 26.53 and Appendix A to Part 26. The letter of interest must show that the consultant has made good faith efforts to meet the goal. Good faith efforts may include: (1) Documentation that the consultant has obtained enough DBE or EDGE (Encouraging Diversity, Growth and Equity) participation to meet the goal; or (2) Documentation that it made adequate good faith efforts, as defined in 49 CFR 26.53, to meet the goal, even though it did not succeed in obtaining enough DBE/EDGE participation to do so. Consultants that do not show good faith efforts to meet the Goal will not be eligible for selection.
b. Compliance with prequalification requirements.

c. Reduce the number of firms to 3-6 for each project through a process of elimination, based on the selection rating factors included in the Consultant Selection Rating Form. Firms may be eliminated due to fatal flaws, overall weakness of team relative to other firms, weak project approach, etc. Provide written documentation concerning the reasons for eliminating a firm from consideration.

In instances where two or fewer consultants respond to the RFLol, or two or fewer consultants are considered qualified to be shortlisted, the LPA may proceed with evaluation and selection if it is determined that the solicitation did not contain conditions or requirements that arbitrarily limited competition. The reasons for proceeding with the selection shall be documented.

d. For each project, rate each shortlisted firm using the selection rating form.

Supplement the numerical ratings with written comments that explain the differential scoring. The highest rated firm shall be selected.

3. Selection Rating Procedures

a. ODOT’s standard consultant selection rating form is shown below. The LPA may use a modified selection rating form that meets the requirements of 23 CFR 172 and ORC 153.65 – 153.71.

b. Selection evaluations should be based on collaborative discussions of the selection committee members concerning the overall strengths and weaknesses of the teams, including the relative importance of the various selection rating factors relative to the specific requirements of the project. Numerical weights are a guide as to what is important but the selection should not be a mathematical exercise consisting of the addition of scores determined by individual team members. The selection team members should work to reach consensus in determining a single selection rating including written comments that document the reasons for the numerical scores.

c. For each selection rating factor, each shortlisted firm shall be ranked, with the highest ranked firm receiving the maximum number of points, and lower ranked firms receiving commensurately lower scores. If firms are considered to be equally qualified, the firms may receive the same score for that selection rating factor. The rankings and scores should be based on each firm’s specific proposal and project approach, including the named project manager, staff and subconsultants. Experience on similar projects, past performance for the LPA and other agencies should be considered. The selection committee may contact other ODOT Districts and outside agencies if necessary. Any subfactors identified in the RFLol should be weighed heavily in the differential scoring.

Differential scoring should consider the relative importance of a selection factor in the success of a given project. The project manager’s role in a simple project may be less important than for a complex project, and differential scoring should reflect this, with higher differential scores.
assigned to projects that require a larger role for the project manager.
Similar consideration should be given to all selection factors.

4. ODOT’s Consultant Selection Rating Form and Selection Rating Notes

<table>
<thead>
<tr>
<th>Category</th>
<th>Total Value</th>
<th>Scoring Criteria</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management &amp; Team</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Manager</td>
<td>10</td>
<td>See Note a. below</td>
<td></td>
</tr>
<tr>
<td>Strength/Experience of Assigned Staff, including Subconsultants</td>
<td>25</td>
<td>See Note b. below</td>
<td></td>
</tr>
<tr>
<td>Firm’s Current Workload/ Availability of Personnel</td>
<td>10</td>
<td>See Note c. below</td>
<td></td>
</tr>
<tr>
<td>Consultant’s Past Performance</td>
<td>30</td>
<td>See Note d. below</td>
<td></td>
</tr>
<tr>
<td>Project Approach</td>
<td>25</td>
<td>See Note e. below</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>100</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The following discussion addresses each selection rating factor including scoring methodology, appropriate sources of information and factors that may not be considered.

a. Project Manager

The proposed project manager for each consultant shall be ranked, with the highest ranked project manager receiving the greatest number of points, and lower ranked project managers receiving commensurately lower scores. The rankings and scores should be based on each project manager’s experience on similar projects and past performance for the LPA. The selection committee may contact ODOT and outside agencies if necessary. Any subfactors identified should be weighed heavily in the differential scoring.

Differential scoring should consider the relative importance of the project manager’s role in the success of a given project. The project manager’s role in a simple project may be less important than for a complex project, and differential scoring should reflect this, with higher differentials assigned to projects that require a larger role for the project manager.

b. Strength/Experience of Assigned Staff including Subconsultants

The experience and strength of the assigned staff, including subconsultant staff, should be ranked and scored as noted for Number 1 above, with higher differential scores assigned on more difficult projects. Any subfactors identified in the project notification should be weighed heavily in the differential scoring.

As above, ODOT and other agencies may be contacted.
c. Firm's Current Workload/ Availability of Personnel (Considered at statewide meeting)

In instances when consultant’s current workload may impact their ability to complete the work as proposed, the firm’s current workload and availability of qualified personnel shall be considered.

d. Consultant’s Past Performance

The consultants’ past performance on similar projects, including subconsultant performance, shall be ranked and scored on a relative, differential scoring type basis, with the highest ranked consultant receiving a commensurately greater number of points. The selection team should consider ODOT CES performance ratings if available, and consult other ODOT Districts, ODOT Central Offices, and other agencies as appropriate. The use of CES ratings shall place emphasis on the specific type of services requested.

The differential scoring should consider the complexity of the project and any subfactors identified in the project notification.

e. Project Approach

Evaluation of the firm’s project approach shall consider:

(1) The firm’s technical approach and understanding of the project.

(2) The firm’s qualifications for the project including knowledge and experience concerning relevant ODOT standards, procedures and guidance documents.

(3) Any innovative ideas.

When considering this factor in rating firms, the type of project and the relevance of this factor to the project must be considered. For task order and construction inspection projects, and small uncomplicated design projects, the possibility for innovation may be very limited. Larger more complex projects will generally offer more opportunities for innovation. Consultants that identify truly innovative ideas should receive credit in the selection rating, but this factor can be disregarded when projects offer little opportunity for innovation.

(4) The firm’s project specific plan for ensuring increased quality, reduced project delivery time and reduced project costs.

These factors will be relatively more important and relevant to a complex PDP project, and much less important for a construction inspection or task order contract. Please remember that Federal rules prohibit consideration of overhead rates, wage rates or any other cost data submitted voluntarily by the consultant.
D. Negotiation of Consultant Agreements

Agreements shall be negotiated in accordance with ODOT’s Manual for Administration of Contracts for Professional Services, Volume 1 Consultant Contract Administration, Section 3.9.

E. Agreements

ODOT will prepare the LPA/Consultant Agreement between the Consultant and LPA. The agreement will be transmitted to the LPA by the ODOT District Office. A copy of the executed LPA/Consultant Agreement shall be returned to the District Office.

F. Documentation of Consultant Selections

The LPA shall maintain a consultant selection file that includes the following information, and provide copies of all documents to the District for their files.

1. A copy of the Request for Proposal and the date posted on ODOT’s website;
2. A listing of firms that submitted Letters of Interest;
3. Letters of Interest from all firms that submitted;
4. Selection rating forms and any supporting notes and documentation, including membership of the selection committee;
5. A listing of firms selected to submit technical proposals (if applicable), copies of the technical proposals, and related correspondence;
6. Selected consultant’s Price Proposal;
7. Negotiation records; and
8. A copy of the Agreement, Scope of Services, authorization letter, Invoice and Project Schedule, and any other documents relevant to the agreement.

