



**PIQUA CITY COMMISSION MEETING
TUESDAY, FEBRUARY 20, 2024**

5:15 PM

**COMMISSION CHAMBER – 2nd FLOOR
201 WEST WATER STREET
PIQUA, OHIO 45356**

CALL TO ORDER

THE PLEDGE OF ALLEGIANCE

ROLL CALL

ADJOURNMENT TO EXECUTIVE SESSION

ROLL CALL

EXECUTIVE SESSION

The Executive Session is to consider confidential information related to economic development as further defined by Ohio Revised Code Section 121.22(G)(8) or as amended and to consider pending or imminent litigation.

ADJOURNMENT FROM EXECUTIVE SESSION

WORK SESSION

Discussion of Meeting Format

Discussion of the Planning Commission and the Board of Zoning Appeals

PRESENTATION

Mills Brothers Mural – Lorna Swisher / Ruth Koon

REGULAR PIQUA CITY COMMISSION MEETING

CONSENT AGENDA

1. APPROVAL OF MINUTES

Approval of the Minutes from the February 6, 2024, Regular City Commission Meeting

2. RESOLUTION NO. R-27-24

A resolution appointing a member to the Energy Board

3. RESOLUTION NO. R-28-24

A resolution appointing a member to the Energy Board

4. RESOLUTION NO. R-29-24

A resolution appointing a member to the Energy Board

5. RESOLUTION NO. R-30-24

A resolution appointing a member to the Energy Board

6. RESOLUTION NO. R-31-24

A resolution appointing a member to the Energy Board

OLD BUSINESS

7. ORDINANCE NO. O-1-24 (3rd Reading)

An ordinance to amend Title XV: Land Usage, Piqua Development Code

NEW BUSINESS

8. RESOLUTION NO. R-32-24

A resolution requesting authorization to enter into a contract with Utility Service Company, Inc., for a ten-year service contract that will include inspection and required maintenance of the R.M. Davis Parkway Water Tower

9. RESOLUTION NO. R-33-24

A resolution awarding a contract to ORR Protection Systems for gas turbine fire protection system upgrades for the Power System

10. RESOLUTION NO. R-34-24

A resolution authorizing a purchase order to Barrett Paving Materials, Inc., as the primary supplier, and Valley Asphalt Corp. as the secondary supplier, of 402 & 404 asphalt for the 2024 Street and Alley Maintenance Program

11. RESOLUTION NO. R-35-24

A resolution authorizing a purchase order to Ohio CAT for the purchase of a new Caterpillar skid loader for the Public Works Department

12. RESOLUTION NO. R-36-24

A resolution authorizing a purchase order to Rush Truck Centers for the purchase of a 2025 International MV607 SBA plow truck for the Public Works Department

13. RESOLUTION NO. R-37-24

A resolution authorizing the City Manager to enter into a management agreement with Hampton Golf for Fort Piqua Plaza Banquet Center

CITY MANAGER'S REPORT

COMMISSIONERS COMMENT

ADJOURNMENT FROM REGULAR MEETING

PUBLIC COMMENT (This is an opportunity for citizens to address the City Commission on agenda items. Comments are requested to be limited to five (5) minutes.)

ADJOURNMENT FROM PUBLIC COMMENT

§ 30.15 RULES OF CONDUCT FOR MEETINGS.

(A) When adopting a resolution or ordinance, the following procedures shall be followed:

- (1) The heading of the proposed resolution or ordinance shall be read by the City Clerk;
- (2) The City Manager, or appropriate department head, shall briefly explain the proposed ordinance or resolution;
- (3) The Commissioners shall have an opportunity to ask the department heads and City Manager questions regarding the ordinance or resolution. No public comment will be permitted during the Commissions' inquiries;
- (4) The Mayor shall ask the public for comments or questions about the ordinance or resolution. Comments and questions regarding the ordinance or resolution shall be addressed to the Mayor and/or City Manager in a civil, respectful manner and shall be limited to a five minute period per person. The Mayor shall notify any person commenting on an ordinance or resolution as to when his five-minute period for comments is about to expire. The person commenting can request additional time and it shall be within the Mayor's discretion to permit the person to comment longer than five minutes. No person shall be permitted to comment twice on the same resolution or ordinance at the same meeting;
- (5) Finally, the Commission shall have its final debate and complete its deliberation on the ordinance or resolution. No comments from the public shall be permitted during said debate and/or deliberation.

(B) When conducting open forum at the end of the meeting, the following rules be followed:

- (1) Comments and questions by the public shall be addressed to the Commission, Mayor and/or City Manager in a civil, respectful manner and shall be limited to a five minute period per person. The Mayor shall notify any person commenting as to when his five-minute period for comments is about to expire. The person commenting can request additional time and it shall be within the Mayor's discretion to permit the person to comment longer. No person shall be permitted to comment twice in open forum at the same meeting;
- (2) Under no circumstances shall any member of the public address or ask questions, other than the City Manager, to city staff members. If appropriate, the City Manager may direct a city staff member to answer questions or respond to comments from the public.

