

A G E N D A
PIQUA CITY COMMISSION
MONDAY, JUNE 1, 2009
7:30 P.M.
201 WEST WATER STREET
PIQUA, OHIO 45356

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PROCLAMATION – Recognition of the Birthday of the U.S. Army-Army Representative

REGULAR CITY COMMISSION MEETING

- | | | |
|----|-----------------------------------|--|
| 1. | <u>APPROVAL OF MINUTES</u> | Approval of the minutes from the May 18, 2009
Regular City Commission Meeting |
| 2. | <u>RES. NO. R-44-09</u> | A Resolution awarding a contract for the purchase
of a Mini-Digger Derrick for the Power System |
| 3. | <u>RES. NO. R-45-09</u> | A Resolution approving the fiscal year 2009 Formula
Allocation program application |
| 4. | <u>RES. NO. R-46-09</u> | A Resolution authorizing the City Manager to enter
into a Lease Agreement to permit the usage of a
portion of Fountain Park, Hardman Field and Hance
Pavilion to the Piqua Fourth of July Association |
| 5. | <u>RES. NO. R-47-09</u> | A Resolution awarding a contract for the Riverside
Drive – Phase I Reconstruction Project to Star-Ex, Inc. |
| 6. | <u>RES. NO. R-48-09</u> | A Resolution authorizing the City Manager to enter
into an agreement with the Miami County Board of
Commissioners for the bidding and construction
phase of the Fletcher Sanitary Sewer project |

OTHER:

- Monthly Reports – April 2009

ADJOURN

**MINUTES
PIQUA CITY COMMISSION
May 18, 2009
7:30 P.M.**

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

Presentation of Award

Comprehensive Annual Financial Report Award from State Auditor Mary Taylor

Dave Landon, a representative of the State Auditor's Office, read and presented the award to Finance Director Cynthia Holtzapple.

Mrs. Holtzapple thanked Mr. Landon for the award and thanked all the Commissioners, City Manager Enderle, Department Heads, and city employees for their support and dedication to the goals of the Finance Department. Mrs. Holtzapple stated she wanted to especially thank the Finance Office Staff: Lisa, Robin, Mike, Kim, Candi, Stacy, and Bev. "Without them this would not have been possible. They are truly dedicated individuals and the pursuit of accounting and financial excellence is always in their thoughts", said Mrs. Holtzapple.

REGULAR CITY COMMISSION MEETING

APPROVAL OF MINUTES

Moved by Commissioner Terry, seconded by Commissioner Fess, that the minutes of the May 4, 2009 Regular City Commission Meeting be approved. Voice vote, Aye: Terry, Vogt, Martin, Hudson, and Fess. Nay: None. Motion carried unanimously.

ORD. NO. 3-09
(3rd Reading)

An Ordinance enacting and adopting a supplement to the Code of Ordinances for the City of Piqua

Public Comment

No one came forward to speak for or against Ordinance No. 3-09.

Moved by Commissioner Terry, seconded by Commissioner Vogt, that Ordinance No. 3-09 be adopted. Voice vote, Aye: Hudson, Martin, Fess, Vogt, and Terry. Nay: None. Motion carried unanimously. Mayor Hudson then declared Ordinance No. 3-09 adopted.

ORD. NO. 5-09
(1st Reading)

An Ordinance amending Section 154.005 and Section 154.126 of the Piqua Code, relating to the temporary use of land, a building, or a premises

City Planner, Chris Schmiesing, gave a brief overview of the changes in the code sections and the reason behind the changes. Mr. Schmiesing

Mr. Schmiesing introduced two members of the Planning Commission in attendance, Jean Franz and Chairman Mark Spoltman.

Planning Commission Chairman, Mark Spoltman spoke on behalf of the Planning Commission, stating this is to close a hole in the code that came up about a month ago. Mr. Spoltman further stated within two weeks there was a proposal given to the Planning Commission at a Special Meeting for review, and most notably was the use of the POD units. This was reviewed and the language was changed to reflect the use of the industrial storage facilities on a temporary basis.

There was discussion on various sections of the code including the start and end dates for temporary use permits, can permit times be extended if needed, and the type of wheelchair ramp that would require a temporary use permit, and would this address the temporary use such as the shaved ice stand on Covington Avenue. Mr. Schmiesing addressed all the questions.

Planning Commission member Jean Franz, stated a lot of thought and discussion was put in to the changes recommended by the Planning Commission members before bringing it to the City Commission for adoption. Mrs. Franz urged the Commissioners to adopt Ordinance No. 5-09.

Public Comment

No one came forward to speak for or against Ordinance No. 5-09.

Moved by Commissioner Vogt, seconded by Commissioner Martin, that the rule requiring Ordinance No. 5-09 be read fully and distinctly on three separate days be suspended. Voice vote, Aye: Martin, Hudson, Vogt, Terry, and Fess. Nay: None.

Moved by Commissioner Fess, seconded by Commissioner Martin, that Ordinance No. 5-09 be adopted. Voice vote, Aye: Hudson, Terry, Fess, Martin, and Vogt. Nay: None. Mayor Hudson then declared Ordinance No. 5-09 adopted.

RES. NO. R-40-09

A Resolution approving a contract extension with Miami County to maintain certain radios and computer equipment

There was discussion the type of radios to be used, updates that may be needed to existing radios, and the possibility for the need to purchase radios down the road.

Public Comment

No one came forward to speak for or against Resolution No. 40-09.

Moved by Commissioner Vogt, seconded by Commissioner Terry, that Resolution No. R-40-09 be adopted. Roll call, Aye: Fess, Vogt, Martin, Terry, and Hudson. Nay: None. Motion carried unanimously. Mayor Hudson then declared Resolution No. R-40-09 adopted.

RES. NO. 41-09

A Resolution appointing a member to the Board of Zoning Appeals as the Planning Commission Representative

Public Comment

No one came forward to speak for or against Resolution No. R-41-09.

Moved by Commissioner Fess, seconded by Commissioner Vogt, that Resolution No. R-41-09 be adopted. Voice vote, Aye: Fess, Martin, Terry, Vogt and Hudson. Nay: None. Motion carried unanimously. Mayor Hudson then declared Resolution No. R-41-09 adopted.

RES. No. R-42-09

A Resolution entering into a programmatic agreement with the Ohio Historic Preservation Office for the administration of programs funded by the United States Department of Housing & Urban Development

Community Development Director gave a brief overview of the need for Resolution No. R-42-09, and how it benefits the City of Piqua.

Public Comment

No one came forward to speak for or against Resolution No. R-42-09.

Moved by Commissioner Fess, seconded by Commissioner Vogt, that Resolution No. R-42-09 be adopted. Voice vote, Aye: Hudson, Vogt, Martin, Fess, and Terry. Nay. None. Motion carried unanimously. Mayor Hudson declared Resolution No. R-42-09 adopted.

RES. NO. R-43-09

A Resolution authorizing the City Manager to enter into an agreement with the Regional Air Pollution Control Agency (RAPC) for Air Pollution Control Services, to adopt Air Pollution Control Regulations

Health & Sanitation Director, Amy Welker, gave a brief overview of the need for the agreement with Regional Air Pollution Control Agency for air pollution control in the City of Piqua. Also the need to update the air pollution regulations was explained.

Public Comment

No one came forward to speak for or against Resolution No. R-43-09.

Moved by Commissioner Martin, seconded by Commissioner Vogt, that Resolution No. R-43-09 be adopted. Roll call, Aye: Terry, Hudson, Fess, Vogt, and Martin. Nay, None. Motion carried unanimously. Mayor Hudson then declared Resolution No. R-43-09 adopted.

Public Comment

Lloyd Smith, Washington Road, came forward to ask if something could possibly be done about the empty field behind his home that has very high weeds. Commissioner Fess stated she had driven out to the see the field in question. City Manager Enderle stated he would look into it for him.

Commissioner Vogt stated he attended the Taste of the Arts held in downtown Piqua on May 15th and commended Lorna Swisher and her committees on a job well done.

Commissioner Vogt stated he attended the Memorial Service for former Mayor/City Commissioner Robert DeBrosse, and extended his condolences to the family.

The annual Car Show will be held on August 1, 2009 at the Roadside Park on Rt. 66, with the grand prize this year of \$500 cash, said Commissioner Vogt.

Commissioner Vogt stated he has driven around the city and has seen a lot of debris just lying around, and reminded citizens to call the Health Department for extra pickup if needed. The City of Piqua will not have their annual cleanup this year, but the city has unlimited pickup service on a weekly basis, said Commissioner Vogt.

Commissioner Vogt commented on the letter to the editor recently in the Piqua Daily Call on the request for stimulus funds, and asked if someone could explain the process. City Manager Enderle gave a brief overview on how the stimulus funds were applied for.

Commissioner Martin inquired as to the status of the Street Department positions being filled. City Manager Enderle explained what has happened so far with the transfer of people from other departments, and the need to interview for the positions that are available after all the transferring is completed.

Commissioner Martin inquired as to the status of the Piqua Bike Path going south, and when it would be completed. City Manager Enderle explained.

Commissioner Fess stated she is really excited about the information that is coming back from the Charter Review Committee and the work they are doing.

Commissioner Fess congratulated Tom Westfall on being named Teacher of the Year at Piqua High School.

Commissioner Terry voiced her concern about the number of mopeds and the uneven pavement along the curbs where they ride, the need for street sweeping, and the possible repair of the potholes. City Manager Enderle stated he has a meeting set up next week with the Street Superintendent to put together a paving plan and go over street sweeping schedule.

Mayor Hudson offered his condolences to the family of former Mayor/Commissioner Robert DeBrosse.

Mayor Hudson stated the William McCulloch Public Square Dedication is scheduled for July 2, 2009 at 6:30 P.M. and invited citizens to attend.

Mayor Hudson inquired as to the status of the old Piqua Memorial Hospital demolition site cleanup.

City Planner, Chris Schmiesing, gave a brief overview on the project, citing there are three phases to the cleanup and Phase One has been completed, Phase Two should be completed by mid July, and Phase Three should then take only about 30-60 days to complete. There was discussion of the possibility of reuse of the facility, and what steps would be taken if the cleanup were not completed.

Mayor Hudson asked if a new Economic Development Director had been chosen yet. City Manager Enderle stated they are getting closer to making an offer for the position, citing they have conducted several interviews but have not made a decision yet.

Mayor Hudson invited citizens to attend the Annual Memorial Day Parade on May 25th, and to attend the dedication of the Samuel F. Pearson Highway following the parade.

Moved by Commissioner Vogt, seconded by Commissioner Martin to adjourn into Executive Session at 8:31 P.M. Roll call: Aye, Vogt, Martin, Terry, Hudson, and Fess. Nay, None. Motion carried unanimously.

EXECUTIVE SESSION

Move into executive Session to prepare for and review negotiations on compensation or other terms and conditions of employment for City personnel.

Moved by Commissioner Fess, seconded by Commissioner Martin, to adjourn from the Piqua City Commission Executive Session at 9:35 P.M. Voice vote, Aye: Vogt, Martin, Hudson, Terry, and Fess. Nay: None. Motion carried unanimously.

THOMAS D. HUDSON, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

RESOLUTION NO. R-44-09

**A RESOLUTION AWARDDING A CONTRACT
FOR THE PURCHASE OF A MINI-DIGGER DERRICK
FOR THE POWER SYSTEM**

WHEREAS, the present operations of the City require the purchase of a mini-digger derrick for the Power System; and

WHEREAS, the 2009 budget includes funds for the purchase of the mini-digger derrick; and

WHEREAS, in the sound judgment of the City Manager, the purchase of a mini-digger derrick to maintain electric facilities would be in the best interest of the City; and;

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

SEC. 1: A contract for said mini-digger derrick is hereby awarded to Dueco, Inc. as the lowest, responsible bidder and the City Manager is hereby authorized to execute a contract with said bidder pursuant to contract specifications;

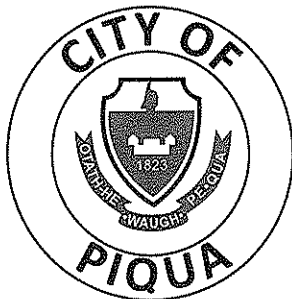
SEC. 2: The Finance Director is hereby authorized to draw her warrants from time to time on the appropriate account of the City treasury in payment according to contract terms, not exceeding a total of \$132,500.00;

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

THOMAS D. HUDSON, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



FINANCE DEPARTMENT

Beverly M. Yount – Purchasing Analyst
201 West Water Street • Piqua, Ohio 45356
(937) 778-4002 • FAX: (937) 778-1130
E-mail: byount@piquaoh.org

MEMORANDUM

TO: Frederick E. Enderle, City Manager
FROM: Beverly M. Yount, Purchasing Analyst *Bmy*
RE: Mini Digger Derrick Purchase IFB # 9012

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The above mentioned purchase has been included in the Power System budget for 2009 in the amount of \$135,000.00. We have included all of the manufacturers of this equipment on our bidder's list, a copy is attached for your reference. I am asking for your permission to utilize the exception stated in §34.19 Section (E) of our City Charter. It reads as follows: "In the sound judgment of the Purchasing Agent, subject to approval of the City Manager, advertisement for bids for any specific purchase would not be of any material benefit to the city." In this instance, since there are no other available vendors, we are electing not to advertise this purchase in the newspaper. I will; however, still post the bid package on our website so the community will be aware of the city's intent to purchase.

If you have any questions, please feel free to contact me.