6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION

6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. Refer to Sections 4.2 and 4.4 concerning Federal authorization.

6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that the all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT’s Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work is not permitted to perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.

6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant’s activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.

6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to
perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.

6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with PROJECT construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the PROJECT real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.

6.6 ODOT will coordinate with utilities, complete RE-75 forms, establish encumbrances towards each utility if needed, prepare an invoice to the LPA for the local share, and pay the State share as needed. In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. In the event that a utility is delaying the relocation of its facilities, the LPA shall take any action necessary to order and cause the removal and relocation of such utility. No reimbursable costs shall be incurred prior to the receipt of Federal Authorization for Right of Way from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.

6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.

6.8 ODOT shall be responsible for any necessary railroad coordination and agreements in accordance with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.

6.9 Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.

7. ADVERTISING, SALE AND AWARD

7.1 ODOT will prepare the State's estimate and manage the advertising, sale and award process. The LPA and its consultant shall assist in responding to bidder questions, preparation of any addenda and other coordination as needed. ODOT's Awards Committee shall determine award of the contract.

8. CONSTRUCTION CONTRACT ADMINISTRATION

8.1 ODOT will administer the construction contract in accordance with ODOT's Construction Administration Manual of Procedures. The LPA and LPA's consultants shall respond promptly to requests for information or other construction issues. The LPA shall review and approve all change orders. The LPA and LPA's consultant shall assist in defending ODOT against any contractor claims.
9. **CERTIFICATION AND RECAPTURE OF FUNDS**

9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.

9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from contractor performance and payment bond(s) and consultant insurance shall be used to offset the Federal dollars reimbursed to FHWA.

10. **NONDISCRIMINATION**

10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such PROJECT work.

10.3 The LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. For a PROJECT upon which a DBE goal is assigned, the LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

Disadvantaged Business Enterprise (DBE) Requirement. DBE participation goals (subcontracts, materials, supplies) have been set on this PROJECT for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the ORC.

Pursuant to 49 CFR 26.13(b), the LPA agrees not to discriminate on the basis of race, color, national origin, or sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency in the performance of this Agreement. The LPA agrees to carry out applicable requirements of 49 CFR Part 26 in the award and
administration of DOT-assisted contracts. The LPA understands that failure to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as ODOT deems appropriate.

10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest agrees as follows:

(a) Compliance with Regulations: The LPA will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

(b) Nondiscrimination: The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.

(c) Solicitations for Professional Services: In all solicitations for professional services made by the LPA for work to be performed under a contract or subcontract, each potential consultant will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency.

(d) Information and Reports: The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

(e) Sanctions for Noncompliance: In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

(1) withholding of payments to the LPA under the contract until the LPA complies, and/or
(2) cancellation, termination or suspension of the contract, in whole or in part.

(f) Incorporation of Provisions: The LPA will include the provisions of paragraphs 10.4 (a) through (e) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing
such provisions including sanctions for noncompliance; provided, however, that, in the
event the LPA becomes involved in, or is threatened with, litigation with a contractor,
subcontractor, or supplier as a result of such direction, the LPA may request the STATE to
enter into such litigation to protect the interests of the STATE, and, in addition, the LPA
may request the United States to enter into such litigation to protect the interests of the
United States.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

11.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual
properties specifically devised for the PROJECT by its consultants or contractors performing work
become the property of the LPA, and that when requested, such designs, specifications, processes,
devices or other intellectual properties shall become available to ODOT and FHWA with an
unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA’s consultants and
contractors shall not seek or obtain copyrights, patents, or other forms of proprietary protection for
such designs, specifications, processes, devices or other intellectual properties, and in providing
them to the PROJECT, shall relinquish any such protections should they exist.

11.2 The LPA shall not allow its consultants or contractors to utilize within the development of the
PROJECT any copyrighted, patented or similarly protected design, specification, process, device
or other intellectual property unless the consultant or contractor has provided for such use by
suitable legal agreement with the owner of such copyright, patent or similar protection. A consultant
or contractor making use of such protected items for the PROJECT shall indemnify and save
harmless the LPA and any affected third party from any and all claims of infringement on such
protections, including any costs, expenses, and damages which it may be obliged to pay by reason
of infringement, at any time during the prosecution or after the completion of work on the PROJECT.

11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary
service charges, exacted or to be exacted by the patentees, are published and certified agreements
are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such
proprietary rights and trademarked goods upon payment of such published charges, such patented
pavements or wearing courses may be specifically designated in the proposal and competition
secured upon the item exclusive of the patent or proprietary charges.

12. TERMINATION: DEFAULT AND BREACH OF CONTRACT

12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this
Agreement, including misrepresentation of fact, may be an event of default, unless such failure or
neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections,
riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United
States or State of Ohio or any of their departments or political subdivisions, or any other cause not
reasonably within the LPA’s control. If a default has occurred, ODOT may terminate this Agreement
with thirty (30) days written notice, except that if ODOT determines that the default can be
remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of
this Agreement.

12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of
this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of
such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to
complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes
preventing its compliance and curing the default situation. Expiration of the thirty (30) days and
failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether
payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining
to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this
Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds
disbursed to it under this Agreement.
12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.

12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.

12.5 This Agreement and obligation of the parties herein may be terminated by either party with thirty days written notice to the other party. In the event of termination, the LPA shall cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.

12.6 In the event of termination for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the ORC.

13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA’s obligations made or agreed to herein.

14. NOTICE

14.1 Notice under this Agreement shall be directed as follows:

<table>
<thead>
<tr>
<th>If to the LPA:</th>
<th>If to ODOT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amy Havenar, P.E.</td>
<td>Scott C. Boyer, P.E. LPA Coordinator</td>
</tr>
<tr>
<td>City of Piqua</td>
<td>Ohio Department of Transportation</td>
</tr>
<tr>
<td>201 West Water Street</td>
<td>1001 St. Marys Avenue</td>
</tr>
<tr>
<td>Piqua, OH 45356</td>
<td>Sidney, OH 45365</td>
</tr>
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15. GENERAL PROVISIONS

15.1 Recovery of LPA's allocable project Direct Labor, Fringe Benefits, and/or Indirect Costs:

If federal funds were used in either Preliminary Engineering or Right-of-Way, and the LPA has recoverable costs, please select the appropriate option listed below, to be eligible to recover any costs associated with the LPA's internal labor forces allocable to this PROJECT, the LPA shall make an appropriate selection below: [LPA official must initial the option selected.]

☐ N/A – Only applicable if no federal funds are used in Preliminary Engineering or Right-of-Way

☐ 1. No cost recovery of LPA's project direct labor, fringe benefits, or overhead costs.
   (A) The LPA does not currently maintain an ODOT approved federally compliant time-tracking system, and
   (B) The LPA does not intend to have a federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT, and/or
   (C) The LPA does not intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.

☐ 2. Direct labor plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate. ²
   (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, and
   (B) The LPA does not currently have, and does not intend to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

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1 A "federally compliant time-tracking system" is supported by a system of internal controls and record-keeping that accurately reflects the work performed; which provides reasonable assurance that the time being charged is accurate, allowable, and properly allocated; is incorporated in official records such as payroll records; reasonably reflects the employee's total activity; provides a time or percentage breakdown on all activities, both Federally funded and non-Federally funded for the employee and complies with the LPA's pre-established accounting practices and procedures.