(C) During the entire commission meeting, the following rules of conduct shall apply to any person attending the Commission meeting:

- (1) Persons shall conduct themselves in a civil, respectful manner;
- (2) No one shall express himself or herself in a manner that interrupts the orderly conduct of the meeting, for example, talking (other than when addressed by the Commission or City Manager), yelling, clapping, jeering or cheering;
- (3) Any person violating any of the rules of conduct shall be warned by the Mayor to cease his or her violation of the rule. If said person fails to comply with the Mayor's request to cease his or her conduct, the Mayor shall direct the person to leave the city premises. Failure to leave the premises when directed to do so may result in criminal prosecution;
- (4) If a person fails to cease commenting after his or her comment time has expired without extension, the public microphone shall be cut off, the television camera shall not focus upon the person, and the person will be asked by the Mayor to sit down. If the person fails to sit down, the Mayor shall direct the person to leave the city premises. Failure to leave the premises when directed to do so may result in criminal prosecution;
- (5) At any time during open forum, if any Commissioner believes that the public comment session no longer serves the public's interest, he or she may make a motion to adjourn the meeting. If said motion is seconded, all public comments shall cease and the Mayor shall direct the Clerk to call the roll to determine if the motion to adjourn shall pass. If the motion passes, the meeting shall be adjourned;
- (6) These Rules of Conduct shall be posted at the entrance of the City Commission Chambers.

(Ord. 24-06, passed 8-7-06; Am. Ord. 22-12, passed 10-16-12)



**REGULAR PIQUA CITY COMMISSION MEETING
TUESDAY, FEBRUARY 6, 2024**

CALL TO ORDER

Piqua City Commission met at 6:00 p.m. in the Commission Chambers located at 201 W. Water Street, Piqua, Ohio.

ROLL CALL

Mayor Lee and Commissioners DeBrosse, Hohman, Simmons and Vetter were present.

REVISED AGENDA

Commissioner Hohman moved to adopt the revised agenda. Commissioner Simmons seconded the motion. Mayor Lee said the revision was to move public comment to the end of the meeting.

PROCLAMATION

Black History Month

PRESENTATION

Power Project - Rebecca Sousek gave an update on the project at Mote Park

PRESENTATION

Planning Commission – Gary Koenig gave an overview of the Planning Commission’s role

REGULAR PIQUA CITY COMMISSION MEETING

CONSENT AGENDA

APPROVAL OF MINUTES

Approval of the Minutes from the January 16, 2024, Regular City Commission Meeting and the January 29, 2024 Special City Commission Meeting

Commissioner Hohman motioned to strike through all public comments in the minutes and replace with Public Comments were heard. Frank Patrizio questioned whether there at least needed to be a summary of public comments but said he’d have to look into it. Commissioner Hohman said the recommendation they received from the city said each comment did not have to be recorded. Mayor Lee read Roberts Rules of Order which said the minutes are to be an official record of what was done, not what was said. Law Director Patrizio said if the Commission wishes to remove public comments from the minutes, that’s fine. Mayor Lee seconded the motion, and all were in favor of amending the minutes.

A motion was made by Commissioner Hohman to approve the amended minutes and Commissioner Vetter seconded the motion. All were in favor and the motion was carried unanimously.

OLD BUSINESS

The City Clerk pointed out the following Ordinance should be under Old Business.

ORDINANCE NO. O-1-24 (2nd Reading)

An ordinance to amend Title XV: Land Usage, Piqua Development Code

Introduction: Mr. Schmiesing explained that this ordinance would amend the development code to establish use standards for a newly created hotel and create a "Special Use" standard where permitted. This would provide a means of evaluating a new hotel proposal to ensure it can be supported by the local economy while not negatively impacting existing hotels. The Planning Commission has reviewed the code amendment, has offered some revisions which are in the Ordinance presented before you, then recommended adoption.

Commissioners Comments: Commissioner Hohman confirmed this would protect the market from being flooded all at the same time. Commissioner DeBrosse asked Chris Schmiesing if it tiers them, making them at different levels and Chris Schmiesing acknowledged that it did. Commissioner Hohman asked if there are hard rules for special uses or is it a judgement call based off of market conditions. Chris Schmiesing said there are four rules for special uses. He explained each of them.

Public Comment: Jeff Grimes repeated the concern he brought up at the last meeting about the TIF money being used for this project. He said he thought that TIF money was only supposed to be used for blighted areas. He claimed the City Manager previously said there was other interest in this property, so he asked if TIF money was still going to be used. He said the city shouldn't be involved in the real estate business. Mr. Grimes asked what kind of jobs this was going to create. He asked that the Commission look at the TIF money carefully.

Action Taken: 2nd Reading

NEW BUSINESS

RESOLUTION NO. R-24-24

A resolution to continue Sanitary Sewer Smoke Testing (Phase 3) Services with Fishbeck Engineers

Introduction: Kevin Krejny introduced that beginning in November 2022 (Phase 1) and in Spring of 2023 (Phase 2) Fishbeck Engineering performed sanitary sewer smoke testing to begin to help Piqua Utilities better understand the condition of our underground sewer system and also help identify cross connections and inflow and infiltration points on the wastewater collection system. Phase 3 work will be performed in areas downtown and adjacent to downtown. This was in 2024 Budget or 404.

Commissioners Comments: Commissioner Vetter asked when this phase will be completed, and Commissioner Simmons pointed out that the 3rd phase has the oldest infrastructure. Kevin Krejny responded that we'll find obvious fixes and make repairs.

Commissioner DeBrosse asked when the last time this was done? Then Commissioner DeBrosse said for full disclosure, and as an explanation of why he was asking, he worked for the Wastewater Department when he was in college. He was just curious if there had been anything done since then. Commissioner Hohman commented that he hopes this will help in keeping everyone's rates stable.

Public Comment: None

A motion was made by Commissioner Vetter to approve the resolution and Commissioner Hohman seconded the motion. All were in favor and the motion was carried unanimously.