Approved: _____

Frederick E. Enderle
Frederick E. Enderle, City Manager

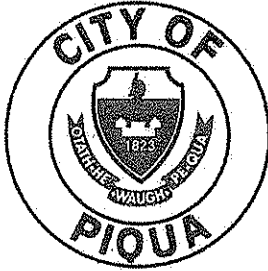
**Approved Bidder's List
City of Piqua
Mini Digger Derrick
April 18, 2009**

Altec Industries, Inc.
5201 West 84th Street
Indianapolis, IN 46268
ATTN: Sky Kosobud, Account Manager
Telephone: (317) 872-3460
Facsimile: (317) 872-2531

NESCO Sales & Rentals
3112 East State Road 124
Bluffton, IN 46714
ATTN: Bob Brumley, Sales Representative
Telephone: (260) 824-6340
Facsimile: (260) 824-6350

Skylift
3000 Leavitt Road
Unit 6, Suite A
Lorain, OH 44052
ATTN: George Wojnowski, Sales
Telephone: (440) 960-2100
Facsimile: (440) 960-2104

Versalift East, Inc.
2706 Brodhead Road
Bethlehem, PA 18020
ATTN: Greg Fraumann, Sales
Telephone: (610) 866-1400
Facsimile: (610) 819-0039



POWER SYSTEM

123 Bridge Street • Piqua, Ohio 45356
(937) 778-2077 • FAX (937) 773-7277

MEMORANDUM

DATE: May 18, 2009

TO: Piqua Energy Board Members
Fred Enderle, City Manager

SUBJECT: Mini-Digger Derrick Purchase

Over the past year the Power System has evaluated the use of a backyard mini-digger derrick to maintain electric facilities located in areas where truck access is not practical. Many of the mature neighborhoods in Piqua have fenced yards which makes access with conventional equipment nearly impossible. Even if access is available, yards, driveways, sidewalks and landscaping can be significantly damaged in even the most optimal weather conditions.

Bids were received on May 1, 2009 for the purchase of a mini-digger derrick. The Power System requires a unit with the capability to set up to a 60' class 2 utility pole. It must also be able to work the top of a 50' pole energized at 15 kV. The attached bid tabulation summarizes the bids received. The Skylift Super 5000 and the SDP EZ Hauler 4100 were the only units that met the minimum working height requirement. Both of these units have been utilized by Power System personnel to complete challenging jobs and both are very capable machines. However, the Skylift is not only a less costly machine, but it also offers a transformer jib option that will significantly improve our efficiency and safety in the field. In addition, the Skylift unit offers three additional feet of working height and 900 lbs. more lifting capacity.

Skylift, Inc. is located in Lorain, Ohio and is one of the leading manufacturers of backyard mini-digger derricks. Skylift is a full-service designer and manufacturer of specialty equipment for the electric utility industry and has delivered over 500 mini-digger derricks. Dueco, Inc., located in Waukesha, Wisconsin is the sales distributor for Skylift.

The Power System requests authorization to purchase the Skylift Super 5000 Mini-Digger Derrick with required options from Dueco, Inc. at a not to exceed cost of \$132,500.00. \$135,000.00 has been included in the 2009 Power System budget to cover this expenditure.

Edward K. Krieger
Power System Director



Mini Digger-Derrick Bid Results (IFB-9012)

Bidder	Mfg. & Model	Meets Min. Working Height	Transformer Jib		Total Price	Lifting Capacity	Warranty	Service Locations
			Base Price	Option				
Dueco, Inc. N4 W22610 Bluemound Rd. Waukesha, WI 53186	Skylift Super 5000	Yes - 47'	\$125,945.00	\$4,750.00	\$130,695.00	5,000 lbs	1 Year	Medina, OH Bourbon, IN Lorain, OH
Nesco LLC 3112 E. State Rte 124 Bluffton, IN 46714	SDP EZ Hauler 4100	Yes - 44'	\$128,328.24	Not Available		4,100 lbs	1 Year	Bluffton, IN
Versalift East, Inc. 2706 Brodhead Rd. Bethlehem, PA 18020	Pitman Tiger G2	No - 40'						
Altec Industries, Inc. 5201 West 84th Street Indianapolis, IN 46268	No Bid							

RESOLUTION NO. R-45-09

**A RESOLUTION APPROVING THE FISCAL YEAR 2009 FORMULA
ALLOCATION PROGRAM APPLICATION**

WHEREAS, the City of Piqua is a unit of government that possesses the legal authority to apply for Small Cities Community Development Block Grant funds available through the Ohio Department of Development, under the Federal Housing and Community Development Act of 1974, as amended; and

WHEREAS, the City of Piqua has housing and community 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, the majority of all members elected thereto concurring that:

SEC. 1. This FY 2009 CDBG Formula Allocation Program application is hereby approved and the City Manager is hereby authorized and directed to submit the City's program application to the Ohio Department of Development, including all understandings and assurances therein.

SEC. 2. The City Manager is authorized to be the designated agent of the program in connection with the application and is authorized to execute all agreements in conjunction with the FY 2009 Program.

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

THOMAS D. HUDSON, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J.COOL



DEVELOPMENT OFFICE

William Lutz – Development Program Manager
201 West Water Street • Piqua, Ohio 45356
(937) 778-2062 • FAX (937) 778-0809
E-Mail: blutz@piquaoh.org
Web: <http://www.piquaoh.org>

To: Fred Enderle, City Manager

From: Bill Lutz, Development Program Manager

Date: May 22, 2009

Subj.: CDBG Formula Program – FY 2009

Fred:

The City of Piqua has been informed that it will receive \$104,000 from the Ohio Department of Development through the Community Development Block Grant Program. This program is designed to provide benefits to low to moderate income neighborhoods in the community.

For this year's proposed project is the rehabilitation of the Mote Park Community Center. After lengthy discussions with members of city staff, the Mote Park Community Center Rehabilitation Project was seen to have the most merit and best fit for the Community Development Block Grant funds. In coordinating this project with Rob Stanford, here is the budget for this grant program:

- \$50,000 – Boiler system replacement
- \$12,900 – Kitchen and restroom improvements
- \$12,000 – Window replacement
- \$10,500 – Door replacement
- \$15,600 – Administrative Reimbursement (Maximum amount allowed by grant program)
- \$ 3,000 – Fair Housing (Required by grant program)

\$104,000 – Total Program Budget

A public hearing on this grant program will be held on May 28th.

If you have any further comments or questions, please do not hesitate to contact me.

Sincerely,

Bill Lutz
Development Program Manager

RESOLUTION NO. R-46-09

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO A LEASE AGREEMENT TO PERMIT
THE USAGE OF A PORTION OF FOUNTAIN PARK,
HARDMAN FIELD AND HANCE PAVILION TO THE
PIQUA FOURTH OF JULY ASSOCIATION**

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

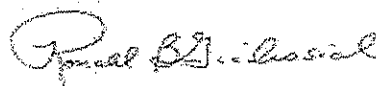
SEC. 1: The City Manager is hereby authorized to permit the Piqua Fourth of July Association for July 4, 2009 to use Hance Pavilion, Hardman Field, the Fountain Park volleyball courts and that part of Fountain Park between (and including) the hardball diamond and the dining hall, upon the condition that the Piqua Fourth of July Association obtains liability insurance satisfactory to the City Manager at a minimum coverage of \$1,000,000. The rental fee for this lease shall be \$1.00 and other valuable consideration.

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

THOMAS D. HUDSON, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

ACORD TM	CERTIFICATE OF INSURANCE	ISSUE DATE 05/12/2009				
PRODUCER MCGRIFF, SEIBELS & WILLIAMS, INC. P.O. Box 10265 Birmingham, AL 35202 800-476-2211	This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.					
	COMPANIES AFFORDING COVERAGE					
	Company A United States Fire Insurance					
INSURED S. Vitale Pyrotechnic Industries, Inc. dba Pyrotecnico P.O. Box 149 New Castle, PA 16103	Company B James River Insurance Company					
	Company C Westchester Surplus Lines Ins					
	Company D					
	Company E					
This is to certify that the policies of insurance described herein have been issued to the Insured named herein for the policy period indicated. Notwithstanding any requirement, term or condition of contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, conditions and exclusions of such policies. Limits shown may have been reduced by paid claims.						
CO LT	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE EXPIRATION	LIMITS OF LIABILITY		
B	GENERAL LIABILITY ☒ Commercial General Liability ☐ Claims Made ☒ Occurrence ☐ Owners' and Contractors' Protection ☒ Per Project Cap \$2,000,000 Gen Agg ☐ General Aggregate Limit applies per: ☒ Policy ☐ Project ☐ Location	000292601	01/14/2009 01/14/2010	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE \$ 100,000 MEDICAL EXPENSE \$ EXCLUDED PERS. AND ADVERTISING INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS AND COMP. OPER. AGG. \$ 2,000,000		
A	AUTOMOBILE LIABILITY ☒ Any Automobile ☐ All Owned Automobiles ☐ Scheduled Automobiles ☐ Hired Automobiles ☐ Non-owned Automobiles ☐	1337272101	01/14/2009 01/14/2010	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMPREHENSIVE \$1000 deductible COLLISION \$1000 deductible		
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY			WC Statutory Limit Other \$ EL EACH ACCIDENT \$ EL DISEASE (Each employee) \$ EL DISEASE (Policy Limit) \$		
B	EXCESS LIABILITY ☒ Occurrence ☐ Claims Made	000296261	01/14/2009 01/14/2010	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000		
C	EXCESS UMBRELLA COVERAGE	G22054752002	01/14/2009 01/14/2010	Excess of Underlying \$4, Million \$ 5,000,000 \$ \$ \$ \$		
Fireworks Display Date: July 4, 2009 Location: Piqua, Ohio The City of Piqua, Ohio, its elected and appointed officials, all employees, agents, volunteers, all boards, commissions and/or authorities and board members including employees, agents and volunteers thereof. The Piqua Fourth of July Association, its officers and directors, all members and volunteers. The above listed are Additional Insured respects to General Liability policy as required by written contract subject to policy terms, conditions and exclusions.						
CERTIFICATE HOLDER Piqua Fourth of July Association 1804 Carlyle Drive Piqua, OH 45356				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.		
				Authorized Representative 		
				Certificate ID # 13S8HHXJ		

RESOLUTION NO. R-47-09

**A RESOLUTION AWARDDING A CONTRACT
FOR THE RIVERSIDE DRIVE – PHASE I
RECONSTRUCTION PROJECT TO STAR-EX. INC.**

WHEREAS, on January 5, 2009, this Commission passed Resolution No. R-2-09 authorizing the City Purchasing Analyst to advertise for bids, according to law, for the Riverside Drive – Phase I Reconstruction 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 with Star-Ex. Inc. as the lowest, responsible bidder for said project is hereby approved and the City Manager is hereby authorized to execute a contract with said bidder pursuant to contract specifications;

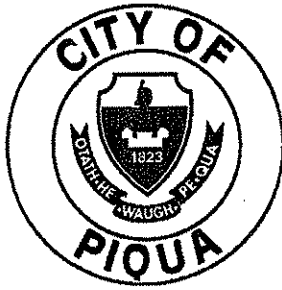
SEC. 2: The Finance Director is hereby authorized to draw her warrants from time to time on the appropriate account of the city treasury in payment according to contract terms, not exceeding a total of \$1,450,000;

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

THOMAS D. HUDSON, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



ENGINEERING DEPARTMENT

Amy L. Havenar, P.E. – City Engineer
201 West Water Street • Piqua, Ohio 45356
(937) 778-2044 • FAX (937) 778-5165
E-Mail: ahavenar@piquaoh.org

May 26, 2009

MEMORANDUM

TO: Frederick E. Enderle, City Manager

RE: **REQUEST FOR CITY COMMISSION AUTHORIZATION
TO AWARD A CONTRACT TO STAR-EX. INC.
FOR THE RIVERSIDE DRIVE – PHASE I RECONSTRUCTION PROJECT
TOTAL COST NOT TO EXCEED \$1,450,000**

On Thursday, May 14, 2009, ten bids were received for the above referenced project. A tabulation of bids received are as shown below:

CONTRACTOR	BASE BID TOTAL
Star-Ex. Inc. Covington, Ohio	\$1,305,830.34
Finrock Construction Co. Covington, Ohio	\$1,420,000.00
Kinnison Excavating, Inc. Piqua, Ohio	\$1,604,110.00
L.J. DeWeese Company, Inc. Tipp City, Ohio	\$1,626,469.38
Demmy Construction, Inc. Springfield, Ohio	\$1,647,138.29
Arcon Builders, LTD. Arcanum, Ohio	\$1,684,912.55
Sunesis Construction West Chester, Ohio	\$1,717,211.77
R.B. Jergens Contractors, Inc. Vandalia, Ohio	\$1,736,617.47
Barrett Paving Materials, Inc. Dayton, Ohio	\$1,858,287.80
Trucco Construction Deleware, Ohio	\$1,943,596.20



The 2009 budget approved a total of \$1,600,000 for this work, including \$400,000 Issue 2 funding from the Ohio Public Works Commission (OPWC).

A public meeting was held on April 22, 2009 for all property owners.

While Star-Ex. Inc. has not completed any public works related projects within the City of Piqua for a number of years, they are currently working on a street reconstruction project for the City of Tipp City, have recently completed street reconstruction work for the City of Troy and utility work for the Miami County Sanitary Engineer. A complete reference check indicates that Star-Ex. Inc. is capable of satisfactorily completing the Riverside Drive - Phase I Reconstruction project.

The request for authorization includes approximately 10% contingency for items of work which may be required which are not included in the original plans and specifications. The engineer's estimate was \$1,875,000.

The itemized bid tabulation is available on the city's web site under "Bid Information." Please let me know if you have any questions pertaining to this matter.