2 [Also be sure to read footnote #1] The De Minimis Indirect Cost Rate is 10 percent of modified total direct costs (MTDC) per 2 CFR §200.414. The definition of MTDC is provided in the regulation at 2 CFR §200.414. Any questions regarding the calculation of MTDC for a specific project should be directed to the Office of Local Programs. Further, regardless of whether the LPA subrecipient negotiates overhead rates with ODOT or uses the 10-percent de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs, and then potentially associated fringe/indirect costs, only if the labor costs are accumulated, tracked, and allocated in accordance with compliant systems. Before an LPA is eligible to invoice ODOT for and recover the 10% de minimis indirect cost rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. A non-Federal entity that elects to charge the de minimis rate must meet the requirements in 2 CFR 200 Appendix VII Section D, Part 1, paragraph b.
3. Direct labor, plus fringe benefits costs calculated using the LPA’s ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.  
   (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, and 
   (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

4. Direct labor, plus fringe benefits costs calculated using the LPA’s ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the LPA’s ODOT approved Indirect Cost Rate.  
   (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, and 
   (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT, and 
   (C) Instead of using the Federal 10% De Minimis Indirect Cost Rate, the LPA currently has, or intends to negotiate, an ODOT approved indirect cost rate prior to the period of performance of this PROJECT.

For any allocable project labor costs to be eligible for reimbursement with Federal and/or State funds, the LPA must maintain compliance with all timekeeping requirements specified in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall maintain compliance with Appendix VII of 2 CFR Part 200 and the LATP Manual of Procedures.

15.2 If the LPA decides to change its indirect cost recovery option, the change shall not become effective until this Agreement is amended pursuant to section 15.12 below to reflect the indirect cost recovery option utilized by the LPA on the PROJECT.

15.3 Financial Reporting and Audit Requirements: If one or more phases of this AGREEMENT include a sub-award of federal funds to the LPA, the LPA shall comply with the financial reporting and audit requirements of 2 CFR Part 200. If not, the financial reporting and audit requirements remain with ODOT.

All non-federal entities, including ODOT’s LPA subrecipients, that have aggregate federal awards expenditures from all sources of $750,000 or more in the non-federal entity’s fiscal year must have a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

LPAs that expend Federal and State funds in the Preliminary Engineering and/or Right of Way phases of the Project must track these payments throughout the life of the in order to ensure an

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3 [Also be sure to read footnotes # 1 and 2] The fringe benefits rate billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the ODOT Office of External Audits. The fiscal period when the LPA’s direct labor costs are paid will be matched with the ODOT approved rate for that fiscal year to determine which rate is applicable. Accordingly, the fringe benefits rate applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rate.

4 [Also be sure to read footnote # 1] The fringe benefits and indirect cost rates billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the Office of External Audits. The fiscal period when the LPA’s direct labor costs are paid will be matched with the ODOT approved rates for that fiscal year to determine which rates are applicable. Accordingly, the rates applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rates.
accurate Schedule of Expenditures of Federal Award (hereinafter referred to as SEFA) is prepared annually for all Applicable Federal Funds. Applicable Federal Funds are those that are identified with the various project phases of this Agreement as a subaward. Applicable Federal Funds include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

The LPA must separately identify each ODOT PID and/or Project and the corresponding expenditures on its SEFA. LPAs are responsible for ensuring funds related to this PROJECT are reported when the activity related to the Federal award occurs.\(^5\) Further, the LPA may make this determination consistent with 2 CFR §200.502 and its established accounting method to determine expenditures including accrual, modified accrual or cash basis.

When project expenditures are not accurately reported on the SEFA, the LPA may be required to make corrections to and republish the SEFA to ensure Federal funds are accurately reported in the correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

15.4 Record Retention: The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA’s obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years after FHWA approves the LPA’s final Federal voucher for reimbursement of PROJECT expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

> As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this contract.

Nothing contained in this Agreement shall in any way modify the LPA’s legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

15.5 Ohio Ethics Laws: LPA agrees they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the ORC.

15.6 State Property Drug-Free Workplace Compliance: In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.

15.7 Trade: Pursuant to the federal Export Administration Act and Ohio Revised Code 9.76(B), the LPA and any contractor or sub-contractor shall warrant that they are not boycotting any jurisdiction with whom the United States and the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

The State of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The LPA certifies that it, its Contractors, subcontractors, and any agent of the Contractor or its subcontractors, acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and

\(^5\) Per 2 CFR §200.502
any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.


15.9 **Debarment:** LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.

15.10 **Governing Law:** This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

15.11 **Assignment:** Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.

15.12 **Merger and Modification:** This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.

15.13 **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.

15.14 **Signatures:** Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

15.15 **Facsimile Signatures:** Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile signature on any other party delivered in such a manner as if such signature were an original.
The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

<table>
<thead>
<tr>
<th>LPA: CITY OF PIQUA</th>
<th>STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
<td>By:</td>
</tr>
<tr>
<td>Title:</td>
<td>Jack Marchbanks</td>
</tr>
<tr>
<td>Date:</td>
<td>Date:</td>
</tr>
</tbody>
</table>
## Project Budget – Sources and Uses of Funds

<table>
<thead>
<tr>
<th>USES</th>
<th>LPA Funds</th>
<th>FHWA Funds</th>
<th>State Funds</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Amount</td>
<td>% SAC</td>
<td>Amount</td>
<td>% SAC</td>
</tr>
<tr>
<td>Preliminary Development</td>
<td>$46,750</td>
<td>100% 4HJ7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Final Design, Construction Plans &amp; Specifications</td>
<td>$8,250</td>
<td>100% 4HJ7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Acquisition of Right of Way &amp; Utility Relocation</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Construction Costs</td>
<td>$148,278.40</td>
<td>100% 4HJ7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inspection</td>
<td>$14,827.84</td>
<td>100% LABR</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Totals</td>
<td>$218,106.24</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Revision Date: April 1, 2019
DIRECT PAYMENT OF CONSULTANT

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's consultant shall be paid directly to the consultant in the pro-rata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously defined in this Agreement, and shall indicate that the payment is to be made to the consultant. In addition, the invoice must state the consultant's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the consultant and those that are to be made to the LPA.

When ODOT uses Federal funds to make payment to the consultant, all such payments are considered to be expenditures of Federal funds received and also expended by the LPA (subrecipient). Accordingly, the LPA is responsible for tracking the receipts and payments and reporting the payments Federal (Receipts) Expenditures on the Schedule of Expenditures of Federal Awards (SEFA). An LPA that fails to report these funds accurately and timely may be required to restate the SEFA to comply with Federal reporting requirements.

We (INSERT NAME OF LPA) request that all payments for the Federal/State share of the consultant costs of this Agreement performed by (CONSULTANT'S NAME) be paid directly to (CONSULTANT'S NAME).