RESOLUTION NO. R-25-24

A resolution authorizing the commissioners committee on the fire training facility

Introduction: Commissioner DeBrosse said that the creation of this committee does one big thing and then it also adds some clarification and guidance. The first thing it does is create a committee made up of 5 individuals who live in the City of Piqua, and they'll have two charges. One is to produce reports and recommendations as to the events that happened at the old water treatment plant from the 2017-2023 timeframe. We listed in the resolution several questions, but the committee is not limited to what's listed.

Commissioner DeBrosse read one of the questions but pointed out there are six additional questions. The first question is how the site went from a fire training center to a battery site. The committee will have the ability to engage with a subject matter expert or to seek outside council. The reason we are setting guidelines, that you have to be a resident and you can't be a present or past employee, is that we want the committee to be completely independent and non-biased. We want this committee to address the concerns and questions of the Commissioners,402and the public also. The committee will meet as the Chairman wishes and report back the Commission.

Commissioners Comments: Mayor Lee asked if the Committee will be willing to accept documents from citizens. Commissioner DeBrosse responded that the committee will absolutely accept documents and they will have access to emails and documents.

Commissioner DeBrosse said that he was not aware until recently that the commission has subpoena power, and the committee can ask the commissioners to use this power if they want to interview someone. Commissioner Simmons said he has an issue with the section that says no former employee can be on the committee. He knows one former employee that has been working tirelessly to help get to the bottom of this and he thinks we're doing a disservice to tell that person that they can't serve on the committee.

Commissioner Vetter said that person would have an opportunity to provide information at the request of the committee. Mayor Lee said that he thinks they should be able to go to the committee and present information. Commissioner Hohman said the resolution mandates that there will be monthly public meetings attended by at least one of the commissioners and the commission will give guidance to the committee. It's expected that the committee will be open to receiving information from different sources.

Commissioner Simmons repeated that he still thinks it's a disservice to the Commission, to the City of Piqua and to the person who's been spoken to about this. Commissioner Hohman said without some kind of guideline on restricting the applicant pool he wondered if we could see applicants from employees who were involved in it or former employees and questioned whether there would be grounds for discriminating against them unless there's broad guidelines that says no one could work at the city during that timeframe. Commissioner DeBrosse asked to clear things up and said that the language doesn't have anything to do with an individual person.

Action Taken: Commissioner Simmons made a motion to remove the restriction that former employees could not serve on committee. Mayor Lee seconded the motion. Roll call was taken and Commissioner Simmons and Mayor Lee voted for and Commissioners Vetter, DeBrosse and Hohman voted against the amendment. The motion failed.

Commissioner Comments: Commissioner Hohman said if you truly want an independent committee then it is a conflict of interest to have employees, or former employees, who may have had documents being reviewed cross their desk, serve on the committee. Commissioner DeBrosse asked the Law Director if the provision was eliminated that no previous employee could serve on the committee, then would the former Fire Chief be able to serve, and Frank Patrizio said that he could. Commissioner Hohman asked if current employees could be on the committee. Frank Patrizio said that the commission can appoint anyone that they want to. Frank Patrizio advised that the commission make the committee as objective as they can.

Public Comment: Debbie Stein said that three commissioners approached her about serving on the committee, and she said something has changed. She said it shows their integrity. Debbie said she only saw agreements and resolutions come across her desk. She said the commission is being selective and you're trying to lock out citizens. She said she didn't understand. Commissioner Hohman said it is not intended to question the integrity of any one person. The Commission is looking for a fully independent commission. There is no personal agenda, and no one is questioning any individual's integrity.

Alisha Lange said it's corrupt and she thinks it's funny that the resolution restricts former employees because you said you'd nominate Debbie.

Jeff Lange applauded the commissioner for putting the committee together because this affects not only citizens but residents from outside of the city.

Chuck Starrett said he has a problem with having to be a resident because this affects people from outside of Piqua. He said he doesn't understand the restriction of no former employees being able to service. He thinks all committees are a waste of time.

Adam Seas agreed with Commissioner Simmons. He said he knows Debbie and she is professional and knows how things work. He said he doesn't see how it would not be

beneficial. Commissioner DeBrosse repeated that this is not anti-Debbie Stein. Commissioner DeBrosse did originally think that Debbie Stein would serve the committee well but when he realized her employment overlapped, he couldn't in good consensus put a previous employee on the committee. It has to be independent.

Diane Parke announced that the YouTube feed is down. She said she wanted the public to know that there is a group of people who have formed their own committee.

Susan Speidel thinks the committee is a great idea but thinks there needs to be procedures in place. She suggested that the Commissioners hold the committee accountable and make sure it is structured. She talked about being on the committee for the dam and there are no updates.

Kevin Krejny said the reason there has been no updates is because ODNR has not responded since documents were sent to them in December.

Commissioner Hohman asked the city manager if he sees the lines of communication continuing to improve and Paul Oberdorfer said that we've hired Michelle Perry to help with that.

Jeff Grimes thanked Commissioner DeBrosse for starting the committee. He said all that he wants is the truth. He asked for another town hall with OEPA and RAPCA. He said no one knows how many people were affected, and that is why he asked that the area be a crime scene. Mr. Grimes said no one believes anything they've been told.

Eva Silvers acknowledged that in the start she was part of the battery thing. She said she is also a person with a reasonable amount of seeing outside the box. She can't imagine how we're yelling about \$15,000 of tax money as the EPA says they did not see a reason for testing but we're yelling because the city committed \$15,000 to Water and \$32,000 to land and those answers are not good enough. Eva sees the need for a committee, an independent committee that can look at all sides because that is the way we are going to get the answers. She's heard conversations where the results were a paid off deal. If we're not looking for a conclusion to a problem, then you're not looking for a solution. There is no reason for citizens not to believe.