Respectfully submitted,

A handwritten signature in cursive script that reads "Amy L. Havenar".

Amy L. Havenar, P.E.

c: Doug Harter, Street Superintendent
Dave Burtner, Wastewater Superintendent
Ron Klima, Water System Superintendent
Ed Krieger, Interim Power System Director

EXHIBIT "A"

Riverside Drive Reconstruction - Phase I				Star-Ex, Inc.				Finrock Construction Co.				Kimbrell Excavating				L.J. Dwyer & Company, Inc.			
City of Piquette				1600 Main Drive				301 Adams Street				2076 Cleveland Road				3810 Tipp Cokesville Road			
BID Tabulation - May 14, 2009				Covington, OH 45318				Covington, OH 45318				Piquette, Ohio 45369				Tipp City, Ohio 45371			
Est. No.	Item No.	Qty.	Unit	Unit Material	Unit Labor	Unit Cost	Total Cost	Unit Material	Unit Labor	Unit Cost	Total Cost	Unit Material	Unit Labor	Unit Cost	Total Cost	Unit Material	Unit Labor	Unit Cost	Total Cost
1	201	3	Each	\$38.00	\$105.90	\$144.90	\$434.70	\$0.00	\$412.00	\$412.00	\$1,236.00	\$150.00	\$150.00	\$500.00	\$800.00	\$85.00	\$165.00	\$250.00	\$750.00
2	201	6	Each	\$40.60	\$177.65	\$789.25	\$2,797.25	\$0.00	\$510.00	\$510.00	\$2,550.00	\$200.00	\$200.00	\$400.00	\$2,000.00	\$100.00	\$500.00	\$900.00	\$5,500.00
3	201	1	Each	\$53.40	\$1,078.00	\$1,131.40	\$3,070.00	\$0.00	\$940.00	\$940.00	\$940.00	\$300.00	\$300.00	\$600.00	\$600.00	\$100.00	\$600.00	\$700.00	\$1,400.00
4	201	2	Each	\$215.60	\$1,325.40	\$1,541.00	\$3,395.20	\$0.00	\$1,550.00	\$1,550.00	\$3,100.00	\$400.00	\$400.00	\$800.00	\$1,600.00	\$0.00	\$0.00	\$0.00	\$5,500.00
5	202	22,388	S.F.	\$0.00	\$0.15	\$3.36	\$75.12	\$0.00	\$1.00	\$1.00	\$22.88	\$0.25	\$0.25	\$0.75	\$16.78	\$0.05	\$0.20	\$0.70	\$3,538.10
6	202	5,043	L.F.	\$0.00	\$0.80	\$4.03	\$4,032.00	\$0.00	\$4.00	\$4.00	\$20,172.00	\$1.00	\$1.00	\$2.00	\$10,086.00	\$0.10	\$0.60	\$0.70	\$3,538.10
7	202	1,802	L.F.	\$0.00	\$0.80	\$1.44	\$1,296.00	\$0.00	\$6.50	\$6.50	\$11,775.00	\$1.00	\$1.00	\$2.00	\$10,086.00	\$0.10	\$0.60	\$0.70	\$3,538.10
8	202	1	Lump	\$7,045.40	\$17,249.80	\$24,295.20	\$24,295.20	\$0.00	\$18,179.00	\$18,179.00	\$18,179.00	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$0.00	\$151,045.00
9	202	3,399	L.F.	\$2.30	\$3.80	\$12.91	\$43,435.00	\$5.00	\$8.00	\$13.00	\$43,435.00	\$5.00	\$5.00	\$10.00	\$43,435.00	\$4.00	\$4.00	\$8.00	\$27,228.75
10	202	3,975	L.F.	\$2.30	\$3.80	\$15.10	\$59,955.00	\$5.00	\$8.00	\$13.00	\$59,955.00	\$5.00	\$5.00	\$10.00	\$59,955.00	\$4.00	\$4.00	\$8.00	\$27,228.75
11	202	8,950	C.Y.	\$0.00	\$6.30	\$56.69	\$505,635.00	\$0.00	\$0.25	\$0.25	\$2,237.50	\$0.00	\$0.00	\$0.00	\$0.00	\$1.00	\$7.00	\$8.00	\$71,600.00
12	202	17,940	S.Y.	\$0.00	\$0.55	\$9.87	\$167,118.00	\$0.00	\$0.25	\$0.25	\$4,485.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.00	\$7.00	\$8.00	\$71,600.00
13	204	300	C.Y.	\$16.20	\$3.70	\$60.54	\$1,980.00	\$13.00	\$2.00	\$15.00	\$4,500.00	\$15.00	\$20.00	\$35.00	\$10,500.00	\$18.00	\$9.00	\$25.00	\$7,500.00
14	204	500	S.Y.	\$7.20	\$0.30	\$1.44	\$720.00	\$2.50	\$2.50	\$5.00	\$2,500.00	\$4.00	\$1.00	\$5.00	\$2,000.00	\$4.00	\$1.50	\$5.50	\$2,500.00
15	201	500	S.Y.	\$27.16	\$68.15	\$34,075.00	\$34,075.00	\$50.00	\$102.00	\$152.00	\$76,100.00	\$70.00	\$30.00	\$100.00	\$210,000.00	\$18.00	\$6.00	\$24.00	\$84,435.00
16	204	2,888	C.Y.	\$13.75	\$7.05	\$20.29	\$46,435.00	\$11.00	\$2.00	\$13.00	\$38,100.00	\$16.00	\$6.00	\$22.00	\$66,435.00	\$18.00	\$6.00	\$24.00	\$84,435.00
17	203	1,559	Gal.	\$1.80	\$0.40	\$0.72	\$1,125.00	\$1.00	\$2.00	\$3.00	\$4,680.00	\$1.00	\$0.50	\$1.50	\$2,385.00	\$1.50	\$0.55	\$2.05	\$3,165.00
18	202	8,222	Gal.	\$2.55	\$0.70	\$1.79	\$14,811.00	\$1.00	\$2.00	\$3.00	\$24,846.00	\$2.00	\$0.95	\$2.95	\$24,396.00	\$2.50	\$0.84	\$3.34	\$27,814.88
19	411	9	C.Y.	\$20.00	\$3.50	\$70.50	\$634.50	\$11.00	\$5.00	\$16.00	\$176.00	\$15.00	\$16.00	\$31.00	\$336.00	\$25.00	\$85.00	\$110.00	\$360.00
20	448	648.5	C.Y.	\$31.35	\$76.65	\$49,800.00	\$49,800.00	\$52.00	\$112.00	\$164.00	\$106,440.00	\$100.00	\$20.00	\$120.00	\$12,600.00	\$70.00	\$42.00	\$112.00	\$12,600.00
21	448	18.3	C.Y.	\$50.80	\$218.10	\$4,000.00	\$4,000.00	\$60.00	\$140.00	\$200.00	\$2,940.00	\$100.00	\$75.00	\$175.00	\$2,625.00	\$70.00	\$105.00	\$175.00	\$2,625.00
22	448	849.5	C.Y.	\$34.35	\$70.70	\$60,000.00	\$60,000.00	\$50.00	\$110.00	\$160.00	\$138,000.00	\$100.00	\$15.00	\$115.00	\$97,500.00	\$70.00	\$40.00	\$110.00	\$97,500.00
23	452	585.4	S.Y.	\$18.40	\$32.40	\$19,176.00	\$19,176.00	\$20.00	\$45.00	\$65.00	\$40,500.00	\$15.00	\$30.00	\$45.00	\$27,000.00	\$15.00	\$30.00	\$45.00	\$27,000.00
24	503	200	L.F.	\$5.45	\$14.55	\$2,910.00	\$2,910.00	\$8.00	\$18.00	\$26.00	\$5,200.00	\$5.00	\$5.00	\$10.00	\$1,000.00	\$7.00	\$15.00	\$22.00	\$4,400.00
25	503	1,116	L.F.	\$13.05	\$10.55	\$11,775.00	\$11,775.00	\$14.00	\$26.00	\$40.00	\$45,400.00	\$15.00	\$20.00	\$35.00	\$38,000.00	\$12.00	\$25.00	\$37.00	\$46,800.00
26	503	563	L.F.	\$15.75	\$10.55	\$5,928.75	\$5,928.75	\$16.00	\$31.00	\$47.00	\$7,742.00	\$16.00	\$25.00	\$41.00	\$44,800.00	\$16.00	\$25.00	\$41.00	\$44,800.00
27	503	1,373	L.F.	\$23.45	\$10.55	\$14,475.00	\$14,475.00	\$24.00	\$45.00	\$69.00	\$95,160.00	\$20.00	\$30.00	\$50.00	\$50,000.00	\$20.00	\$30.00	\$50.00	\$50,000.00
28	503	15	Each	\$635.90	\$380.00	\$1,015.90	\$1,015.90	\$530.00	\$930.00	\$1,460.00	\$1,460.00	\$700.00	\$975.00	\$1,675.00	\$1,675.00	\$400.00	\$500.00	\$900.00	\$900.00
29	504	32	Each	\$575.05	\$70.00	\$645.05	\$20,641.60	\$430.00	\$550.00	\$980.00	\$980.00	\$500.00	\$550.00	\$1,050.00	\$1,050.00	\$400.00	\$400.00	\$800.00	\$800.00
30	504	1	Each	\$555.00	\$190.00	\$745.00	\$745.00	\$450.00	\$200.00	\$650.00	\$650.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$100.00	\$235.00	\$335.00	\$4,630.00
31	504	14	Each	\$107.00	\$190.00	\$297.00	\$4,158.00	\$150.00	\$200.00	\$350.00	\$4,950.00	\$150.00	\$200.00	\$350.00	\$4,950.00	\$125	\$2.75	\$4.00	\$75,604.00
32	505	18,878	S.F.	\$1.50	\$2.10	\$3.96	\$74,738.80	\$1.50	\$3.00	\$4.50	\$84,666.00	\$1.50	\$2.00	\$3.50	\$68,066.00	\$1.25	\$2.75	\$4.00	\$75,604.00
33	505	58.5	L.F.	\$30.80	\$67.90	\$3,980.40	\$3,980.40	\$40.00	\$80.00	\$120.00	\$7,000.00	\$25.00	\$30.00	\$55.00	\$3,000.00	\$30.00	\$42.00	\$72.00	\$4,212.00
34	505	14	Each	\$165.50	\$320.00	\$485.50	\$6,797.00	\$200.00	\$275.00	\$475.00	\$6,650.00	\$150.00	\$30.00	\$180.00	\$2,550.00	\$40.00	\$40.00	\$80.00	\$7,700.00
35	505	7,560	L.F.	\$6.80	\$2.15	\$16.11	\$122,436.00	\$5.00	\$4.50	\$9.50	\$71,440.00	\$10.00	\$8.00	\$18.00	\$14,400.00	\$5.00	\$5.00	\$10.00	\$7,500.00
36	509	244	L.F.	\$8.90	\$2.15	\$19.54	\$4,748.60	\$5.00	\$13.00	\$18.00	\$4,320.00	\$10.00	\$10.00	\$20.00	\$4,800.00	\$5.00	\$5.00	\$10.00	\$2,000.00
37	514	1	Lump	\$2,744.00	\$3,910.00	\$6,654.00	\$6,654.00	\$0.00	\$14,550.00	\$14,550.00	\$14,550.00	\$3,000.00	\$3,000.00	\$6,000.00	\$6,000.00	\$7,000.00	\$25,000.00	\$32,000.00	\$32,000.00
38	516	5,000	Gal.	\$0.00	\$0.10	\$50.00	\$500.00	\$0.10	\$0.15	\$0.25	\$1,250.00	\$0.10	\$0.10	\$0.20	\$500.00	\$0.05	\$0.20	\$0.25	\$1,250.00
39	516	1	Item	\$710.00	\$1,370.00	\$2,080.00	\$2,080.00	\$100.00	\$300.00	\$400.00	\$700.00	\$0.00	\$100.00	\$100.00	\$1,000.00	\$100.00	\$200.00	\$300.00	\$300.00
40	623	1	Lump	\$0.00	\$11,440.00	\$11,440.00	\$11,440.00	\$0.00	\$7,500.00	\$7,500.00	\$7,500.00	\$4,500.00	\$4,500.00	\$9,000.00	\$9,000.00	\$1,000.00	\$10,000.00	\$11,000.00	\$11,000.00

Riverside Drive Reconstruction ~ Phase I
City of Fiqua
Bid Tabulation - May 14, 2009

[illegible]