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Error! Reference source not found.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oaks Vendor ID</td>
<td>0000000000</td>
</tr>
<tr>
<td>Mailing Address</td>
<td>Error! Reference source not found.</td>
</tr>
<tr>
<td></td>
<td>Error! Reference source not found.</td>
</tr>
<tr>
<td>LPA signature</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LPA Name</th>
<th>Error! Reference source not found.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oaks Vendor ID</td>
<td>0000000000</td>
</tr>
<tr>
<td>Mailing Address</td>
<td>Error! Reference source not found.</td>
</tr>
<tr>
<td></td>
<td>Error! Reference source not found.</td>
</tr>
<tr>
<td>ODOT Approval signature</td>
<td></td>
</tr>
</tbody>
</table>

Revision Date April 1, 2019
# Commission Agenda
## Staff Report

**Meeting Date:** April 7, 2020

**Report Title:** A Resolution requesting Preliminary Consent Legislation with the Ohio Department of Transportation (ODOT) for traffic signal and pedestrian improvements on E. Ash Street from Scott Drive to Kienle Drive

**Submitted By:**
- Name & Title: Amy L. Havenar, P.E., City Engineer
- Department: Engineering

**Agenda Classification:**
- [ ] Consent
- [ ] Ordinance
- [X] Resolution
- [ ] Regular

**Approvals/Reviews:**
- [X] City Manager
- [ ] Asst. City Manager/Finance
- [ ] Asst. City Manager/Development
- [ ] Law Director
- [ ] Department Director
- [ ] Other:

**Background:** In September of 2019, the City of Piqua submitted an application for safety improvements along the US 36 Corridor to the Ohio Department of Transportation. This request was for funding through the Highway Safety Improvement Program due to the high number of accidents we have been experiencing on this stretch of roadway. Our application was approved for funding at 100% of the design and construction cost.

The project will consist of traffic signal upgrades at US 36 & the Taco Bell signal and at US 36 & Kienle Drive with polycarbonate signal heads, back plates, pedestrian features, and improved pavement markings. Also included are upgraded ADA accommodations at both intersections as well as signal retiming on US 36 between Scott Drive and Kienle Drive.

**Budgeting and Financial Impact:**

<table>
<thead>
<tr>
<th>Budgeted $</th>
<th>N/A for this Legislation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expenditure $</td>
<td>N/A for this Legislation</td>
</tr>
</tbody>
</table>

**Source of Funds:**

**Narrative:** The estimated cost of both design and construction is $203,278. The City of Piqua was fortunate enough to receive safety funding for this project (both design and construction) in the amount of 100%. Therefore, our local match will be $0.

**Options:**
1. Approve the Resolution to allow the Director of Transportation to begin the programming of this project.
2. Do not approve the Resolution and ultimately, do not have ODOT complete the project.

**Project Timeline:** This project is scheduled for construction to begin in the summer of 2021.

**Staff Recommendation:** Approve the resolution to allow for ODOT to complete the programming of this project.
<table>
<thead>
<tr>
<th>REASON FOR SELECTING CONSULTANT/COMPANY</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>ATTACHMENTS</td>
<td>Exhibit A – Project Agreement</td>
</tr>
</tbody>
</table>
RESOLUTION NO. R-50-20

A RESOLUTION FOR CONSENT TO AMEND AN AGREEMENT FOR PROFESSIONAL ENGINEERING DESIGN SERVICES WITH STRAND ASSOCIATES, INC. ® FOR THE STORMWATER MASTER PLAN UPDATE

WHEREAS, R-25-19 authorized an agreement for professional engineering services to find solutions for multiple instances of flooding which have repeatedly been brought to the attention of the Utilities Department and no proposed solutions exist; and

WHEREAS, the Utilities Department requires additional design services pursuant to one of the flooding problems studied in 2019 as part of work authorized by R-25-19.

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 amend the agreement with Strand Associates, Inc. ® for the not to exceed payment of $110,000.000 is now $140,000.00.

SEC 2: The Finance Director certifies that the funds are available and is hereby authorized to draw her warrant from time to time on the appropriate accounts of the city treasury in re-payment according to loan terms, not exceeding a total of $30,000.00.

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 Thomas Fogt
Commissioner Cindy Pearson
Commissioner Chris Grissom
### MEETING DATE
April 7, 2020

### REPORT TITLE
A RESOLUTION FOR CONSENT TO AMEND AN AGREEMENT FOR PROFESSIONAL ENGINEERING DESIGN SERVICES WITH STRAND ASSOCIATES, INC. FOR THE STORMWATER MASTER PLAN UPDATE

### SUBMITTED BY
Name & Title: Sky Schelle- Stormwater Manager
Department: Utilities

### AGENDA CLASSIFICATION
- [x] City Manager
- [x] Asst. City Manager/Finance
- [ ] City Manager/Development
- [ ] Law Director
- [ ] Department Director;
- [ ] Other:

### APPROVALS/REVIEWS

### BACKGROUND
(Includes description, background, and justification)
In 2019, as a result of repeated reports of flooding, predominantly on the City’s south side, staff put out a Request for Qualifications to update the City’s Stormwater Master Plan and find solutions to the flooding and other stormwater related issues. Four sets of qualifications were submitted, two consulting firms interviewed, and Strand Associates was selected.

Manier Avenue was one of the flooding problems studied in 2019 by Strand. The Utilities Department wishes to further study Strand’s recommendations for Manier Avenue and is requesting a contract amendment of $30,000.00 to do so. This study will further analyze the engineering, permitting, and cost of four alternatives. We hope that the study finds that at least one of these alternatives will mitigate the persistent flooding in the Manier Avenue area.

### BUDGETING AND FINANCIAL IMPACT
(Includes project costs and funding sources)

<table>
<thead>
<tr>
<th>Budgeted ($)</th>
<th>Expenditure ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$120,000</td>
<td>$30,000</td>
</tr>
</tbody>
</table>

Source of Funds: Stormwater Fund

### Narrative:
The resolution authorizes the City Manager to amend an agreement with Strand Associates for an update of the Stormwater Master Plan.

### OPTIONS
1. Approve the Resolution granting the City Manager the stated authority.
<table>
<thead>
<tr>
<th>(Include Deny /Approval Option)</th>
<th>2. Deny the Resolution granting the City Manager the stated authority.</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
</tr>
</tbody>
</table>

**PROJECT TIMELINE**
The updated Stormwater Master Plan is scheduled to be completed by August 2020.

**STAFF RECOMMENDATION**
Approval of the Resolution granting the City Manager the stated authority.

**REASON FOR SELECTING CONSULTANT/COMPANY**
Strand Associates was chosen to update the Stormwater Master Plan through a RFP process.

**ATTACHMENTS**
N/A
RESOLUTION NO. R-51-20

A RESOLUTION AWARDING A CONTRACT TO
WESTERHEIDE CONSTRUCTION COMPANY
FOR THE MUNICIPAL GOVERNMENT
COMPLEX BUILDING SECURITY UPGRADES
PROJECT

WHEREAS, on January 7, 2020, this Commission passed Resolution No.
R-9-20 authorizing the City Purchasing Analyst to advertise for bids, according to law, for
the Municipal Government Building Security Upgrades Project; and

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

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

SEC. 1: A contract is hereby approved with Westerheide Construction
Company as the lowest, responsible bidder for the Municipal Government Complex
Building Security Upgrades Project and the City Manager is hereby authorized to execute
a contract with said bidder pursuant to contract specifications.

SEC. 2: The Finance Director certifies that funds are available and is hereby
authorized to draw her warrants from time to time on the appropriate account of the city
treasury in payment according to contract terms, not exceeding a total of $145,000.