Dave Smith said that the last commission didn't do jack and didn't care, and we have the same problems with you. He said when you guys (commission) quit representing us, we have no responsibility to listen to you. He claimed that special perks are given to the people who come into this town and hurt us. Mr. Smith said he would choose the people to be on the committee that have already been doing research. He said that no committee is needed, and you need him.

A motion was made by Commissioner Vetter to approve the resolution and Commissioner Hohman seconded the motion. All were in favor and the motion was carried unanimously.

Commissioner Hohman confirmed that the application will be up tomorrow morning and Paul Oberdorfer answered that it would be. Commissioner Vetter asked if each Commissioner would get to appoint one member and Commissioner Hohman said he wasn't sure if that language made it into the Resolution.

RESOLUTION NO. R-26-24

A resolution authorizing the city manager to sign the program year (PY) 2023 LSO Partnership Agreement by and between the Miami County Board of Commissioners, the City of Piqua, and the City of Troy for the Ohio Department of Development (ODOD) Lead Safe Ohio (LSO) Program

Introduction: Chris Schmiesing said this resolution allows the City of Piqua to partner with the Miami County Board of Commissioners, and City of Troy to apply to the Ohio Department of Development (ODOD) for funding under the Program Year (PY) 2023 Lead Safe Ohio (LSO) Program. Through this partnership the Miami County Board of Commissioners, City of Troy and the City of Piqua will be applying for \$710,000 LSO Grant comprised of federal American Rescue Plan Act (ARPA) funds. The following eligible CHIP activities have been selected for the City of Piqua: Lead Abatement Projects – 1 unit Lead Safe Renovation Projects – 7 units

Commissioners Comments:

Public Comment: Chuck Starrett asked if this included lead in pipes, paint etc. Chris Schmiesing confirmed. Chuck Starrett said that this amount of money won't cover all of that. Mayor Lee said that it is a start, and won't get all, but some. Commissioner Hohman asked if we could track how the grant money is used. Mayor Lee asked if it would be possible for the citizens to see this information.

A motion was made by Commissioner Hohman to approve the resolution and Commissioner Vetter seconded the motion. All were in favor and the motion was carried unanimously.

CITY MANAGER'S REPORT Paul Oberdorfer gave an update on the township contracts with the City. He said the meeting to discuss the Washington township contract was postponed until their accountant meets with the City's Finance Director. Both townships have extended their agreements until March 31.

COMMISSIONERS COMMENT

Commissioner Simmons introduced Marcy as his service dog and explained that he needed his service dog due to surgery. He has a full ham radio class and may have another class if he gets good results from this one.

Commissioner Hohman was thankful that the committee was approved. He said the group will be dedicated to identifying what happened at the Fire Training Center and he is excited for that. He thanked Commissioner DeBrosse for initiating the committee.

Commissioner Vetter stated he checked into the report of a citizen's utilities being shut off for being \$41 short and the statements given were not totally accurate. He talked to the engineering department about

the streets and a team is reviewing them. Commissioner Vetter said that he has received notices about sex offenders staying at cold shelters and he is having discussions with the shelters because he recognizes this is not a good location. He announced the following meetings: 1st time home buyers' program and Hance Pavilion. Commissioner Vetter is trying to get information about the Scenic River Recognition.

Mayor Lee appreciated Commissioner DeBrosse for coming up with the committee. He also announced that the Town Hall is being pushed back a month and the topic will be on Economic Development. He announced Black History Month, and he shares something every day on his Facebook to recognize black history.

PUBLIC COMMENTS WERE HEARD

ADJOURNMENT at 8:46 p.m.

Commissioner Homan made a motion to adjourn the meeting and Commissioner Vetter seconded the motion.

At the meeting, Jeff Grimes asked if TIF money was still going to be used for the property where the hotel and Olive Garden are going and asked what kind of jobs this development was going to bring.

Via email to the City Manager, Jeff Grimes asked the following questions:

How many employees have been fired or left the City of Piqua since you became City Manager?

72 voluntary and involuntary separations since January 2021

How was TIF money approved if there was other interest in the Red Roof Inn?

The TIF was authorized and approved by Piqua City Schools, Upper Valley, and the City of Piqua Commission.

He requested a record of all improvements made to 9300 St. Rt. 66 since 2017.

This is a public records request that will be fulfilled by the Law Director.

Please provide all emails associated with Jeff Grimes & all city employees.

This is an overly broad request. You must identify the records you are seeking "with reasonable clarity," so that the city can identify responsive records based on the manner in which it ordinarily maintains and accesses the public records it keeps. You must fairly and specifically describe what you are seeking.

How much does the city pay per month for the 2 trash dumpsters located on the city building's property & how many years have these dumpsters been there?

The cost is \$88.33/month and the dumpsters were originally placed there in 2001.

Was any grant money available for rehabilitation of any houses in Piqua that was not used for that house and what addresses were the houses?

For PY 2020 CHIP (funds spent through 2023), we received \$145,000 for Rehabilitation projects and \$135,000 for Repair projects. We completed 4 rehabs and 4 repairs. We spent \$153,325 on our 4 rehabs and spent \$74,425 on our 4 repairs.

For PY 2021 CDBG, we received \$120,000 for Community-wide demolitions. We completed 7 projects and spent \$118,351 on those projects. Please see attached for addresses and costs.