Riverside Drive Reconstruction - Phase I City of Piquette Bid Tabulation - May 14, 2009										Dumery Construction, Inc. 3820 Fairfield Pike Springfield, Ohio 45502				Arcon Builders Limited 7624 At. St. Rt. 49 Arcanum, OH 45504				Sunesta Construction 2810 Circumnaville Road West Chester, OH 45389				R. B. Jaegers 11418 N. Dale Drive Vandalia, OH 45377			
Est. No.	Item No.	QOL	Units	Description	Unit Material	Unit Labor	Unit Cost	Total Cost	Unit Material	Unit Labor	Unit Cost	Total Cost	Unit Material	Unit Labor	Unit Cost	Total Cost	Unit Material	Unit Labor	Unit Cost	Total Cost					
1	201	3	Each	Slump Removed, 30"	\$0.00	\$300.00	\$300.00	\$300.00	\$0.00	\$700.00	\$700.00	\$700.00	\$0.00	\$700.00	\$700.00	\$700.00	\$0.00	\$700.00	\$700.00	\$700.00					
2	201	5	Each	Tree Removed, 16"	\$0.00	\$375.00	\$375.00	\$1,875.00	\$0.00	\$250.00	\$250.00	\$250.00	\$0.00	\$250.00	\$250.00	\$250.00	\$0.00	\$250.00	\$250.00	\$250.00					
3	201	1	Each	Tree Removed, 24"	\$0.00	\$475.00	\$475.00	\$475.00	\$0.00	\$475.00	\$475.00	\$475.00	\$0.00	\$475.00	\$475.00	\$475.00	\$0.00	\$475.00	\$475.00	\$475.00					
4	201	2	Each	Tree Removed, 36"	\$0.00	\$600.00	\$600.00	\$1,000.00	\$0.00	\$200.00	\$200.00	\$200.00	\$0.00	\$200.00	\$200.00	\$200.00	\$0.00	\$200.00	\$200.00	\$200.00					
5	202	22.598	S.F.	Walk Removed, As Per Plan	\$0.00	\$0.40	\$0.40	\$3,947.20	\$0.00	\$2.00	\$2.00	\$4,796.00	\$0.00	\$2.00	\$2.00	\$4,796.00	\$0.00	\$2.00	\$2.00	\$4,796.00					
6	202	5.043	L.F.	Curb Removed, As Per Plan	\$0.00	\$1.40	\$1.40	\$7,000.00	\$0.00	\$1.00	\$1.00	\$5,043.00	\$0.00	\$1.00	\$1.00	\$5,043.00	\$0.00	\$1.00	\$1.00	\$5,043.00					
7	202	1.902	L.F.	Curb and Gutter Removed, As Per Plan	\$0.00	\$2.00	\$2.00	\$12,000.00	\$0.00	\$1.00	\$1.00	\$1,902.00	\$0.00	\$1.00	\$1.00	\$1,902.00	\$0.00	\$1.00	\$1.00	\$1,902.00					
8	202	1	Lump	Storm Conduit Removed, As Per Plan	\$0.00	\$12,000.00	\$12,000.00	\$12,000.00	\$0.00	\$20,000.00	\$20,000.00	\$20,000.00	\$0.00	\$20,000.00	\$20,000.00	\$20,000.00	\$0.00	\$20,000.00	\$20,000.00	\$20,000.00					
9	202	3.398	L.F.	Storm Conduit Removed	\$6.00	\$5.00	\$11.00	\$37,388.00	\$6.00	\$5.00	\$11.00	\$60,788.00	\$6.00	\$5.00	\$11.00	\$60,788.00	\$6.00	\$5.00	\$11.00	\$60,788.00					
10	202	3.975	L.F.	Water Line Removed	\$6.00	\$5.00	\$11.00	\$43,725.00	\$6.00	\$5.00	\$11.00	\$47,700.00	\$6.00	\$5.00	\$11.00	\$47,700.00	\$6.00	\$5.00	\$11.00	\$47,700.00					
11	202	8.990	C.Y.	Excavation, As Per Plan	\$0.00	\$15.00	\$15.00	\$134,250.00	\$0.00	\$8.00	\$8.00	\$71,600.00	\$0.00	\$8.00	\$8.00	\$71,600.00	\$0.00	\$8.00	\$8.00	\$71,600.00					
12	204	17.940	S.Y.	Subgrade Compaction	\$0.00	\$0.40	\$0.40	\$7,176.00	\$0.00	\$2.00	\$2.00	\$35,680.00	\$0.00	\$2.00	\$2.00	\$35,680.00	\$0.00	\$2.00	\$2.00	\$35,680.00					
13	204	300	C.Y.	Undercutting, As Per Plan	\$15.50	\$11.50	\$27.00	\$38,100.00	\$14.00	\$16.00	\$30.00	\$9,000.00	\$14.00	\$16.00	\$30.00	\$9,000.00	\$14.00	\$16.00	\$30.00	\$9,000.00					
14	204	500	S.Y.	Undercutting, As Per Plan	\$2.50	\$0.25	\$2.75	\$1,375.00	\$0.60	\$0.50	\$1.10	\$600.00	\$0.60	\$0.50	\$1.10	\$600.00	\$0.60	\$0.50	\$1.10	\$600.00					
15	204	2.098	C.Y.	Subgrade Stabilization, As Per Plan	\$80.00	\$23.00	\$103.00	\$267,694.00	\$12.00	\$13.00	\$25.00	\$303,098.00	\$12.00	\$13.00	\$25.00	\$303,098.00	\$12.00	\$13.00	\$25.00	\$303,098.00					
16	301	3.698	C.Y.	Asphalt Concrete Base	\$16.00	\$11.00	\$27.00	\$103,676.00	\$2.00	\$1.00	\$3.00	\$55,680.00	\$2.00	\$1.00	\$3.00	\$55,680.00	\$2.00	\$1.00	\$3.00	\$55,680.00					
17	408	1.559	Gal.	Aggregate Base, As Per Plan	\$1.50	\$0.60	\$2.10	\$3,273.00	\$2.00	\$1.00	\$3.00	\$4,877.00	\$2.00	\$1.00	\$3.00	\$4,877.00	\$2.00	\$1.00	\$3.00	\$4,877.00					
18	408	6.232	Gal.	Prime Coat	\$1.75	\$1.30	\$3.05	\$20,254.00	\$3.00	\$4.00	\$7.00	\$24,628.00	\$3.00	\$4.00	\$7.00	\$24,628.00	\$3.00	\$4.00	\$7.00	\$24,628.00					
19	411	9	C.Y.	Shouldered Crushed Aggregate	\$16.00	\$15.00	\$31.00	\$268.00	\$14.00	\$14.00	\$28.00	\$244.00	\$14.00	\$14.00	\$28.00	\$244.00	\$14.00	\$14.00	\$28.00	\$244.00					
20	448	649.5	C.Y.	Asph. Conc. Surf. Type 1, PG 64-22	\$87.60	\$25.00	\$112.60	\$72,744.00	\$100.00	\$25.00	\$125.00	\$81,187.50	\$100.00	\$25.00	\$125.00	\$81,187.50	\$100.00	\$25.00	\$125.00	\$81,187.50					
21	448	18.3	C.Y.	Asph. Conc. Surf. Type 1, Driveway	\$87.60	\$25.00	\$112.60	\$2,282.00	\$211.00	\$55.00	\$266.00	\$4,303.20	\$211.00	\$55.00	\$266.00	\$4,303.20	\$211.00	\$55.00	\$266.00	\$4,303.20					
22	448	649.5	C.Y.	Asph. Conc. Int. Type 2, PG 64-22	\$95.00	\$25.00	\$120.00	\$71,445.00	\$95.00	\$23.00	\$118.00	\$73,340.00	\$95.00	\$23.00	\$118.00	\$73,340.00	\$95.00	\$23.00	\$118.00	\$73,340.00					
23	452	585.4	S.Y.	Non-Reinforced Concrete Pavement	\$15.00	\$30.00	\$45.00	\$20,343.00	\$33.00	\$8.00	\$41.00	\$24,007.40	\$33.00	\$8.00	\$41.00	\$24,007.40	\$33.00	\$8.00	\$41.00	\$24,007.40					
24	603	200	L.F.	6" Concrete, Type B (PGC SRD-35)	\$5.00	\$10.00	\$15.00	\$3,000.00	\$2.00	\$3.00	\$5.00	\$2,200.00	\$2.00	\$3.00	\$5.00	\$2,200.00	\$2.00	\$3.00	\$5.00	\$2,200.00					
25	603	1,116	L.F.	12" Concrete, Type B (708.02, Class 4)	\$15.00	\$33.00	\$48.00	\$33,698.00	\$14.00	\$22.00	\$36.00	\$20,200.00	\$14.00	\$22.00	\$36.00	\$20,200.00	\$14.00	\$22.00	\$36.00	\$20,200.00					
26	603	589	L.F.	15" Concrete, Type B (708.02, Class 4)	\$16.00	\$33.00	\$49.00	\$27,597.00	\$39.00	\$24.00	\$63.00	\$30,790.00	\$39.00	\$24.00	\$63.00	\$30,790.00	\$39.00	\$24.00	\$63.00	\$30,790.00					
27	603	1,373	L.F.	18" Concrete, Type B (708.02, Class 4)	\$19.00	\$33.00	\$52.00	\$26,625.00	\$48.00	\$26.00	\$74.00	\$29,915.00	\$48.00	\$26.00	\$74.00	\$29,915.00	\$48.00	\$26.00	\$74.00	\$29,915.00					
28	604	900.00	Each	Type 3 Storm Manhole, As Per Plan	\$900.00	\$875.00	\$1,775.00	\$1,775.00	\$988.00	\$476.00	\$1,464.00	\$2,191.00	\$988.00	\$476.00	\$1,464.00	\$2,191.00	\$988.00	\$476.00	\$1,464.00	\$2,191.00					
29	604	32	Each	Type 4 Catch Basin, As Per Plan	\$700.00	\$700.00	\$1,400.00	\$44,800.00	\$948.00	\$349.00	\$997.00	\$31,904.00	\$948.00	\$349.00	\$997.00	\$31,904.00	\$948.00	\$349.00	\$997.00	\$31,904.00					
30	604	1	Each	Catch Basin, ODOT 2-28	\$500.00	\$750.00	\$1,250.00	\$1,250.00	\$356.00	\$348.00	\$704.00	\$704.00	\$356.00	\$348.00	\$704.00	\$704.00	\$356.00	\$348.00	\$704.00	\$704.00					
31	604	14	Each	Manhole Adjusted to Grade	\$70.00	\$130.00	\$200.00	\$2,800.00	\$50.00	\$300.00	\$350.00	\$4,900.00	\$50.00	\$300.00	\$350.00	\$4,900.00	\$50.00	\$300.00	\$350.00	\$4,900.00					
32	608	48.676	S.F.	Concrete Walk, 4" As Per Plan	\$2.00	\$1.75	\$3.75	\$7,078.00	\$3.00	\$1.00	\$4.00	\$75,694.00	\$3.00	\$1.00	\$4.00	\$75,694.00	\$3.00	\$1.00	\$4.00	\$75,694.00					
33	608	58.5	L.F.	Concrete Steps, As Per Plan	\$35.00	\$40.00	\$75.00	\$5,600.00	\$44.00	\$12.00	\$56.00	\$3,610.00	\$44.00	\$12.00	\$56.00	\$3,610.00	\$44.00	\$12.00	\$56.00	\$3,610.00					
34	608	14	Each	Curb Ramp With Reinforced Domes	\$200.00	\$200.00	\$400.00	\$4,000.00	\$216.00	\$84.00	\$270.00	\$3,780.00	\$216.00	\$84.00	\$270.00	\$3,780.00	\$216.00	\$84.00	\$270.00	\$3,780.00					
35	609	7.590	L.F.	Conc. Curb & Gutter, Type 2, As Per Plan	\$8.00	\$4.00	\$12.00	\$3,904.00	\$10.00	\$2.00	\$12.00	\$2,828.00	\$10.00	\$2.00	\$12.00	\$2,828.00	\$10.00	\$2.00	\$12.00	\$2,828.00					
36	609	244	Lump	Type 6 Curb, As Per Plan	\$8.00	\$8.00	\$16.00	\$75,200.00	\$8.00	\$2.00	\$10.00	\$3,780.00	\$8.00	\$2.00	\$10.00	\$3,780.00	\$8.00	\$2.00	\$10.00	\$3,780.00					
37	614	1	Lump	Maintaining Traffic, As Per Plan	\$18,000.00	\$18,000.00	\$36,000.00	\$18,000.00	\$0.00	\$23,980.00	\$23,980.00	\$23,980.00	\$0.00	\$23,980.00	\$23,980.00	\$23,980.00	\$0.00	\$23,980.00	\$23,980.00	\$23,980.00					
38	616	5,000	Gal.	Water	\$400.00	\$0.02	\$0.02	\$500.00	\$100.00	\$110.00	\$270.00	\$270.00	\$100.00	\$110.00	\$270.00	\$270.00	\$100.00	\$110.00	\$270.00	\$270.00					
39	616	1	Ton	Calcium Chloride	\$100.00	\$100.00	\$200.00	\$500.00	\$100.00	\$100.00	\$200.00	\$500.00	\$100.00	\$100.00	\$200.00	\$500.00	\$100.00	\$100.00	\$200.00	\$500.00					
40	623	1	Lump	Construction Layout Stakes	\$0.00	\$12,000.00	\$12,000.00	\$12,000.00	\$5,000.00	\$6,998.00	\$11,996.00	\$11,996.00	\$5,000.00	\$6,998.00	\$11,996.00	\$11,996.00	\$5,000.00	\$6,998.00	\$11,996.00	\$11,996.00					

Riverside Drive Reconstruction - Phase I
City of Piqua
Bid Tabulation - May 14, 2009