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
EXHIBIT A

CITY OF PIQUA

19-13 BUILDING SECURITY UPGRADES MUNICIPAL GOVERNMENT COMPLEX

DEADLINE: 3/10/2020 AT 10:00AM

BID TABULATION

<table>
<thead>
<tr>
<th>Business Name</th>
<th>Bid Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Westerheide Construction Company</td>
<td>$129,600.00</td>
</tr>
<tr>
<td>Arcon Builders, Ltd.</td>
<td>$162,915.00</td>
</tr>
<tr>
<td>Becker Construction</td>
<td>$163,300.00</td>
</tr>
<tr>
<td>Staffco Construction, Inc</td>
<td>$172,000.00</td>
</tr>
</tbody>
</table>
**Commission Agenda**  
**Staff Report**

<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>April 7, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A Resolution awarding a contract to Westerheide Construction Company for the Municipal Government Complex Building Security Upgrades Project.</td>
</tr>
</tbody>
</table>
| SUBMITTED BY | Name & Title: Amy L. Havenar, P.E., City Engineer  
Department: Engineering |
| AGENDA CLASSIFICATION | ☑ Consent  
☐ Ordinance  
☑ Resolution  
☐ Regular |
| APPROVALS/REVIEWS | ☑ City Manager  
☐ Asst. City Manager/Finance  
☐ Asst. City Manager/Development  
☐ Law Director  
☐ Department Director  
☐ Other: |
| BACKGROUND | On March 10, 2020, four bids were received for the Municipal Government Complex Building Security Upgrades Project (see attached Exhibit A).  
The project will consist of modifying the customer service areas for the Planning & Zoning, Engineering, Health & Sanitation and the Administration Departments to make a safer, more efficient area for the public to be able to conduct their business with these respective departments. |
| BUDGETING AND FINANCIAL IMPACT | Budgeted $: $198,000  
Expenditure $: $145,000 (includes 10% contingency)  
Source of Funds: City Building 001-002-818-8802  
Narrative: This resolution includes a 10% contingency for items of work which may be required which are not included in the original plans and specifications. |
| OPTIONS | 1. Approve the resolution and complete the Municipal Government Complex Building Security Upgrades Project.  
2. Do not approve the resolution and do not complete the safety project. |
| PROJECT TIMELINE | It is anticipated that the project will start immediately and will be completed by the end of July. |
| STAFF RECOMMENDATION | Approve the resolution to allow for the completion of the Municipal Government Complex Building Security Upgrades Project. |
| REASON FOR SELECTING CONSULTANT/COMPANY | Lowest bidder following the public bidding process. |
| ATTACHMENTS | Bid Tabulation (Exhibit A) |
RESOLUTION NO. R-52-20

A RESOLUTION AMENDING THE AGREEMENT WITH LJB INC. FOR THE ENGINEERING DESIGN SERVICES FOR THE GREAT MIAMI RIVER PEDESTRIAN BRIDGE PROJECT

WHEREAS, by Resolution No. R-82-17 passed on May 2, 2017, this Commission enacted legislation for the Engineering Design Services for the Great Miami River Pedestrian Bridge Project; and

WHEREAS, the scope of the Engineering Design services has changed over the years to include additional hydraulic work related to the bridge construction; and

WHEREAS, the expanded scope is above and beyond what the original agreement with LJB Inc. covered.

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-82-17, a Resolution authorizing a purchase order to LJB Inc. for the Engineering Design services for the Great Miami River Pedestrian Bridge Project, be increased by $21,720 to a final amount of $251,720 is hereby approved.

SEC. 2: The Finance Director certifies that funds are available and is hereby authorized to draw her warrants from time to time on the appropriate account of the city treasury in payment according to contract terms, not exceeding a total of $251,720.

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 ______
March 23, 2020

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

Re: Great Miami River Pedestrian Bridge, ODOT PID#108160
    Clarification for Additional Design Fees

Dear Ms. Havenar:

Thank you for the opportunity to submit these clarifications for the additional design fees incurred on this project. As we discussed on the phone on March 17th, below is a list of additional scope of work items that generated the $21,720 in design fees that were not included in the original design proposal submitted to your office in April 2017.

1. Feasibility Study – ODOT District 7 required that a Feasibility Study (FS) be completed for the bikeway bridge that was not anticipated during the preparation of our original design proposal. The FS was not anticipated since studies for the new bridge crossing had been completed.

2. Hydraulic Analysis of the New Bridge Crossing – hydraulic analysis rework and coordination efforts well beyond those anticipated in the original design proposal are included on the timeline below.

   a. The initial hydraulic analysis report was submitted to ODOT and the Miami Conservancy District (MCD) for review on October 1, 2018. ODOT did not provide review comments to this submittal.

   b. Revision #1 of the hydraulic report was submitted to ODOT and MCD on February 25, 2019. ODOT did not provide review comments to this submittal.

   c. Revision #2 of the hydraulic report was submitted to ODOT and MCD on June 14, 2019. ODOT did not provide review comments on this submittal.

   d. Revision #3 of the hydraulic report was submitted to ODOT and MCD on September 6, 2019.

   e. LJB received approval of the hydraulic analysis from MCD on October 7, 2019.

   f. LJB received the ODOT District 7 hydraulic comments as well as Central Office comments that were provided to the District on October 15, 2019, on January 31, 2020.
Many of the ODOT comments contradicted the coordination efforts and report revisions that were completed by LJB and MCD.

g. LJB, City of Piqua, ODOT District 7 and MCD conducted a conference call to discuss the ODOT comments on February 25, 2020. During that call, ODOT stated that they would not accept anything other than a “no rise” condition for the hydraulics of the new bikeway bridge. The District is not aware of any ODOT-let projects that have installed a new pier or substantially increased the width of an existing pier in a floodway and have successfully met these criteria. Therefore, the City of Piqua will consider switching the letting process from ODOT-Let to Local-Let to permit an insignificant rise in the water surface elevations at the new bikeway bridge crossing.

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

Sincerely,

LJB Inc.

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

Thomas J. Laubie
Chief Administrative Officer
## Commission Agenda

Staff Report

**MEETING DATE**
April 7, 2020

**REPORT TITLE**
A Resolution amending the Agreement with LJB Inc. for the Engineering Design Services for the Great Miami River Pedestrian Bridge Project

**SUBMITTED BY**
Name & Title: Amy L. Havenar, P.E., City Engineer

Department: Engineering

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

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

**BACKGROUND**
In 2017, City Commission approved entering into an agreement with LJB Inc. for the Engineering Design Service for the Great Miami River Pedestrian Bridge Project. Since beginning the design of this project, LJB Inc. has been through multiple design reviews with the Ohio Department of Transportation regarding the hydraulic analysis of the new bridge crossing. This has resulted in additional time and money being spent on their behalf which was not anticipated at the start of this project.

This work has all been above and beyond what their original scope of services identified, however, it has been necessary to keep the project moving forward so as not to risk losing the funding we already have secured.

Please see attached Exhibit A for a detailed description of this additional work.

**BUDGETING AND FINANCIAL IMPACT**

<table>
<thead>
<tr>
<th>Budgeted $:</th>
<th>Increase contract amount by $21,720 to a total of $251,720</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expenditure $:</td>
<td>$251,720</td>
</tr>
<tr>
<td>Source of Funds:</td>
<td>Fund 103 – Street Income Tax</td>
</tr>
</tbody>
</table>

**Narrative:**
The total cost for the project Construction is estimated to be $1,465,000. The General Assembly has appropriated grant funds in the amount of $300,000 for costs associated with the construction of the GMR Trail Bridge Project. The City has also received $995,760 in Federal funds through the Miami Valley Regional Planning Commission (MVRPC) for the construction and the construction administration.