Address	Amount
1126 Young St	\$10,225.00
827 Greene St	\$19,175.00
701 Linden	\$21,675.00
527 Clark	\$23,350.00
804 Camp	\$47,980.00
424 Brook St	\$11,804.00
711 Cottage Ave	\$49,382.00
317 Second St	\$44,159.00

Project/Address	Scope of Work	
IFB 2230 - Riverside	Asbestos Survey	\$ 400.00
IFB 2231 - 603 Covington	Asbestos Survey	\$ 400.00
IFB 2232 - Marlboro	Asbestos Survey	\$ 400.00
IFB 2228 N College	Asbestos Survey	\$ 500.00
IFB 2301 N College	Asbestos Survey	\$ 9,000.00
IFB 2302 - Riverside	Asbestos Abatement	\$ 1,360.00
IFB 2303 - 603 Covington	Asbestos Abatement	\$ 1,000.00
IFB 2304 - Marlboro	Asbestos Abatement	\$ 5,150.00
IFB 2325 130 S Wayne	Demolition & Abatement	\$52,620.00
IFB 2326 337 S Main	Demolition & Abatement	\$ 6,975.00
IFB 2328 535 S Main	Demolition	\$ 2,475.00
IFB 2309 - N. College Street	Demolition	\$14,990.00
IFB 2310 - 458 Riverside Drive	Demolition	\$ 5,870.00
IFB 2312 - 916 Marlboro	Demolition	\$ 6,866.00
IFB 2311 - 603 Covington	Demolition	\$ 7,500.00
	Professional Inspection Services	\$ 315.00
	Professional Inspection Services	\$ 450.00
	Asbestos Survey	\$ 2,080.00

Piqua Hotel and Restaurant

PIQUA, OHIO



The proposed development of a 90-room select-service hotel with amenities to include an indoor pool and fitness room, business center, meeting space and a restaurant/lounge. Additionally, the development will include a stand-alone Olive Garden branded full-service restaurant.

Construction Impact

Total Project Costs

\$22M

Economic Output and Labor Income



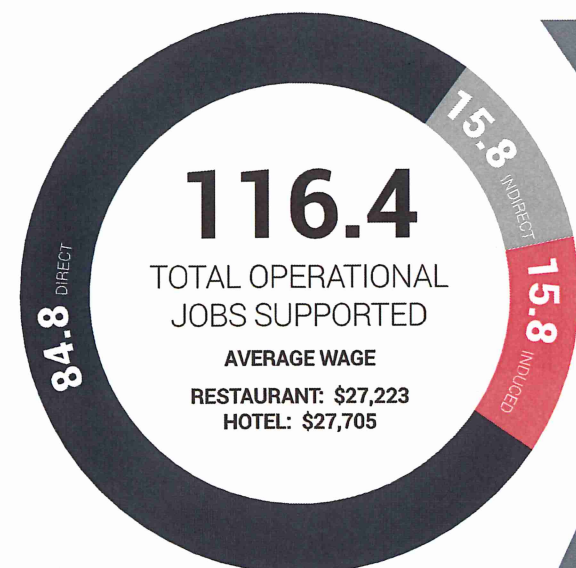
Construction Supply Chain

Based on industry data for the local area, an estimated 43% of the goods and services that construction of the facility will require can be provided within the region.



Operational Impacts

Annual Economic Output and Labor Income



\$207.63M ECONOMIC OUTPUT OVER THE NEXT 10 YEARS

Operational Supply Chain

Based on industry data for the local area, an estimated 51% and 49% of the goods and services that the hotel and restaurant respectively will require to operate can be provided within the region.

Local Expenditures

Based on industry patterns in the local area, it is estimated that use of the facilities will result in the expenditure of approximately \$3.44 million in disposable income.

RESOLUTION NO. R-27-24

A RESOLUTION APPOINTING A MEMBER TO THE ENERGY BOARD

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

SEC. 1: Stuart Shear is hereby appointed as a member of the Energy Board for a five-year term to expire on March 1, 2029, or until a successor is confirmed and qualified;

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

KRIS LEE, MAYOR

PASSED: _____

ATTEST: _____
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 Frank DeBrosse	_____
Commissioner Thomas Hohman	_____
Commissioner Paul Simmons	_____
Commissioner Jim Vetter	_____

RESOLUTION NO. R-28-24

A RESOLUTION APPOINTING A MEMBER TO THE ENERGY BOARD

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

SEC. 1: John Alexander is hereby appointed as a member of the Energy Board for a five-year term to expire on March 1, 2029, or until a successor is confirmed and qualified;

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

KRIS LEE, MAYOR

PASSED: _____

ATTEST: _____
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 Frank DeBrosse	_____
Commissioner Thomas Hohman	_____
Commissioner Paul Simmons	_____
Commissioner Jim Vetter	_____

RESOLUTION NO. R-29-24

A RESOLUTION APPOINTING A MEMBER TO THE ENERGY BOARD

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

SEC. 1: Earl (Lynn) Sever III is hereby appointed as a member of the Energy Board for a five-year term to expire on March 1, 2029, or until a successor is confirmed and qualified;

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

KRIS LEE, MAYOR

PASSED: _____

ATTEST: _____
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 Frank DeBrosse _____
Commissioner Thomas Hohman _____
Commissioner Paul Simmons _____
Commissioner Jim Vetter _____

RESOLUTION NO. R-30-24

A RESOLUTION APPOINTING A MEMBER TO THE ENERGY BOARD

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

SEC. 1: D. Patrick Jenkins is hereby appointed as a member of the Energy Board for a five-year term to expire on March 1, 2029, or until a successor is confirmed and qualified;

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

KRIS LEE, MAYOR

PASSED: _____

ATTEST: _____
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 Frank DeBrosse	_____
Commissioner Thomas Hohman	_____
Commissioner Paul Simmons	_____
Commissioner Jim Vetter	_____