Ref. No.	Item No.	Description	Qty	Units	Demmy Construction, Inc. 3820 Fairfield Pike Springfield, Ohio 45502				Arcon Builders Limited 7824 Alt. St. Rt. 48 Arcanum, OH 45304				Sumas Construction 2610 Crescentville Road West Chester, OH 45389				R. B. Jergens 11418 N. Doss Drive Vandalia, OH 45377			
					Unit Material	Unit Labor	Unit Cost	Total Cost	Unit Material	Unit Labor	Unit Cost	Total Cost	Unit Material	Unit Labor	Unit Cost	Total Cost	Unit Material	Unit Labor	Unit Cost	Total Cost
41	624	Reinforcement	1	Lump	\$0.00	\$28,000.00	\$28,000.00	\$28,000.00	\$0.00	\$11,744.00	\$11,744.00	\$11,744.00	\$0.00	\$11,767.93	\$31,787.83	\$31,787.83	\$15,043.00	\$22,564.50	\$27,687.60	\$37,607.50
42	650	Ground Mounted Support No. 2 Post	33	L.F.	\$7.00	\$4.00	\$11.00	\$363.00	\$8.00	\$2.00	\$10.00	\$363.00	\$6.12	\$6.13	\$12.25	\$404.25	\$4.20	\$6.30	\$10.50	\$346.50
43	630	Sign, Flat Sheet	18.75	S.F.	\$8.00	\$8.00	\$16.00	\$300.00	\$14.00	\$3.00	\$17.00	\$318.75	\$9.18	\$9.19	\$18.37	\$364.44	\$8.30	\$9.45	\$19.75	\$366.31
44	630	Sign Erected, Flat Sheet	18.75	S.F.	\$2.00	\$1.25	\$3.25	\$60.94	\$3.00	\$1.00	\$4.00	\$75.00	\$1.53	\$1.84	\$3.37	\$58.81	\$1.20	\$1.69	\$3.15	\$59.06
45	638	6" Water Line (AWWA C-151)	139	L.F.	\$16.00	\$39.00	\$55.00	\$7,645.00	\$20.00	\$72.00	\$92.00	\$12,788.00	\$27.31	\$27.32	\$54.63	\$7,593.97	\$21.00	\$32.70	\$53.70	\$7,676.60
46	638	6" Water Line (AWWA C-151)	205	L.F.	\$22.00	\$43.00	\$65.00	\$13,325.00	\$24.00	\$76.00	\$100.00	\$20,000.00	\$31.49	\$31.50	\$62.99	\$12,912.95	\$22.02	\$33.03	\$55.05	\$11,285.26
47	638	16" x 6" Tapping Sleeve and Valve	9	Each	\$1,500.00	\$1,150.00	\$2,650.00	\$23,650.00	\$1,536.00	\$578.00	\$2,114.00	\$22,628.00	\$1,177.94	\$1,177.94	\$2,355.88	\$21,202.82	\$1,481.84	\$2,177.31	\$3,659.15	\$32,860.65
48	638	16" x 6" Tapping Sleeve and Valve	5	Each	\$1,800.00	\$1,250.00	\$3,050.00	\$15,750.00	\$2,308.00	\$890.00	\$3,198.00	\$14,996.00	\$1,414.06	\$1,414.06	\$2,828.12	\$14,140.60	\$1,617.36	\$2,426.04	\$4,043.40	\$20,217.00
49	638	6" x 6" Tee	1	Each	\$300.00	\$375.00	\$675.00	\$675.00	\$368.00	\$87.00	\$455.00	\$455.00	\$225.15	\$225.15	\$450.31	\$450.31	\$166.30	\$209.27	\$419.56	\$419.56
50	638	6" x 45" Bend	2	Each	\$200.00	\$340.00	\$540.00	\$1,080.00	\$216.00	\$65.00	\$281.00	\$603.00	\$136.38	\$136.39	\$272.77	\$546.54	\$128.04	\$183.56	\$311.60	\$543.20
51	638	6" x 22 1/2" Bend	6	Each	\$200.00	\$340.00	\$540.00	\$2,700.00	\$216.00	\$65.00	\$281.00	\$1,080.00	\$116.77	\$116.77	\$233.54	\$1,187.70	\$128.26	\$182.42	\$310.70	\$1,905.50
52	638	6" x 6" Reducer	6	Each	\$175.00	\$355.00	\$530.00	\$3,060.00	\$184.00	\$65.00	\$249.00	\$1,510.00	\$103.21	\$103.21	\$206.43	\$1,238.58	\$121.72	\$162.68	\$304.30	\$1,825.80
53	638	6" Coupling-in-Sleeve	6	Each	\$150.00	\$350.00	\$500.00	\$3,000.00	\$397.00	\$160.00	\$557.00	\$3,022.00	\$332.62	\$332.62	\$665.24	\$3,991.44	\$321.26	\$435.60	\$756.86	\$3,218.60
54	638	6" Cap	1	Each	\$100.00	\$150.00	\$250.00	\$250.00	\$76.00	\$75.00	\$151.00	\$151.00	\$64.79	\$64.80	\$129.59	\$129.59	\$101.42	\$132.12	\$233.55	\$233.55
55	638	Fire Hydrant	9	Each	\$2,000.00	\$700.00	\$2,700.00	\$24,300.00	\$1,736.00	\$365.00	\$2,101.00	\$18,973.00	\$1,354.08	\$1,354.09	\$2,708.17	\$24,373.63	\$890.36	\$1,320.64	\$2,200.00	\$19,800.10
56	638	Water Valve Adjusted to Grade	5	Each	\$100.00	\$100.00	\$200.00	\$1,450.00	\$25.00	\$75.00	\$100.00	\$900.00	\$165.21	\$165.20	\$330.41	\$1,662.05	\$283.96	\$440.84	\$724.90	\$3,071.50
57	638	Water Meter and Pit Relocated	10	Each	\$600.00	\$600.00	\$1,200.00	\$14,000.00	\$255.00	\$491.00	\$746.00	\$7,460.00	\$594.46	\$594.77	\$1,189.23	\$10,092.30	\$559.02	\$559.53	\$997.55	\$8,975.50
58	638	Water PA Adjusted to Grade	10	Each	\$175.00	\$100.00	\$275.00	\$2,750.00	\$135.00	\$200.00	\$335.00	\$3,350.00	\$114.63	\$114.63	\$229.26	\$2,292.60	\$138.76	\$208.14	\$346.90	\$3,469.00
59	638	Curb Valve and Box Relocated	15	Each	\$150.00	\$100.00	\$250.00	\$4,500.00	\$162.00	\$247.00	\$409.00	\$6,135.00	\$343.87	\$343.87	\$687.75	\$6,877.50	\$276.02	\$417.03	\$693.05	\$10,425.75
60	638	Curb Box Adjusted to Grade	15	Each	\$60.00	\$60.00	\$120.00	\$1,800.00	\$0.00	\$85.00	\$85.00	\$0.00	\$46.14	\$46.14	\$92.28	\$1,364.20	\$122.00	\$183.00	\$305.00	\$4,478.10
61	638	3/4" Copper Water Service, As Per Plan	1,454	L.F.	\$15.00	\$18.00	\$33.00	\$47,862.00	\$11.00	\$18.00	\$29.00	\$41,880.00	\$13.54	\$13.54	\$27.08	\$39,374.32	\$12.66	\$18.69	\$31.65	\$46,016.10
62	644	Center Line	0.74	Mile	\$3,000.00	\$5,300.00	\$8,300.00	\$3,622.00	\$1,000.00	\$4,400.00	\$5,400.00	\$4,082.80	\$3,000.55	\$3,000.56	\$6,001.11	\$4,460.82	\$2,037.94	\$3,088.79	\$5,144.60	\$3,907.00
63	644	Edge Line	0.45	Mile	\$2,000.00	\$1,900.00	\$3,900.00	\$1,755.00	\$500.00	\$3,000.00	\$3,938.00	\$1,772.10	\$2,192.24	\$2,192.25	\$4,384.49	\$1,973.02	\$1,603.48	\$2,255.22	\$3,758.70	\$1,891.42
64	644	Stop Line	71	L.F.	\$2.75	\$2.00	\$4.75	\$336.75	\$2.00	\$4.00	\$6.00	\$428.00	\$3.06	\$3.06	\$6.12	\$434.82	\$2.10	\$3.15	\$5.25	\$372.75
65	644	Crosswalk Line	689	L.F.	\$1.10	\$1.10	\$2.20	\$1,518.00	\$1.00	\$2.00	\$3.00	\$2,057.00	\$1.22	\$1.23	\$2.45	\$1,888.05	\$0.84	\$1.26	\$2.10	\$1,465.90
66	644	Channeling Line	221	L.F.	\$0.88	\$0.30	\$1.18	\$262.08	\$1.00	\$1.00	\$2.00	\$440.00	\$0.82	\$0.82	\$1.64	\$408.84	\$0.62	\$0.93	\$1.55	\$342.55
67	644	Diagonal Line	60	L.F.	\$3.25	\$0.80	\$4.05	\$243.00	\$2.00	\$3.00	\$5.00	\$300.00	\$2.45	\$2.45	\$4.90	\$294.00	\$1.69	\$2.52	\$4.20	\$282.00
68	644	Lane Arrow	5	Each	\$60.00	\$10.40	\$70.40	\$352.00	\$40.00	\$70.00	\$110.00	\$550.00	\$81.23	\$81.24	\$162.47	\$812.35	\$42.00	\$63.00	\$105.00	\$525.00
69	655	Topsoil Fertilized and Placed	900	C.Y.	\$2.50	\$2.50	\$5.00	\$4,500.00	\$5.00	\$5.00	\$10.00	\$9,000.00	\$10.65	\$10.65	\$21.30	\$19,178.00	\$6.26	\$9.39	\$15.65	\$21,600.00
70	659	Seeding and Mowing, MCD Mix	3,270	S.Y.	\$0.25	\$2.50	\$2.75	\$9,000.00	\$4.00	\$1.00	\$5.00	\$16,360.00	\$0.38	\$0.38	\$0.77	\$2,517.00	\$0.26	\$0.39	\$0.65	\$2,123.50
71	900	6" Sanitary Sewer (PVC SDR-35)	1,690	L.F.	\$23.00	\$18.50	\$41.50	\$70,255.00	\$23.00	\$80.00	\$103.00	\$173,410.00	\$27.30	\$27.31	\$54.61	\$171,444.64	\$22.66	\$33.33	\$55.99	\$19,040.80
72	900	6" Sanitary Sewer Lateral	352	L.F.	\$20.00	\$18.50	\$38.50	\$6,800.00	\$20.00	\$60.00	\$80.00	\$28,000.00	\$394.38	\$394.38	\$1,587.76	\$9,943.90	\$1,019.84	\$1,522.76	\$2,542.60	\$12,748.00
73	900	Typo 3 Sanitary Manhole, As Per Plan	5	Each	\$1,100.00	\$780.00	\$1,880.00	\$9,400.00	\$1,089.00	\$470.00	\$1,559.00	\$7,940.00	\$804.38	\$804.38	\$1,608.76	\$8,043.90	\$1,019.84	\$1,544.60	\$2,542.60	\$12,748.00
74	Spec.	Chimney Seal, As Per Plan	11	Each	\$220.00	\$130.00	\$350.00	\$3,850.00	\$217.00	\$70.00	\$287.00	\$3,187.00	\$200.75	\$200.75	\$401.50	\$4,015.50	\$164.87	\$271.45	\$436.32	\$5,000.45
75	Spec.	Modular Concrete Retaining Wall, As Per Plan	2,503	S.F.	\$16.00	\$10.20	\$26.20	\$65,576.00	\$16.00	\$16.00	\$32.00	\$80,000.00	\$16.39	\$16.39	\$32.78	\$80,968.54	\$0.24	\$13.95	\$28.10	\$57,616.30
76	Spec.	Ohio Public Works Commission Sign	1	Lump	\$400.00	\$190.00	\$590.00	\$590.00	\$800.00	\$800.00	\$1,600.00	\$1,600.00	\$200.51	\$200.50	\$401.01	\$1,041.01	\$350.68	\$555.47	\$882.45	\$1,736,617.47
					Subtotal =				Subtotal =				Subtotal =				Subtotal =			
					\$1,647,159.20				\$1,684,912.55				\$1,717,211.77				\$1,736,617.47			

** was letted in bid as \$ 25,603.21
* was letted in bid as \$ 10,089.31

Riverside Drive Reconstruction - Phase I
City of Piquette
Bid Tabulation - May 14, 2009