**OPTIONS**

1. Approve the resolution to amend the agreement with LJB Inc. for the additional engineering services.

2. Do not approve the resolution and do not proceed with the design services for the project and return the grant money.
<table>
<thead>
<tr>
<th>PROJECT TIMELINE</th>
<th>The design is already underway for this project. The construction is scheduled for 2023.</th>
</tr>
</thead>
<tbody>
<tr>
<td>STAFF RECOMMENDATION</td>
<td>Approval of the Resolution to allow for the amendment to the agreement with LJB Inc. for the additional design services for the Great Miami River Pedestrian Bridge Project.</td>
</tr>
<tr>
<td>REASON FOR SELECTING CONSULTANT/COMPANY</td>
<td>N/A</td>
</tr>
<tr>
<td>ATTACHMENTS</td>
<td>Exhibit A – Clarification for Additional Design Fees</td>
</tr>
</tbody>
</table>
RESOLUTION NO. R-53-20

A RESOLUTION REQUESTING AUTHORIZATION TO PURCHASE THE REAL PROPERTY AND BUILDING(S) LOCATED AT 9480 NORTH STATE ROUTE 66, PAYABLE TO TECLA A. POWELL AND ROLAND J. KELLAR, JR., IN THE AMOUNT NOT TO EXCEED $67,500

WHEREAS, the City of Piqua is responsible for the operation and maintenance of three Class I dams within the City; and

WHEREAS, it is necessary to make improvements to the Swift Run Lake Dam to maintain compliance with the Ohio Department of Natural Resources; and

WHEREAS, the purchase of the entire property located at 9480 North State Route 66 will allow the City to eliminate any potential loss should a breach occur in the spillway levee at Swift Run Lake because this property is at an elevation which is lower than Swift Run Lake.

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 is authorized to purchase said real property and building(s) located at 9480 North State Route 66 as defined in the attached Contract to Purchase Real Estate "Exhibit A";

SEC. 2: The Finance Director certifies funds are available and the City Manager is hereby authorized to pay for the said real property and building(s) located at 9480 North State Route 66 to Tecla A. Powell and Roland J. Kellar, Jr., in the amount not to exceed $67,500.

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
EXHIBIT A

CONTRACT TO PURCHASE REAL ESTATE

This Contract executed at ___________, Ohio, by and between TECLA A. POWELL, UNMARRIED and ROLAND J. KELLAR, JR. UNMARRIED, hereinafter referred to as “Sellers” and THE CITY OF PIQUA, OHIO, hereinafter referred to as “Purchaser”.

1. Sellers hereby agree to sell and convey to Purchaser for Sixty Seven Thousand Five Hundred and 00/100 Dollars ($67,500.00), the real estate described as Auditors Parcel# M40-046700 located at 9480 North State Route 66, Piqua, Ohio as more fully described in Exhibit A, attached hereto.

2. Purchaser agrees to purchase and pay said sum for the real estate at the closing of said property which shall occur on or about May 1, 2020.

3. The property shall include the land, all rights, easements and appurtenances thereunto belonging, together with all buildings and fixtures in their present condition.

4. Sellers shall convey to Purchaser or Purchaser’s nominee, a merchantable and fee simple title to the real estate described in Exhibit A by a recordable warranty/fiduciary deed, free and clear of dower rights, liens, rights to take liens, other encumbrances and assessments or improvements completed, in process, or authorized prior to closing, but subject to (a) all legal streets and highways, (b) restrictions, agreements, reservations and easements of record, (c) zoning
restrictions, (d) facts that would be revealed by an accurate survey of the premises, and (e) taxes to be paid by Purchaser.

5. TITLE INSURANCE. It is recommended that Purchaser secure either an Owner’s Title Insurance Policy or an attorney’s Certificate of Title through a Title Insurance Agent or Attorney of Purchaser’s choosing.

If the title to all or part of the premises is defective or unmerchantable, or if any part of the premises is subject to liens, encumbrances, easements, conditions or restrictions other than those excepted in this contract, Sellers shall have a reasonable time, not to exceed thirty (30) days after receipt of written notice thereof, within which to remedy or remove, at Sellers’ expense, any such defect, lien, encumbrance, easement, condition or restriction. If Sellers are unable to remedy or remove, or secure title insurance against, such defect, lien, encumbrance, easement, condition or restriction within said thirty (30) day period, then at Purchaser’s option, the parties shall be relieved of all obligations under this Agreement, and this Agreement shall be deemed null and void.

It is agreed by the parties hereto that merchantability shall be determined in accordance with the Standards of Title Examination adopted by the Ohio State Bar Association and that any matter that comes within the scope of said Standards shall not constitute a valid objection to the title provided Seller complies with the requirements of said Standards.

6. Sellers shall give possession to Purchaser at closing.
7. Taxes have been paid by Sellers up to and including those due in July, 2020. Taxes will be prorated to the date of closing in accordance with the Miami County short proration method.

8. If any of the buildings or other improvements on the premises as of the date of the acceptance of this offer are substantially damaged or destroyed prior to the delivery of the deed, Purchaser shall have the option to: (a) receive the proceeds of any insurance payable in connection therewith and fulfill this Contract, or (b) terminate this Contract.

9. Sellers agree to keep the property adequately insured against fire and extended coverage perils up to and including the date of the delivery of the deed at Sellers' sole expense.

10. PURCHASER HAS INSPECTED THE PREMISES AND ALL BUILDINGS STANDING THEREON AND IS THOROUGHLY ACQUAINTED WITH THE CONDITION OF THE SAME, THEIR CHARACTER, UTILITY AND SIZE, AND IS RELYING SOLELY UPON SUCH EXAMINATION WITH REFERENCE TO SAID ITEMS, AND PURCHASER UNDERSTANDS THAT SELLERS ARE MAKING NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE SALE OF THE ABOVE PROPERTY, AND PURCHASER ACCEPTS SAID PROPERTY, THE BUILDINGS AND IMPROVEMENTS "AS IS" WITH FULL KNOWLEDGE AND UNDERSTANDING THAT NO SUCH WARRANTIES EXIST.
11. This Contract shall be performed in accordance with the Ohio Fair Housing Law (Section 4112.02(H) of the Ohio Revised Code) and the Federal Fair Housing Law (42 U.S.C.A., Section 3601), pursuant to which it is illegal to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status, ancestry, disability or national origin; or to so discriminate in advertising the sale or rental of housing, in the finance of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

12. Purchaser shall be responsible for his closing costs. Sellers shall pay for deed preparation, transfer tax and any other expenses and fees incurred on their behalf. Sellers shall also be responsible for the cost of preparation of this contract.

13. This Contract shall become binding upon and inure to the benefit of Sellers and Purchaser and their respective executors, administrators, heirs, successors, successors in trust and assigns, and shall be deemed to contain all the terms and conditions agreed upon, there being no oral conditions, representations, warranties or agreements shall be binding upon the parties unless in writing signed by the party against whom it is sought to be enforced.
Signed this ___ day of _____________, 2020.

Tecla A. Powell, Seller

Roland J. Kellar, Jr., Seller

City of Piqua, by Gary A. Huff, City Manager
RESOLUTION NO. R-54-20

A RESOLUTION AUTHORIZING A PURCHASE ORDER
TO LEBANON FORD FOR THE PURCHASE OF TWO
FORD POLICE INTERCEPTOR UTILITY VEHICLES

WHEREAS, the City of Piqua Police Department requires the purchase of specialized police vehicles to fulfill their duties to the citizens of the City of Piqua, and;

WHEREAS, the City of Piqua has budgeted for replacement of Police cruisers, and;

WHEREAS, after an open bid #IFB #2008 and comparison to State Bid Contract #RS901620, the Piqua Police Department has determined to use State Bid Contract #RS901620 (1/10/2020) for the purchase of two new Ford Police Interceptor Utility Vehicles;

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 Lebanon Ford, Lebanon, Ohio, for Ford Police Patrol Vehicles not to exceed $63,880.00

SEC. 2: The Finance Director certifies funds are available and is hereby authorized to draw her warrant on the appropriate account of the City treasury in payment for said equipment purchase.