RESOLUTION NO. R-31-24

A RESOLUTION APPOINTING A MEMBER TO THE ENERGY BOARD

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

SEC. 1: David Fishback is hereby appointed as a member of the Energy Board for a five-year term to expire on March 1, 2029, or until a successor is confirmed and qualified;

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

KRIS LEE, MAYOR

PASSED: _____

ATTEST: _____
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 Frank DeBrosse _____
Commissioner Thomas Hohman _____
Commissioner Paul Simmons _____
Commissioner Jim Vetter _____

Commission Agenda Staff Report

MEETING DATE	February 20, 2024		
REPORT TITLE	An ordinance to amend Title XV: Land Usage, Piqua Development Code		
SUBMITTED BY	Chris Schmiesing, Community and Economic Development Director		
	Development Department		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input checked="" type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> Development Director		
BACKGROUND (Description, background, justification)	This ordinance amends Title XV: Land Usage, Piqua Development Code to establish use standards for a hotel and makes the use a Special Use in the districts where it may be permitted. The use standards provide a means for evaluating any new hotel that is proposed to ensure it can be supported by the local economy and that it is not likely to have a deleterious impact on any existing hotel uses.		
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted \$:		
	Expenditure \$:		
	Source of Funds:	N/A	
	Narrative:	The Planning Commission has reviewed the code amendment and has recommended approval of the modifications presented in this ordinance.	
OPTIONS (Include deny /approval option)	1.	Approve of the adoption of the ordinance.	
	2.	Disapprove of the adoption of the ordinance.	
PROJECT TIMELINE	Jan 16, 2024 – 1 st Reading Feb 6, 2024 – 2 nd Reading Feb 20, 2024 – 3 rd Reading		
STAFF RECOMMENDATION	Approve the proposed ordinance.		
ATTACHMENTS			

ORDINANCE NO. O-1-24

AN ORDINANCE TO AMEND TITLE XV: LAND USAGE, PIQUA DEVELOPMENT CODE

WHEREAS, the Piqua Development Code adopted by Piqua Code of Ordinances Title XV establishes districts and standards pertaining to the development and use of land; and,

WHEREAS, the Planning Commission has recommended amending Section 3.2.1 of the Piqua Development Code to include a hotel use as a Special Use in the NX, CX, CO, RX, T-FX, T-NX, T-GX, T-SX, D-RF, D-GX and D-SX districts; and,

WHEREAS, the Planning Commission has recommended amending Section 3.5.5-A of the Piqua Development Code to add:

2.0 Use Standards

When determining if a Special Use should be authorized to permit the construction of a new hotel, consideration shall be given to the current market conditions regarding the performance of existing hotels of the same or similar type/classification/characteristics as the proposed hotel (e.g., economy, select service, full service, luxury), including whether the existing hotels consistently maintain an occupancy rate averaging plus or minus sixty-five percent or better.

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

- SEC. 1: The Piqua Development Code adopted by Piqua Code of Ordinances Title XV is hereby amended as described herein.
- SEC. 2: This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

1st Reading – 1/16/2024

2nd Reading – 2/6/2024

3rd Reading – 2/20/2024

KRIS LEE, MAYOR

PASSED: _____

ATTEST: _____
MELISSA KINNEY
CLERK OF COMMISSION

The Motion to adopt the foregoing Ordinance was offered by _____,
seconded by _____, and on roll call the following vote ensued:

Mayor Kris Lee _____

Commissioner James Vetter _____

Commissioner Frank DeBrosse _____

Commissioner Thomas Holman _____

Commissioner Paul Simmons _____

Commission Agenda Staff Report

MEETING DATE	Tuesday, February 20, 2024		
REPORT TITLE	A resolution requesting authorization to enter into a contract with Utility Service Company, Inc., for a ten-year service contract that will include inspection and required maintenance of the R.M. Davis Parkway water tower		
SUBMITTED BY	Name & Title: Kevin Krejny, Utilities Director		
	Department: Water Department		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager	<input checked="" type="checkbox"/> Department Director	
	<input checked="" type="checkbox"/> Finance Director	<input checked="" type="checkbox"/> Law Director	
BACKGROUND	Piqua owns three water towers. The R.M. Davis Tower is 20 years old, and this contract would place it in a ten-year maintenance/inspection schedule. The Ash Street Tower has been in a similar contract for the last 11 years. USC maintains the Ash Street Tower. This contract covers yearly inspections, recommended cleanings, and coatings. An exterior coating is planned for the R.M. Davis Tower in September 2024.		
BUDGETING AND FINANCIAL IMPACT	Budgeted:	In total, \$232,000 is budgeted for 2024.	
	Expenditure:	\$229,557 is our estimated expenditure.	
	Source of Funds:	403-303-618-7204	
	Narrative:	Continuing with a successful, long-term maintenance and inspection program for Piqua Water Towers	
OPTIONS	1.	Approve this Resolution authorizing the contract to Utility Service Company, Inc.	
	2.	Do not approve this Resolution.	
PROJECT TIMELINE	This contract would begin in 2024 and continue for 10 years.		
STAFF RECOMMENDATION	Sign contract for long-term inspection and maintenance services of the R.M. Davis Water Tower.		
ATTACHMENTS	Utility Service Company, Inc. Master Services Agreement and Scope of Work and the 10-year maintenance and payment schedule		

RESOLUTION NO. R-32-24

A RESOLUTION REQUESTING AUTHORIZATION TO ENTER INTO A CONTRACT WITH UTILITY SERVICE COMPANY, INC. FOR A TEN-YEAR SERVICE CONTRACT THAT WILL INCLUDE INSPECTION AND REQUIRED MAINTENANCE OF THE R.M. DAVIS PARKWAY WATER TOWER

WHEREAS, the City of Piqua desires to enter into a contract with Utility Service Company, Inc., for the service contract as shown in Exhibit "A" appended hereto; and

WHEREAS, Utility Service Company (USC), Inc., will overcoat the exterior of the water tower, as well as sandblast and paint the interior; and

WHEREAS, USC will provide inspections, required maintenance, and upkeep on the R.M. Davis Parkway water tower for the contractual 10-year period; and

WHEREAS, this service agreement warrants any maintenance and inspection services performed by USC.