Est. Item No.	Description	Qty.	Units	Barrett Paving Materials, Inc. 2551 Woodmore Road Dayton, Ohio 45414				Trucco Construction 3537 Airport Road Delaware, OH 43015			
				Unit Material	Unit Labor	Unit Cost	Total Cost	Unit Material	Unit Labor	Unit Cost	Total Cost
1	201 Storm Removed, 36"	3	Each	\$0.00	\$600.00	\$600.00	\$1,800.00	\$50.00	\$150.00	\$200.00	\$950.00
2	201 Storm Removed, 18"	5	Each	\$0.00	\$460.00	\$460.00	\$2,300.00	\$100.00	\$700.00	\$800.00	\$4,000.00
3	201 Tree Removed, 24"	1	Each	\$0.00	\$855.00	\$855.00	\$855.00	\$100.00	\$700.00	\$800.00	\$800.00
4	201 Tree Removed, 36"	2	Each	\$0.00	\$690.00	\$690.00	\$1,380.00	\$100.00	\$1,500.00	\$1,600.00	\$2,980.00
5	202 Walk Removed, As Per Plan	22,369	S.F.	\$0.10	\$1.00	\$1.10	\$24,604.80	\$0.50	\$11,185.00	\$11.68	\$26,789.80
6	202 Curb Removed, As Per Plan	5,043	L.F.	\$0.40	\$4.00	\$4.40	\$22,189.20	\$1.25	\$6,303.75	\$2.65	\$12,892.95
7	202 Curb and Gutter Removed, As Per Plan	1,802	L.F.	\$0.30	\$4.40	\$4.70	\$8,466.60	\$1.25	\$2,252.50	\$2.95	\$4,755.00
8	202 Storm Removed, As Per Plan	1	Lump	\$0.00	\$154,315.00	\$154,315.00	\$154,315.00	\$40,000.00	\$55,000.00	\$95,000.00	\$95,000.00
9	202 Storm Conduit Removed	3,398	L.F.	\$5.60	\$14.30	\$19.90	\$67,324.10	\$10.00	\$33,980.00	\$19.90	\$67,304.10
10	202 Water Line Removed	3,976	L.F.	\$4.80	\$14.00	\$18.80	\$74,750.00	\$5.00	\$19,880.00	\$10.00	\$84,630.00
11	202 Excavation, As Per Plan	8,950	C.Y.	\$0.00	\$7.75	\$7.75	\$69,362.50	\$5.00	\$44,750.00	\$12.75	\$114,112.50
12	204 Subgrade Compaction	17,940	S.Y.	\$0.00	\$0.85	\$0.85	\$15,238.50	\$1.00	\$17,940.00	\$1.85	\$33,178.50
13	204 Underdrain, As Per Plan	300	C.Y.	\$6.70	\$26.30	\$33.00	\$9,900.00	\$17.50	\$5,250.00	\$50.50	\$15,150.00
14	204 Subgrade Stabilization, As Per Plan	500	S.Y.	\$4.60	\$0.50	\$5.10	\$2,550.00	\$2.50	\$1,250.00	\$7.60	\$3,800.00
15	201 Asphalt Concrete Base	3,698	C.Y.	\$15.50	\$12.15	\$27.65	\$102,120.70	\$14.00	\$51,772.00	\$41.65	\$153,892.70
16	204 Aggregate Base, As Per Plan	1,559	Gal.	\$1.80	\$0.10	\$1.90	\$2,961.10	\$1.00	\$1,559.00	\$2.90	\$4,520.10
17	408 Truck Coat	6,232	Gal.	\$5.60	\$0.10	\$5.70	\$35,511.20	\$1.50	\$9,348.00	\$7.20	\$44,859.20
18	408 Prime Coat	9	C.Y.	\$15.50	\$57.45	\$72.95	\$656.55	\$31.00	\$279.45	\$103.95	\$935.50
19	411 Stabilized Crushed Aggregate	6,495	C.Y.	\$87.50	\$15.50	\$103.00	\$669,225.00	\$52.00	\$478,500.00	\$155.00	\$1,017,725.00
20	448 Asph. Conc. Surf. Type 1, PG 64-22	16.3	C.Y.	\$87.50	\$37.50	\$125.00	\$2,043.75	\$62.50	\$1,020.75	\$187.50	\$3,164.50
21	448 Asph. Conc. Surf. Type 1, Drives	6,495	C.Y.	\$88.60	\$16.50	\$105.10	\$682,429.50	\$51.00	\$331,500.00	\$156.10	\$1,013,929.50
22	448 Asph. Conc. Int. Type 2, PG 64-22	583.4	S.Y.	\$20.00	\$24.25	\$44.25	\$25,803.50	\$31.50	\$18,395.10	\$75.75	\$44,198.60
23	452 Non-Reinforced Concrete Pavement	200	L.F.	\$6.60	\$14.60	\$21.20	\$4,240.00	\$27.50	\$5,500.00	\$58.70	\$11,740.00
24	603 12" Conduit, Type B (PVC SDR-35)	1,116	L.F.	\$14.00	\$16.15	\$30.15	\$34,158.00	\$37.00	\$41,466.00	\$71.15	\$79,624.00
25	603 12" Conduit, Type B (708.02, Class 4)	563	L.F.	\$20.00	\$16.50	\$36.50	\$20,549.50	\$30.00	\$16,890.00	\$66.50	\$37,439.50
26	603 15" Conduit, Type B (708.02, Class 4)	1,373	L.F.	\$30.00	\$27.50	\$57.50	\$78,607.50	\$40.00	\$55,720.00	\$97.50	\$134,327.50
27	603 18" Conduit, Type B (708.02, Class 4)	15	Each	\$916.00	\$997.00	\$1,913.00	\$28,695.00	\$825.00	\$14,250.00	\$1,740.00	\$26,945.00
28	604 Type 1 Catch Basin, As Per Plan	32	Each	\$500.00	\$775.00	\$1,275.00	\$40,800.00	\$825.00	\$26,400.00	\$1,650.00	\$53,200.00
29	604 Type 3 Storm Manhole, As Per Plan	1	Each	\$330.00	\$894.00	\$1,224.00	\$1,224.00	\$675.00	\$1,725.00	\$2,400.00	\$2,400.00
30	604 Catch Basin, ODOT 2-2B	14	Each	\$50.00	\$485.00	\$535.00	\$7,490.00	\$75.00	\$1,050.00	\$610.00	\$8,140.00
31	604 Manhole Adjusted to Grade	18,876	S.F.	\$1.50	\$2.05	\$3.55	\$67,109.80	\$2.00	\$37,752.00	\$5.55	\$104,861.80
32	608 Concrete Slabs, As Per Plan	58.5	L.F.	\$21.00	\$200.00	\$221.00	\$12,808.50	\$52.00	\$3,042.00	\$273.00	\$16,150.50
33	608 Concrete Slabs, As Per Plan	14	Each	\$72.00	\$370.00	\$442.00	\$6,168.00	\$475.00	\$2,930.00	\$917.00	\$12,100.00
34	608 Curb Ramp With Truncated Dornies	7,500	L.F.	\$4.40	\$10.00	\$14.40	\$108,000.00	\$6.00	\$45,000.00	\$20.40	\$153,000.00
35	609 Comb Curb & Gutter, Type 2, As Per Plan	244	L.F.	\$4.00	\$12.69	\$16.69	\$4,054.36	\$7.00	\$1,703.60	\$23.69	\$5,757.96
36	609 Type 6 Curb, As Per Plan	1	Lump	\$5,000.00	\$32,900.00	\$37,900.00	\$37,900.00	\$0.50	\$0.50	\$0.50	\$0.50
37	614 Maintaining Traffic, As Per Plan	5,000	Gal.	\$1.50	\$0.70	\$2.20	\$11,000.00	\$0.50	\$2,500.00	\$2.70	\$13,500.00
38	616 White	1	Ton	\$125.00	\$40.75	\$165.75	\$165.75	\$250.00	\$50.00	\$300.00	\$300.00
39	616 Calcium Chloride	1	Lump	\$2,000.00	\$16,500.00	\$18,500.00	\$18,500.00	\$1,000.00	\$11,000.00	\$12,000.00	\$12,000.00
40	623 Construction Layout Stakes	1	Lump	\$2,000.00	\$16,500.00	\$18,500.00	\$18,500.00	\$1,000.00	\$11,000.00	\$12,000.00	\$12,000.00

Riverside Drive Reconstruction - Phase I

City of Piqua
Bid Tabulation - May 14, 2009

Riverside Drive Reconstruction - Phase I City of Piquette BID Tabulation - May 14, 2009										Barrett Paving Materials, Inc. 2251 Needmore Road Dayton, Ohio 45414				Trusco Construction 3531 Airport Road Delaware, OH 43015			
Est. No.	Item No.	Description	QTY	Units	Unit Material	Unit Labor	Unit Cost	Total Cost	Unit Material	Unit Labor	Unit Cost	Total Cost					
41	624	Mobilization	1	Lump	\$0.00	\$19,500.00	\$19,500.00	\$19,500.00	\$20,000.00	\$20,000.00	\$40,000.00	\$40,000.00					
42	630	Ground Mounted Support, No. 2 Post	33	L.F.	\$6.00	\$5.05	\$11.05	\$19,500.00	\$5.00	\$5.00	\$10.00	\$330.00					
43	630	Sign, Flat Steel	18.75	S.F.	\$10.00	\$9.50	\$16.60	\$311.25	\$7.50	\$7.50	\$15.00	\$281.25					
44	630	Sign Erected, Flat Steel	18.75	S.F.	\$2.25	\$1.10	\$3.35	\$52.81	\$1.50	\$1.50	\$3.00	\$56.25					
45	638	8" Water Line (AWWA C-151)	139	L.F.	\$18.00	\$29.55	\$47.55	\$6,609.45	\$32.00	\$32.00	\$94.00	\$12,920.00					
46	638	8" Water Line (AWWA C-151)	205	L.F.	\$21.00	\$29.30	\$50.30	\$10,371.50	\$30.00	\$30.00	\$90.00	\$18,300.00					
47	638	16" x 8" Tapping Sleeve and Valve	9	Each	\$1,500.00	\$2,490.00	\$3,990.00	\$35,109.00	\$2,000.00	\$2,000.00	\$4,000.00	\$39,000.00					
48	638	16" x 8" Tapping Sleeve and Valve	5	Each	\$2,000.00	\$2,955.00	\$4,955.00	\$21,825.00	\$2,300.00	\$2,300.00	\$4,600.00	\$26,000.00					
49	638	8" x 8" Tee	1	Each	\$300.00	\$307.75	\$607.75	\$607.75	\$250.00	\$250.00	\$500.00	\$750.00					
50	638	8" - 45° Bend	2	Each	\$200.00	\$265.00	\$465.00	\$930.00	\$200.00	\$200.00	\$400.00	\$800.00					
51	638	8" - 22 1/2° Bend	5	Each	\$200.00	\$265.00	\$465.00	\$2,325.00	\$200.00	\$200.00	\$400.00	\$2,000.00					
52	638	8" x 8" Reducer	6	Each	\$150.00	\$381.00	\$531.00	\$2,586.00	\$150.00	\$150.00	\$300.00	\$1,800.00					
53	638	8" Cutting-in-Sleeve	6	Each	\$325.00	\$641.00	\$966.00	\$5,646.00	\$200.00	\$200.00	\$400.00	\$2,400.00					
54	638	8" Cap	1	Each	\$50.00	\$780.00	\$830.00	\$830.00	\$110.00	\$110.00	\$220.00	\$220.00					
55	638	Fire Hydrant	9	Each	\$1,500.00	\$1,102.00	\$2,602.00	\$23,668.00	\$1,600.00	\$1,600.00	\$3,200.00	\$32,400.00					
56	638	Water Valve Adjusted to Grade	5	Each	\$20.00	\$101.60	\$121.60	\$608.00	\$50.00	\$50.00	\$100.00	\$500.00					
57	638	Water Meter and Pit Relocated	10	Each	\$200.00	\$618.35	\$818.35	\$8,683.50	\$500.00	\$500.00	\$1,000.00	\$10,000.00					
58	638	Water Pit Adjusted to Grade	10	Each	\$100.00	\$268.75	\$368.75	\$3,687.50	\$150.00	\$150.00	\$300.00	\$3,000.00					
59	638	Curb Valve and Box Relocated	15	Each	\$200.00	\$268.85	\$468.85	\$6,132.75	\$200.00	\$200.00	\$400.00	\$4,000.00					
60	638	Curb Box Adjusted to Grade	15	Each	\$20.00	\$107.00	\$127.00	\$1,905.00	\$100.00	\$100.00	\$200.00	\$2,000.00					
61	638	3/4" Copper Water Service, As Per Plan	1,454	L.F.	\$6.00	\$34.70	\$35.70	\$51,907.80	\$22.00	\$22.00	\$44.00	\$63,976.00					
62	644	Center Line	0.74	Mile	\$3,790.00	\$1,624.50	\$5,414.50	\$4,006.75	\$2,450.00	\$2,450.00	\$4,900.00	\$9,656.00					
63	644	Edge Line	0.45	Mile	\$2,770.00	\$1,180.48	\$3,950.48	\$1,780.48	\$1,750.00	\$1,750.00	\$3,500.00	\$7,111.00					
64	644	Stop Line	71	L.F.	\$3.50	\$22.05	\$25.55	\$904.05	\$2.50	\$2.50	\$5.00	\$353.00					
65	644	Crosswalk Line	689	L.F.	\$1.25	\$8.65	\$12.20	\$1,616.80	\$1.00	\$1.00	\$2.00	\$1,378.00					
66	644	Channelizing Line	221	L.F.	\$0.80	\$1.65	\$2.45	\$394.65	\$0.75	\$0.75	\$1.50	\$331.50					
67	644	Diagonal Line	60	L.F.	\$2.40	\$1.90	\$4.40	\$294.00	\$2.00	\$2.00	\$4.00	\$240.00					
68	644	Lane Arrow	5	Each	\$50.00	\$95.50	\$145.50	\$552.50	\$50.00	\$50.00	\$100.00	\$500.00					
69	659	Topsoil Furnished and Placed	900	C.Y.	\$19.20	\$25.00	\$44.20	\$39,780.00	\$25.00	\$25.00	\$50.00	\$45,000.00					
70	659	Seeding and Mudding, As Per Plan	3,270	S.Y.	\$3.65	\$1.65	\$5.50	\$17,895.00	\$3.50	\$3.50	\$7.00	\$22,920.00					
71	659	Seeding and Mudding, MCD Mix	1,900	S.Y.	\$3.65	\$1.65	\$5.50	\$10,645.00	\$3.50	\$3.50	\$7.00	\$11,190.00					
72	659	8" Sanitary Sewer (PVC SDR-35)	685	L.F.	\$17.00	\$29.55	\$46.55	\$24,352.25	\$38.00	\$38.00	\$76.00	\$49,350.00					
73	659	8" Sanitary Sewer Lateral	352	L.F.	\$13.00	\$24.55	\$37.55	\$14,977.60	\$43.00	\$43.00	\$86.00	\$30,272.00					
74	659	8" Sanitary Sewer Lateral	5	Each	\$650.00	\$1,615.00	\$2,265.00	\$11,325.00	\$1,250.00	\$1,250.00	\$2,500.00	\$12,500.00					
75	659	8" Sanitary Sewer Lateral	11	Each	\$200.00	\$187.00	\$387.00	\$4,267.00	\$200.00	\$200.00	\$400.00	\$4,400.00					
76	659	Modular Concrete Retaining Wall, As Per Plan	2,503	S.F.	\$10.50	\$18.25	\$28.75	\$71,961.25	\$15.00	\$15.00	\$30.00	\$75,000.00					
77	659	Ohio Public Works Commission Sign	1	Lump	\$600.00	\$1,120.00	\$1,720.00	\$1,720.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00					
Subtotal =									\$1,620.00			\$1,620.00					
Subtotal =									\$1,620.00			\$1,620.00					

RESOLUTION NO. R-48-09

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH THE MIAMI
COUNTY BOARD OF COMMISSIONERS FOR THE BIDDING AND
CONSTRUCTION PHASE OF THE FLETCHER SANITARY SEWER
PROJECT**

WHEREAS, on November 17, 2008, Piqua City Commission approved an agreement with the Miami County Board of Commissioners to provide sanitary sewer service north to the Village of Fletcher and the immediate surrounding areas in Brown Township; and

WHEREAS, the City has expressed the desire to upsize a section of the sanitary sewer forcemain to a gravity sanitary sewer; and

WHEREAS, the attached proposed agreement with the Miami County Board of Commissioners details specific aspects relating to the sanitary sewer construction including the length of gravity sewer, the size of the gravity sewer, and the reimbursement requirements; and

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

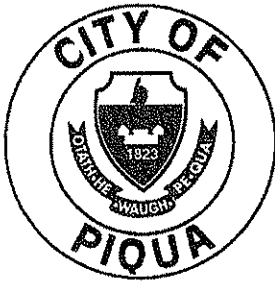
SEC. 1: The agreement between the City and the County appended hereto is hereby approved and the City Manager is hereby authorized to execute said Agreement.