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

KIRIS 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 Hinds
Commissioner Cindy Pearson
Commissioner Thomas Fogt
Commissioner Chris Grissom
<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>April 7, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>Two resolutions authorizing purchase orders for two marked Police cruisers; and for the purchase and installation of specialized equipment in Police vehicles. Res. No. R-54-20 and R-55-20</td>
</tr>
</tbody>
</table>
| SUBMITTED BY | Name & Title: Thomas M. Steiner, Deputy Chief
Department: Police |
| AGENDA CLASSIFICATION | □ Ordinance  ○ Resolution |
| APPROVALS/REVIEWS | ○ City Manager  □ Asst. City Manager/Finance
□ Law Director
□ Department Director |
| BACKGROUND | As part of the ongoing strategic fleet replacement plan, the Police Department intends to purchase two new vehicles for use as marked police cruisers. IFB#2008, Exhibit A was prepared for the purchase of the two new police patrol vehicles. All required options were included in the Invitation For Bid. No bids were received for this bid request. The current State Bid Contract, #RS901620, is awarded to Lebanon Ford. A quote from Lebanon Ford for a single vehicle with the required options had a cost of $31,940.00 per vehicle and a total cost of $63,880.00. IFB#2008, Exhibit C was prepared for up-fitting the new vehicles in a substantially similar manner as previous year’s equipment up-fit. KE Rose submitted the only bid at $23,254.00. KE Rose has performed up-fit services for the department for the previous seven years, with no issues regarding workmanship or service. |
| BUDGETING AND FINANCIAL IMPACT | Budgeted $: $187,717 + $66,775 = $254,492
Expenditure $: $63,880 + $25,579 = $89,459
Source of Funds: 106-014-821-8805 Rolling Stock 106-014-821-7168 Cruiser Change-Over
Narrative: The upfit resolution includes 10% over the bid amount to cover unexpected costs. This amount is shown on the above “Expenditure” line. |
| OPTIONS | 1. Approve the resolutions to replace two older marked police vehicles and install specialized equipment needed for Patrol use.
2. Deny the resolutions, delaying annual fleet modernization.
3. 
4. |
| PROJECT TIMELINE | Vehicles would be ordered within days of the passage of the resolution. After delivery, another four to six weeks are necessary for after-market up-fitting. The after-market equipment would be ordered at the same time and available on delivery of the vehicles. |
| STAFF RECOMMENDATION | Approve the expenditures by passing these resolutions. |
| REASON FOR SELECTING CONSULTANT/COMPANY | 1. Vehicles – Use State Bid, no other bid response.
2. Up-fitting – only bid and positive history with the company. |
| ATTACHMENTS | Bid tabulation #2008 |
RESOLUTION NO. R-55-20

A RESOLUTION AUTHORIZING A PURCHASE ORDER TO
THE KE ROSE COMPANY FOR PURCHASE AND
INSTALLATION OF SPECIALIZED EQUIPMENT IN POLICE
VEHICLES

WHEREAS, the City of Piqua Police Department requires the purchase and
installation of specialized police vehicle equipment to fulfill their duties to the citizens of the
City of Piqua, and;

WHEREAS, the City of Piqua has budgeted for replacement of Police vehicle
equipment, and;

WHEREAS, the Piqua Police Department has determined for reasons of
standardization and according to open bid IFB #2008 to use the KE Rose Company for the
purchase, transfer and installation of Police vehicle equipment pursuant to PCO 34.19(C);

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 the KE Rose Company,
Huber Heights, Ohio, for purchase, transfer and installation of Police vehicle equipment not
to exceed $25,579.00.

SEC. 2: The Finance Director certifies funds are available and is hereby
authorized to draw her warrant on the appropriate account of the City treasury in payment for
said equipment purchase.

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 Hinds
Commissioner Cindy Pearson
Commissioner Thomas Fogt
Commissioner Chris Grissom
## POLICE UPFITTING REQUIREMENTS
**Bid Tabulation IFB # 2008**
**3/31/20 at 2:00 p.m.**

### EXHIBIT C

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>ITEM #</th>
<th>EACH</th>
<th>TOTAL (2 CARS)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BELOW FOR TWO MARKED 2020 FORD POLICE INTERCEPTOR UTILITY</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Whelen (or similar) LED Modules for front corner headlights</td>
<td>WIONC</td>
<td>$124.00</td>
<td>$248.00</td>
</tr>
<tr>
<td>Hideaway dual color LEDs for reverse lights (Driver-Red/White, Passenger-Blue/White)</td>
<td>Whelen YHR609 Vortex LED</td>
<td>$124.00</td>
<td>$248.00</td>
</tr>
<tr>
<td>Push surface mount LED flashers for inside rear hatch face with mercury switch (Driver-Red, Passenger-Blue)</td>
<td>Federal Micropulse Ultra</td>
<td>$124.00</td>
<td>$248.00</td>
</tr>
<tr>
<td>Setina steel Push Bumper with front facing tri-color (red/white/blue) LED, wire for steady burn with takedown.</td>
<td>BK80421TU12</td>
<td>$690.00</td>
<td>$1,380.00</td>
</tr>
<tr>
<td>Setina steel window guards</td>
<td>WDS149TU20</td>
<td>$200.00</td>
<td>$400.00</td>
</tr>
<tr>
<td>Setina rear passenger full TPO seat cover for stock belts and 12VS full rear wire mesh cargo barrier</td>
<td>QID495TU20</td>
<td>$975.00</td>
<td>$1,950.00</td>
</tr>
<tr>
<td>Setina TPO door panels. Cover existing factory door panels, pull latch and storage well.</td>
<td>DWS109TU20</td>
<td>$200.00</td>
<td>$400.00</td>
</tr>
<tr>
<td>Setina front prisoner partition transfer kits (from old cruisers)</td>
<td></td>
<td>$270.00</td>
<td>$540.00</td>
</tr>
<tr>
<td>Federal 54&quot; Valor lightbar package, with Pathfinder remote - 100/200 watt sirens and (1) ES1500 speaker and ESB-U bracket</td>
<td></td>
<td>$2,870.00</td>
<td>$5,740.00</td>
</tr>
<tr>
<td>Second ES100C 300 watt speaker, ESB-U push bumper mount.</td>
<td></td>
<td>$177.00</td>
<td>$354.00</td>
</tr>
<tr>
<td>Lund tactical console to include faceplate brackets and filler panels (Motorola AP4500 radio)</td>
<td>CF-FPIU20 VHF-FFP-UAMS</td>
<td>$570.00</td>
<td>$1,140.00</td>
</tr>
<tr>
<td>Bracket for Federal Smart Siren</td>
<td>Z250-L-4P</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Lund armrest</td>
<td>HD-ARM-VP</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Lund cup holder</td>
<td>CH8-2-EN</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Magnet mic microphone brackets (2 per vehicle)</td>
<td></td>
<td>$56.00</td>
<td>$112.00</td>
</tr>
<tr>
<td>Minimum 3 - 12v power ports on console</td>
<td></td>
<td>$28.00</td>
<td>$56.00</td>
</tr>
<tr>
<td>Innovative false floor unit with sliding electronics tray (or similar)</td>
<td>INV-FF-ELETREY-SUV-20</td>
<td>$550.00</td>
<td>$1,100.00</td>
</tr>
<tr>
<td>Power distribution module</td>
<td>PDUBS</td>
<td>$250.00</td>
<td>$500.00</td>
</tr>
<tr>
<td>Lund tablet mount</td>
<td>LUND UNVTAB3-MT-0</td>
<td>$215.00</td>
<td>$430.00</td>
</tr>
<tr>
<td>Lund Tablet lock</td>
<td>LUND SECUR-TAB</td>
<td>$155.00</td>
<td>$310.00</td>
</tr>
<tr>
<td>Tiger Tough Seat Covers</td>
<td></td>
<td>$174.00</td>
<td>$348.00</td>
</tr>
<tr>
<td>Shipping and handling for all items</td>
<td></td>
<td>$250.00</td>
<td>$500.00</td>
</tr>
<tr>
<td>Shop material for installation</td>
<td></td>
<td>$225.00</td>
<td>$450.00</td>
</tr>
</tbody>
</table>