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 USC, Inc., for a ten-year service contract, with includes overcoating the exterior, as well as sandblasting and painting the interior of the tower as shown in Exhibit "A";
- SEC. 2: The Finance Director certifies that funds are available or anticipated to come and is hereby authorized to draw his warrant from time to time on the appropriate account of the city treasury in payment according to contract terms.
- SEC. 3: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

KRIS LEE, MAYOR

PASSED: _____

ATTEST: _____
MELISSA KINNEY
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 Paul Simmons	_____
Commissioner Thomas Hohman	_____
Commissioner Frank DeBrosse	_____
Commissioner James Vetter	_____

SCOPE OF WORK NO. 1
TO THE MASTER SERVICES AGREEMENT BETWEEN
UTILITY SERVICE CO., INC.
AND
CITY OF PIQUA CITY, OH

WATER TANK MAINTENANCE – 1,500,000 FLUTED COLUMN – RM DAVIS TANK

1. **Effective Date.** The Effective Date for this Scope of Work No. 1 (“SOW1”) shall be _____, 20____ .
2. **Term.** The Owner agrees to engage the Company to provide the professional services needed to maintain its **1,500,000** gallon water storage tank located at **158 RM Davis Parkway, Piqua, Ohio 45356** (hereinafter, “the Tank”). This SOW1 shall commence on the Effective Date and shall continue in full force and effect for one year. This SOW1 will automatically renew for successive one-year terms unless terminated as defined in Section 10 herein. For purposes of this SOW1, “Contract Year” shall mean the 12-month period which commences on the first day of the month when the SOW1 is executed by the Owner and each successive 12-month period thereafter (hereinafter, “Contract Year” or collectively, “Contract Years”).
3. **Company’s Engagement and Responsibilities.** This SOW1 outlines the Company’s responsibility for the upfront renovation (hereinafter, the “Upfront Renovation”) of the Tank and the care and maintenance of the Tank thereafter. The services (collectively, “the Services”) that the Company will provide include the following:
 - a. The Tank shall receive an Upfront Renovation, which will include: **exterior renovation and repairs prior to the end of Contract Year 1; interior renovation prior to the end of Contract Year 5.**
 - b. The Company will annually inspect the Tank. The Tank will be inspected to ensure that the structure is in a sound, watertight condition. The Company will provide a written inspection report to the Owner following each inspection.
 - c. Biennially, after the Tank is drained by the Owner, the Company will clean the interior of the Tank and perform a condition assessment on the Tank (hereinafter “Washout Inspection”). During each Washout Inspection, the Tank will be cleaned to remove all mud, silt, and other accumulations from the interior of the Tank. After a Washout Inspection is completed, the interior of the Tank will be thoroughly inspected and disinfected prior to returning the Tank to service; however, the Owner is responsible for draining and filling the Tank and conducting any required testing of the water before returning the Tank to service.
 - d. The Company shall provide the engineering and inspection services needed to maintain and repair the Tank during the term of this SOW1. The repairs include: the Tank’s expansion joints, water level indicators, sway rod adjustments, vent screens, manhole covers/gaskets, and the Tank’s other steel parts not otherwise excluded hereinafter.

- e. The Company will clean and repaint the exterior of the Tank at such time as complete repainting is needed. The need for exterior painting of the Tank is to be determined by the appearance and protective condition of the existing paint. At the time that the exterior requires repainting, the Company agrees to paint the Tank with a coating that is the same color as the existing coating and to select a coating system which best suits the site conditions, environment, and general location of the Tank. When exterior painting of the Tank is needed, all products and procedures as to coating systems will be equal to or exceed the requirements of the **State of Ohio** and the American Water Works Association's D102 standard in effect as of the Effective Date (defined hereinafter).
- f. The Company will install a lock on the roof hatch of the Tank; however, the provision of such lock does not guarantee the Tank's security during the term of the SOW1. For the avoidance of doubt, security of the Tank and the site where the Tank is located (hereinafter, "Tank Site") are the responsibility of the Owner.
- g. In the event of an emergency involving the Tank, the Owner shall provide written notice of such emergency to the Company via its email hotline at the following address: customerservice@usgwater.com. The Company will provide emergency services for the Tank, when needed, to perform all repairs covered under this SOW1. Reasonable travel time must be allowed for the repair unit to reach the Tank Site.
- h. When the Tank is taken out of service, the Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the Tank is being serviced. The Owner assumes all risk and liability for the installation and use of the pressure relief valves.
- i. The Company will furnish the Owner with current certificates of insurance, which will summarize the Company's insurance coverage.