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

THOMAS D. HUDSON, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



ENGINEERING DEPARTMENT

Amy L. Havenar, P.E. – City Engineer
201 West Water Street • Piqua, Ohio 45356
(937) 778-2044 • FAX (937) 778-5165
E-Mail: ahavenar@piquaoh.org

May 26, 2009

MEMORANDUM

TO: Frederick E. Enderle, City Manager

RE: **REQUEST FOR COMMISSION AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH THE MIAMI COUNTY BOARD OF COMMISSIONERS FOR THE BIDDING AND CONSTRUCTION PHASE OF THE FLETCHER SANITARY SEWER PROJECT**

Attached for commission authorization please find an agreement with the Miami County Board of Commissioners as referenced above. The agreement includes specific details regarding the size of gravity sewer main, the length of gravity sewer construction, reimbursements requirements regarding construction payments as well as limits of ownership.

At its meeting on November 17, 2008 the City Commission expressed its willingness to provide sanitary sewer service to the Village of Fletcher in addition to committing to pay for costs associated with over-sizing a section of the sanitary sewer main from the Village of Fletcher to Piqua.

The Miami County Sanitary Engineer has indicated it is their intention to be out for bids for the construction of this project in September of 2009.

Please let me know if you have any additional questions pertaining to this matter.

Respectfully submitted,

Amy L. Havenar, PE

ALH/jc

Attachment

cc: Dave Burtner, Wastewater Superintendent
Patrick Turnbull, PE, Miami County Sanitary Engineer



AGREEMENT

This Agreement made and entered into this _____ day of _____, 2009, by and among the Board of Commissioners of Miami County, Ohio, hereinafter referred to as the "County" and the City of Piqua, Ohio, hereinafter referred to as the "City"; and

WHEREAS, it is the mutual desire and intention of the parties hereto to construct sanitary sewers that are beneficial to the long range planning of the properties along U.S. 36; and

WHEREAS, it is necessary for the County to construct a sanitary sewer forcemain along U.S. 36 from Fletcher to Piqua to serve the Village of Fletcher with sanitary sewers; and

WHEREAS, the City has expressed the desire to upsize the necessary six inch forcemain to a twelve inch gravity sewer from the City's current corporation limit at Station 0+00 to Station 57+94 in the Village of Fletcher Sanitary Sewer Construction Plans; and

WHEREAS, the City has expressed its willingness to reimburse the County for the difference in the costs between the twelve inch gravity sewer from Station 0+00 to 57+94 in the Village of Fletcher Sanitary Sewer Construction Plans and the unit pricing for a comparable amount of six inch forcemain, the unit pricing to be determined by the awarded contract bid; and

WHEREAS, the City would own, operate, and maintain, the installed gravity sewers from Station 0+00 to 57+94 at the conclusion of construction;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto contract and agree as is set forth herein below:

1. The County will send out to bid, award, and administer the construction contract for the Village of Fletcher Sanitary Sewer System;
2. The City has requested and the County agrees to include in the Village of Fletcher Sanitary Sewer System project the construction of twelve inch gravity sewers from Station 0+00 to 57+94;
3. The City will provide to the County, within thirty days of contract award, a purchase order made out to the County, in the

amount calculated as the difference between constructing a six inch forcemain and a twelve inch gravity sewer from Station 0+00 to 57+94 in the Village of Fletcher Sanitary Sewer Construction Plans, utilizing the actual contract bid item unit prices;

4. The City will reimburse the County, within thirty days upon receiving monthly construction invoices, for the City's share of the actual work completed on the construction of the twelve inch gravity sewers from Station 0+00 to 57+94;
5. Should during construction of the gravity sewers from Station 0+00 to 57+94 it become apparent that the excavation of rock shall be necessary, the City agrees they shall be responsible for the additional cost of rock excavation for any rock excavated between Station 0+00 to 57+94 that is more than six feet below existing ground elevation;
6. The City will own, operate, and maintain, the gravity sewers installed from Station 0+00 to 57+94 and shall provide sanitary sewer service along this stretch of sewer;
7. The action by each of the parties hereto of entering into this Agreement, of agreeing to make payments hereunder, and of encumbering adequate funds for said purpose shall be authorized by appropriate action of the legislative authority of the same prior to the entry into this Agreement, and each party shall provide to the other parties hereto certified copies of documents of legislative action effecting and approving said ends;
8. The parties hereto agree that they will cooperate fully in the completion of the project and task contemplated hereby, and that they, and their officers, employees, and agents will work diligently and cooperatively to effect said end;
9. Each of the parties hereto agrees that, to the extent permitted by law, it shall indemnify and hold the other parties hereto harmless from any claim, charge, or loss arising from the actions or omissions of said party related to the execution and completion of this Agreement;
10. The parties hereto expressly agree that this is the full and complete agreement among the parties related to this matter;

and that this Agreement creates no other relationship or creates no delegation or assignment of authority or responsibility except as is set forth expressly herein;

11. This Agreement shall continue in full force and effect until all of the duties and responsibilities imposed upon any and all of the parties hereto have been fully discharged and completed; and

12. This Agreement shall be interpreted under and in compliance with the laws of the State of Ohio.

NOW, THEREFORE, the parties hereto, through their respective representatives, have executed this document.

THE BOARD OF COMMISSIONERS
MIAMI COUNTY, OHIO:

BY: _____
COMMISSIONER

BY: _____
COMMISSIONER

BY: _____
COMMISSIONER

DATE: _____

Entry into this Agreement, the granting of authority to execute the same, and the encumbrance of funds necessary incident thereto authorized and allowed under Resolution No. _____ of the Board adopted on the _____ day of _____, 2009.

THE CITY OF PIQUA, OHIO:

BY: _____
CITY ATTORNEY

BY: _____
CITY MANAGER

DATE: _____

DATE: _____

Entry into this Agreement, the granting of authority to execute the same, and the encumbrance of funds necessary incident thereto authorized and allowed

under Resolution/Ordinance No. _____ of the Commission of the City of Piqua, Ohio, adopted on the _____ day of _____, 2009.

RESOLUTION NO. R-122-08

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH THE MIAMI
COUNTY BOARD OF COMMISSIONERS TO REPLACE
AN EXISTING SANITARY SEWER AGREEMENT TO
INCLUDE PROVIDING SANITARY SEWER SERVICE TO
THE VILLAGE OF FLETCHER**

WHEREAS, on September 20, 1999, Piqua City Commission approved a contract with the Miami County Board of Commissioners to provide sanitary sewer service north of the City by approving Resolution No. C-11332 attached hereto as Exhibit "C"; and

WHEREAS, a proposed new agreement is necessary to change the language to include industrial pre-treatment and limiting sewer service for customers with water meter services of up to 2-inch in diameter and revising the service area map and adding 100,00 gallon/per day of capacity to highlight some of the major areas of change between the existing agreement and the attached proposed agreement; and

WHEREAS, the attached proposed new agreement with the Miami County Board of Commissioners will continue to provide sanitary sewer service to areas outside of the city limits; Greens of Springcreek Subdivision, the Piqua Country Club and Monnin Subdivision in addition to the Village of Fletcher and the immediate surrounding areas in Brown Township; and

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

SEC. 1: The agreement between the City and the County appended hereto is hereby approved and the City Manager is hereby authorized to execute said Agreement.

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


THOMAS D. HUDSON, MAYOR

PASSED: November 17 2008

ATTEST: Rebecca J. Cool
REBECCA J. COOL
CLERK OF COMMISSION

I, the undersigned Clerk of the City Commission of the City of Piqua, Ohio do hereby certify that the above Resolution R-122-08 is a true, accurate and correct copy of Resolution R-122-08 passed by the Commission of the City of Piqua, Ohio, on the 17th day of November, 2008


CLERK OF COMMISSION

RESOLUTION NO. 08-11-1641

AUTHORIZE/SIGN SEWER AGREEMENT WITH THE CITY OF PIQUA
SANITARY ENGINEERING

Mr. Widener introduced the following resolution and moved it be adopted:

WHEREAS, the County owns, operates, maintains, and administers public water, and Sanitary Sewer Systems in Miami County, Ohio; and

WHEREAS, the County currently has a sanitary sewer agreement with the City of Piqua and desires to replace the existing contract with a revised 20-year contract that allows the County to convey the wastewater from a proposed system in the Village of Fletcher and Brown Township to Piqua; and

WHEREAS, to serve this additional area the contract needs to be revised to include a new service area map and to add 100,000 gallons/ per day of additional sewer capacity; and

WHEREAS, the City and County have drafted a replacement agreement that has been approved by the City of Piqua and is recommended by the Sanitary Engineer for approval.

Now, therefore be it

RESOLVED, by the Board of Commissioners of Miami County, Ohio, to authorize and sign the attached Sewer Agreement, between the County and the City of Piqua.

Mr. O'Brien seconded the motion and the Board noted as follows upon roll call:

Mr. O'Brien, Yea;

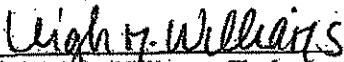
Mr. Widener, Yea;

Mr. Evans, Yea;

DATED: November 25, 2008

CERTIFICATION

I, Leigh M. Williams, Clerk to the Board of Miami County Commissioners, do hereby certify that this is a true and correct transcript of action taken by the board under the date of November 25, 2008.


Leigh M. Williams, Clerk

Cc: Journal
Files
Sanitary Engineering

SEWER AGREEMENT

THIS AGREEMENT made and entered into at Piqua, Ohio, the _____ day of _____ 2008, by and between THE CITY OF PIQUA, OHIO, an Ohio municipal corporation, hereinafter called "CITY" as has been duly authorized by Resolution R-122-08 adopted by PIQUA CITY COUNCIL on the 17th day of October, 2008, and the Board of County Commissioners of Miami County, Ohio, hereinafter called the "COUNTY" as has been duly authorized by Resolution No. 08-11-1041 passed by the Commission on the 20th day of November, 2008.

WITNESSETH:

WHEREAS, the COUNTY has established the Miami County Sewer District which encompasses and includes areas of Miami County, Ohio, outside the corporate limits of CITY, and has constructed therein, and proposes to effect further construction, and to maintain or install sanitary sewers therein pursuant to authority afforded under relevant provisions of the Ohio Revised Code, including, specifically, Sections 6117.42, 307.15 and 307.18 of the Code;

WHEREAS, the CITY, at the request of the County currently provides wastewater treatment services to the COUNTY Sewer District, and is prepared, willing, and able to continue the provision of such services; and

WHEREAS, the CITY, upon the request of Miami County will provide treatment of wastewater delivered from areas of the COUNTY Sewer District, as depicted in the attached Service Area Maps, Exhibit A and B, to the CITY's Wastewater Treatment Facilities; and

WHEREAS, the CITY will provide treatment of wastewater delivered to its Wastewater Treatment Facilities, and the COUNTY desires such service:

NOW, THEREFORE, in consideration of the promises and mutual covenants hereafter set forth the CITY and the COUNTY AGREE as follows:

SECTION 1: The CITY AGREES AS FOLLOWS:

- A. To furnish wastewater treatment service, at an average flow rate which shall not exceed three hundred, and fifty thousand gallons (.35 MGD) per day, unless additional flow is approved by the CITY, for the benefit of the Miami County Sewer District, and the COUNTY, by the receipt and treatment of wastewater generated within said area, and to allow the COUNTY to connect the sanitary sewers in said District to CITY's system at the most appropriate and convenient location as may be determined by the agreement of the COUNTY and the CITY, and to continue to maintain existing connections.

SEWER AGREEMENT
PAGE 2

- B. Customers who connect to the COUNTY sanitary sewers within the area shown in Exhibits A and B, with the exception of those in the boundaries of Monnin Estates Section Number 1 through Number 5, Brown Township, and the Village of Fletcher, shall be required to sign an agreement that they will petition for annexation to the CITY once the property served by sewer service is contiguous to the CITY.
- C. To relieve the COUNTY of obligation and responsibility of treating wastewater discharges in said area and to assume the same provided that any portion of such area which is so serviced has its wastewater discharges centrally sewered and conveyed to the CITY system as is agreed herein.
- D. To provide the COUNTY water meter readings from the service area in a timely manner in order for the COUNTY to calculate sewer bills.