*Number PDU circuits and provide fuse diagram

The following will be provided by Piqua PD for installation in 2 marked vehicles: Trenco anti-theft devices; TGD keyboards, Surface Pro tablets, equipment removed from old vehicles.

**Labor for installation of listed equipment** | $2,500.00 | $2,500.00 |
**Labor to remove items from existing cruiser(s)** | $3,200.00 | $3,200.00 |

### Grand total
<p>| | $14,477.00 | $23,254.00 |</p>
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| SUBMITTED BY         | Name & Title: Thomas M. Steiner, Deputy Chief  
Department: Police |
| AGENDA CLASSIFICATION| ☑️Ordinance  
☐Resolution |
| APPROVALS/REVIEWS    | ☑️City Manager  
☐Asst. City Manager/Finance  
☐Law Director  
☐Department Director |
| BACKGROUND            | As part of the ongoing strategic fleet replacement plan, the Police Department intends to purchase two new vehicles for use as marked police cruisers.  
IFB#2008, Exhibit A was prepared for the purchase of the two new police patrol vehicles. All required options were included in the Invitation For Bid. No bids were received for this bid request. The current State Bid Contract, #RS901620, is awarded to Lebanon Ford. A quote from Lebanon Ford for a single vehicle with the required options had a cost of $31,940.00 per vehicle and a total cost of $63,880.00.  
IFB#2008, Exhibit C was prepared for up-fitting the new vehicles in a substantially similar manner as previous year’s equipment up-fit. KE Rose submitted the only bid at $23,254.00. KE Rose has performed up-fit services for the department for the previous seven years, with no issues regarding workmanship or service. |
| BUDGETING AND        | Budgeted$: $187,717 + $66,775 = $254,492  
Expenditure$: $63,880 + $25,579 = $89,459  
Source of Funds: 106-014-821-8805 Rolling Stock  
106-014-821-7168 Cruiser Change-Over |
| FINANCIAL IMPACT      | Narrative: The upfit resolution includes 10% over the bid amount to cover unexpected costs. This amount is shown on the above “Expenditure” line. |
| OPTIONS               | 1. Approve the resolutions to replace two older marked police vehicles and install specialized equipment needed for Patrol use.  
2. Deny the resolutions, delaying annual fleet modernization.  
3.  
4. |
| PROJECT TIMELINE      | Vehicles would be ordered within days of the passage of the resolution. After delivery, another four to six weeks are necessary for after-market up-fitting. The after-market equipment would be ordered at the same time and available on delivery of the vehicles. |
| STAFF RECOMMENDATION  | Approve the expenditures by passing these resolutions. |
| REASON FOR SELECTING  | 1. Vehicles – Use State Bid, no other bid response.  
2. Up-fitting – only bid and positive history with the company. |
| CONSULTANT/COMPANY    | |
| ATTACHMENTS           | Bid tabulation #2008 |
RESOLUTION NO. R-56-20

A RESOLUTION APPROVING THE UNITED STATES DEPARTMENT OF AGRICULTURE RURAL BUSINESS DEVELOPMENT GRANT APPLICATION FOR PROGRAM YEAR 2020 AND AUTHORIZING THE CITY MANAGER TO SUBMIT THE APPLICATION TO THE UNITED STATES DEPARTMENT OF AGRICULTURE

WHEREAS, the City of Piqua is a unit of local government that possesses the legal authority to apply for United States Department of Agriculture (USDA) Rural Business Development Grant Funds; and,

WHEREAS, the City of Piqua has rural business development needs that can be improved and alleviated with this assistance; and,

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

SEC. 1: The Program Year 2020 United States Department of Agriculture Rural Business Development Grant application is hereby approved and the City Manager is hereby authorized and directed to submit the City’s program application to the United States Department of Agriculture, including all understandings and assurances therein.

SEC. 2: The City Manager is authorized to be the designate agent of the program in connection with the USDA application and is authorized to execute all agreements in conjunction with the Program Year 2020 USDA Program.

SEC. 3: This Resolution shall take effect and be in force from 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 Thomas Fogt
Commissioner Cindy Pearson
Commissioner Kathryn B. Hinds
Commissioner Chris Grissom
| MEETING DATE | April 7, 2020 |
| REPORT TITLE | A RESOLUTION REQUESTING AUTHORIZATION FOR THE CITY MANAGER TO SUBMIT AN APPLICATION TO THE UNITED STATES DEPARTMENT OF AGRICULTURE (USDA) FOR PROGRAM YEAR 2020 FOR THE RURAL BUSINESS DEVELOPMENT GRANT (RBDG) PROGRAM. |
| SUBMITTED BY | Janel Ranly, Development Program Manager |
| Development Department |
| AGENDA CLASSIFICATION | ☑ Resolution |
| ☐ Consent | ☐ Ordinance | ☐ Regular |
| APPROVALS/REVIEWS | ☑ City Manager | ☑ Asst. City Manager/Finance |
| ☑ Development Director | ☐ Planning Commission |
| BACKGROUND (Description, background, justification) | The City of Piqua is eligible to submit a grant application to USDA for the Rural Business Development Grant Program, under the Business Enterprise Project guidelines. These projects can include, but are not limited to: |
| • Acquisition/Development of Land |
| • Construction, Conversion, Enlargement, Repairs of Access Streets, Roads, and Parking Areas |
| Projects submitted under Business Enterprise Projects must assist small and emerging business enterprises. |
| BUDGET/FINANCIAL IMPACT (Project costs and funding sources) | Budgeted $: $ 275,000 |
| Expenditure $: $ |
| Source of Funds: Local Sources: $125,000 |
| USDA Rural Business Development Grant: $150,000 |
| Narrative: Approving the resolution will allow for the acquisition, construction, and development of parking to increase public parking in the central business district for current businesses and future private investment. |
| OPTIONS (Include deny/approval option) | 1. Pass the resolution to authorize the grant application. |
| 2. Deny the resolution to reject the grant application. |
| PROJECT TIMELINE | Performance Period: October 1, 2020 through September 30, 2021 |
| STAFF RECOMMENDATION | Approve the proposed resolution |
| ATTACHMENTS | Resolution |