SECTION II: THE COUNTY AGREES AS FOLLOWS:

- A. To pay the CITY for all wastewater treatment furnished hereunder at the prevailing sewer rates assessed and charged by the CITY on services provided to premises within the CITY, plus fifteen percent (15%).
- B. To cause this Agreement to be administered by the Miami County Sanitary Engineer for and on behalf of the COUNTY.
- C. To only obtain sanitary sewer service for areas identified in Exhibit A and B through CITY or with written CITY approval.
- D. To construct, to maintain, to operate, and to expand as the COUNTY may deem necessary the COUNTY's sewage collection system and to retain complete responsibility for the construction, maintenance, upkeep, and operation of said sewage collection system. Any plans for the expansion of the collection system shall first be submitted to the CITY for its approval prior to submission to the appropriate regulatory agencies for approval. Approval by the CITY in this regard shall not be withheld unreasonably. In addition, the COUNTY agrees to maintain and enforce proper rules, regulations, and construction specifications governing sewer extensions within the Miami County Sewer District which are connected to the CITY system and through which wastewater is conveyed to the CITY for treatment. The latest revision of the City of Piqua "Subdivision Construction Standards", or other mutually agreed upon standards, shall serve as minimum requirements for such installation, construction, repair, or maintenance done by or for the County.

SEWER AGREEMENT
PAGE 3

- E. To require of itself and all its customers that conformance with the discharge requirements of the CITY and with all applicable Federal Pretreatment Requirements as may be in effect.
1. To require pretreatment or other corrective measures to be installed or developed with respect to industrial, commercial, and institutional customers of the system in order to comply with applicable statutory or regulatory requirements of the CITY.
 2. That it will enact or adopt appropriate rules and regulations which are applicable to the use of its sewer systems through which wastewater is conveyed to the City for treatment, and for the control of wastewater discharges from such systems and related to treatment under this agreement.
- F. To maintain a schedule of sewerage service charges that are at least 25% above prevailing in CITY rates, which may, from time to time, be amended by action of the County. Such schedule of charges shall be developed in accordance with Federal regulations pertaining to USER CHARGE and INDUSTRIAL COST RECOVERY. The revenues from said charges shall at all times be at least sufficient to pay:
1. The charges of the CITY as specified in Section II.A. above.
 2. As to the Sewer System of the COUNTY from and through which wastewater is conveyed to the CITY for treatment, all reasonable expenses to operate and to maintain the same, and to provide an adequate reserve for replacement, improvements and other necessary requirements of said portion of the COUNTY'S Sewer System.
 3. The debt service upon the COUNTY system(s) and its current obligation, and to maintain reserves which, in the context of the budget of the system and financial condition of the COUNTY are fiscally sufficient.
 4. To pay the excess loading surcharges as the same may be determined by the CITY, which surcharges shall be charged the COUNTY, by the CITY, as it would any other CITY customer.
- G. To maintain and to repair all sewer lines, facilities, and appurtenances constructed by the COUNTY outside of the CITY's system and within said Sewer District at no cost or expense to the CITY. The COUNTY'S system which is connected to the Sewer System of the CITY shall be maintained so that infiltration and inflow (I/I) quantities do not exceed fifty percent (50%) of the average daily flow of wastewater from the COUNTY to the CITY.

SEWER AGREEMENT
PAGE 4

- H. To construct all collection mains, trunks, interceptors, lift stations, and other necessary appurtenances, outside the CITY's corporation line, as well as plus that portion of the same within the corporate limits of the CITY's which are necessary to permit connection to the CITY's existing sewer mains so as to effect the provision of treatment services contemplated hereby, at the most appropriate and convenient location as agreed to by COUNTY and CITY, at no cost or expense to CITY.
- I. To maintain and to repair all sewer lines, facilities and appurtenances constructed by COUNTY outside CITY's systems and within said Sewer District at no cost or expense to CITY.

SECTION III: THE CITY AND COUNTY AGREE:

- A. That the CITY will permit sewer tap-in of customers with water meter services of up to 2" in diameter for COUNTY connections for domestic and non-fire protection uses, without requiring prior, additional approval by the CITY. Extensions of sewer collection lines are not part of this limitation.
- B. That all sewer mains, facilities, and appurtenances shall be installed in accordance with the CITY's specifications which are generally applicable to installations effected within the CITY by the CITY customers or other specifications upon which the parties may mutually agree. The CITY shall have the right to inspect said construction, and installation, and the materials used therein.
- C. That all wastewater services to be furnished to said Sewer District shall be measured by a flow measuring device or devices, or other mutually agreeable methods which shall be utilized to determine the COUNTY's monthly flow volume into the CITY sewerage system.

Said devices(s) shall be installed at a mutually agreed upon location(s) and shall be installed by COUNTY at no risk, cost, or expense to CITY. Such devices shall be maintained by the COUNTY so as to remain operable on an ongoing basis. Said devices shall be read by CITY and the rates and surcharges of the CITY will be calculated from these flow measurements or methods using the costs for service as established by the CITY's Ordinance as is set forth herein. Rates and surcharges allowed hereunder will be billed monthly, or at such date and times as may be fixed by CITY, and shall be payable within a period of thirty (30) days thereafter.

The CITY shall combine all County metered locations into a single "master" customer account with a single, equivalent minimum meter size; and with the usage of the various meter locations combined as a single consumption quantity.

SEWER AGREEMENT
PAGE 5

Upon failure of COUNTY to pay an invoice rendered by CITY for wastewater service, said CITY shall have the right to discontinue furnishing service to said Sewer District with a minimum of thirty (30) days notice, unless public health and safety are at risk, or the discontinuation of said services will render public health and safety to be at risk.

- D. The COUNTY shall not be permitted to connect industrial customers to the sewer system under this Agreement.
- E. That COUNTY shall obtain all necessary regulatory agency approvals and permits for the execution and operation of this agreement as the same are applicable to the functions of the COUNTY hereunder, and the connection of service lines to the CITY system for the provision of wastewater treatment services for wastewater generated in the COUNTY and transported to the CITY, at no expense to the CITY.

SECTION IV: LEGAL CONSTRUCTION

The determination that any Section of this Agreement is invalid shall not invalidate or impair the force of effect of any other Section thereof.

SECTION V: ANNEXATION

The CITY and the COUNTY agree that, in the event of annexation of part or all of said Sewer District to the CITY, all sewer mains and other appurtenances installed by the COUNTY at COUNTY expense, contained within the area to be annexed may be sold by the COUNTY to the CITY, and may be purchased by the CITY from the COUNTY. The purchase price shall be agreed upon by both parties, and negotiation of the purchase price shall consider:

- A. The amount of the COUNTY's outstanding debt on said sewer mains and appurtenances;
- B. The percentage of capacity of said COUNTY installed sewer mains being used, or required to serve area to be annexed; and
- C. The percentage of sewer customers contained within the area to be annexed as compared to the total debt service area.

After agreement is reached on the above items and a satisfactory purchase price is established, the CITY hereby agrees to reimburse the COUNTY in the amount of said figure, after which ownership of said COUNTY installed sewer mains and facilities shall be vested in the CITY.

SECTION VI: INTERVENING USER PROTECTION

The CITY and the COUNTY agree that, in the event that Section V of this agreement has not been exercised on COUNTY lines that have been annexed into the CITY, the CITY shall provide intervening user protection in the form of a compensation agreement for any part of a COUNTY installed sewer that could serve CITY customers. Prior to the CITY's granting taps or connections to a COUNTY line, the compensation agreement shall be agreed upon by the COUNTY and the CITY and shall be generally structured as follows:

- A. The COUNTY shall receive payment as established in the current Miami County Local Collection System Charge per linear foot of front footage along the sewer line.
- B. The COUNTY shall receive payment for the loss of revenue on the County installed mainline. Typically this amounts to 25% of the current COUNTY rates for 20 years based upon the projected customer water usage.
- C. The current COUNTY tap fee shall be paid for each tap based upon the current COUNTY tap fee schedule.

SECTION VII: EFFECTIVE DATE

This agreement shall continue in full force and effect for a period of twenty (20) years after the date hereinbefore written unless the entire Sewer District service area is obtained by the CITY, or unless, with two (2) years prior written notice to the other, the CITY or the COUNTY effects the termination of this Agreement. The COUNTY may not terminate service to areas of said Sewer District annexed to CITY that are serviced by CITY wastewater services through COUNTY sewer systems unless approved by the CITY. Nothing in this agreement shall mitigate against the CITY's provision of sewer service to such annexed areas through its own resources.

SECTION VIII: AMENDMENTS

This Agreement may be amended at any time by mutual agreement of both parties except that such amendment shall not impair the security of any bonds or other obligations and any such amendment shall be in writing executed by both parties.

Issues not covered in this agreement shall be open to negotiation at the time of their occurrence.

SEWER AGREEMENT
PAGE 7

IN WITNESS WHEREOF, said City of Piqua by Frederick E. Enderle, City Manager, and the Board of County Commissioners of Miami County, Ohio, by John F. Evans, Ron Widener, and John W. O'Brien, all said individuals being duly authorized, have hereunto set their hands to triplicate originals on the day and year first above written.

APPROVED AS TO FORM AND
CORRECTNESS:

THE CITY OF PIQUA, OHIO

Stacy m. Wall

by:

APPROVED AS TO FORM AND
CORRECTNESS:

THE BOARD OF COUNTY COMMISSIONERS
OF MIAMI COUNTY, OHIO.

by:

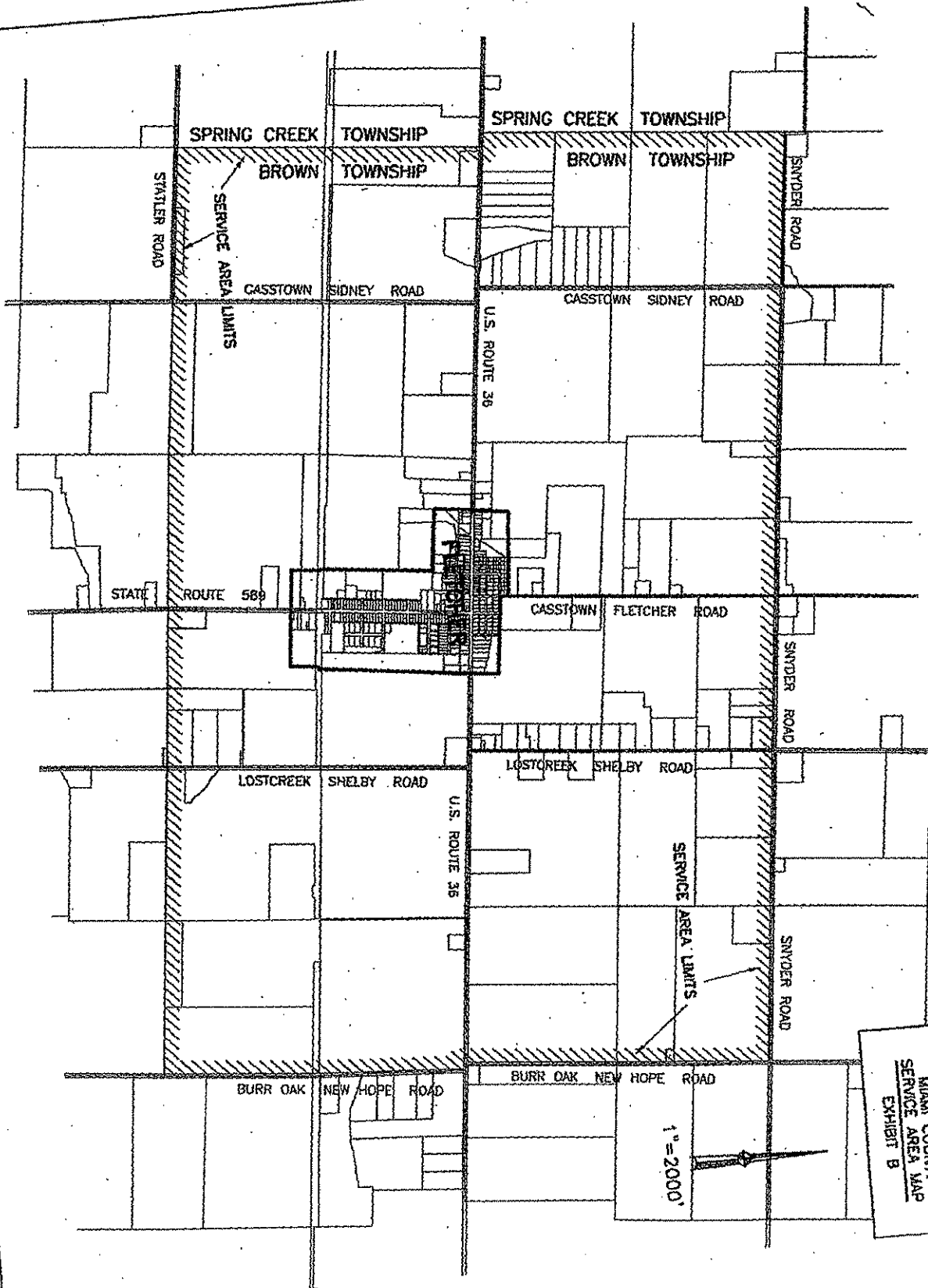
Approved As to Form Only
By _____
Miami County Prosecutor's Office

MIAMI COUNTY
SERVICE AREA MAP
EXHIBIT A



1"=1200'





MIAMI COUNTY
SERVICE AREA MAP
EXHIBIT B