4. **Price/Annual Fees.** For the performance of the Services required by Section 3, the Owner shall pay the Company an Annual Fee (hereinafter, "Annual Fee") for each Contract Year of the SOW1. The first **five (5)** Annual Fees shall be **\$229,557.00** per Contract Year. The Annual Fee for Contract **Year 6** shall be **\$41,984.00**. Each Contract Year thereafter, the Annual Fee shall be adjusted to reflect the current cost of service. The adjustment of the Annual Fee shall be limited to a maximum of 5% annually. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this SOW1.
5. **Payment Terms.** The Annual Fee for Contract **Year 1**, plus all applicable taxes, shall be due and payable **upon completion of the exterior renovation in Contract Year 1. Each subsequent Annual Fee, plus all applicable taxes, shall be due and payable on May 1 of each Contract Year thereafter, beginning on May 1, 2025.** If the Annual Fee, plus all applicable taxes, are not paid within ninety (90) days of the date of invoice, the Company may charge the Owner a late fee on unpaid balances and may also terminate or suspend Services under this SOW1 without notice. The late fee will be 1.5% per month.

6. **Changes or Delays to Services.** For purposes of this Section 6, “Unreasonable Delay” shall mean the Owner’s delay in releasing the Tank or making the Tank available to the Company for the performance of any of the Services described herein for a period of twenty-four (24) months following the Company’s written request for release or access to the Tank. In the event of Unreasonable Delay, the Company reserves the right to recover its reasonable costs related to the Unreasonable Delay, and the Owner agrees to negotiate with the Company in good faith to determine the amount of its reasonable costs caused by such Unreasonable Delay. Furthermore, the Owner hereby agrees that the Company can replace a Washout Inspection of the Tank with a visual inspection, remotely operated vehicle inspection (“ROV Inspection”), or unmanned aerial vehicle inspection (“UAV Inspection”) without requiring the modification of this SOW1.

7. **Structure of Tank and Tank Site Conditions.** The Company is accepting this Tank to maintain pursuant to the requirements of this SOW1 based upon its existing structure and components as of the Effective Date (defined hereinafter). ***Any modifications to the Tank, including antenna installations, shall be approved by the Company, prior to installation and may warrant an increase in the Annual Fees.*** In addition, changes in the condition of the Tank Site and/or any adjoining properties (e.g., construction of a mall next to the Tank Site which significantly increases the risk of overspray claims, etc.) following the Effective Date, which cause an increase in the cost of the maintenance of the Tank, will be just cause for an equitable adjustment of the Annual Fees in this SOW1.

8. **Environmental, Health, Safety, Labor, or Industry Requirements.** The Owner hereby agrees that the promulgation of, enactment of, or modification to any environmental, health, safety, or labor laws, regulations, orders, or ordinances (e.g., EPA or OSHA regulations or standards) following the Effective Date of this SOW1, which cause an increase in the cost of the maintenance of the Tank, will be just cause for an equitable adjustment of the Annual Fees in this SOW1. Furthermore, modifications to industry requirement(s) including, but not limited to, standard(s) or other guidance documents issued by the American Water Works Association, National Sanitary Foundation, and the Association for Materials Protection and Performance, which cause an increase in the cost of the maintenance of the Tank, will be just cause for an equitable adjustment of the Annual Fees in this SOW1. Said equitable adjustment of the Annual Fees in this SOW1 will reasonably reflect the increased cost of the Services with newly negotiated Annual Fee(s).

The work performed under this Contract is subject to prevailing wages, and the workers who are performing work under this Contract are to be paid no less than the prevailing hourly rate of wages as set by the appropriate authority. Any future work performed by workers under this Contract will be subject to the wage determination of the appropriate authority which is in effect when the work is performed. However, the Owner and the Company hereby agree that if the prevailing wage rates for any job or trade classification increases by more than 5% per annum from the effective date of this Contract to the date in which any future work is to be performed under this Contract, then the Company reserves the right to re-negotiate the annual fee(s) with the Owner. If the Company and the Owner cannot agree on re-negotiated annual fee(s), then: (1) the Company will not be obligated to perform the work and (2) the Company will not be obligated to return past annual fee(s) received by the Company.

9. **Excluded Items.** This SOW1 does NOT include the cost for and/or liability on the part of the Company for: (i) containment of the Tank at any time during the term of the SOW1; (ii) disposal of any hazardous waste materials; (iii) resolution of operational problems or structural damage due to cold weather; (iv) repair of structural damage due to antenna installations or other attachments for which the Tank was not originally designed; (v) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (vi) negligent acts of Owner's employees, agents or contractors; (vii) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (viii) repairs to the foundation of the Tank; (ix) any latent defects or inaccessible areas of the Tank or its components (including, but not limited to, (a) corrosion from the underside of the floor plates, and (b) inaccessible areas of the Tank such as the area between the bottom of the roof plate and the top of the roof rafter); (x) the maintenance, repair or replacement of any electrical components (to include any lighting, such as aviation lights); (xi) the maintenance, repair or replacement of fill lines, insulation, and/or frost jackets; (xii) the maintenance, repair, or replacement of piping of any kind below ground level;; and (xiii) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of God include, but are not limited to, any damage to the Tank or Tank Site which is caused by seismic activity, hurricanes, and/or tornadoes. Acts of terrorism include, but are not limited to, any damage to the Tank or Tank Site which results from an unauthorized entry of any kind to the Tank or Tank Site.

10. **Termination.** This SOW1 is an annual contract that shall automatically renew on an annual basis for successive Contract Years so long as: (i) the Owner pays each Annual Fee to the Company in accordance with the terms herein and (ii) does not terminate the SOW1 pursuant to the terms of this Section. This SOW1 is subject to termination by the Owner only at the end of the then-current Contract Year if written notice of intent to terminate is received by the Company at least ninety (90) days prior to the first day of the upcoming Contract Year. If the notice of intent to terminate is not received at least ninety (90) days prior to the first day of the upcoming Contract Year, this SOW1 shall renew for an additional Contract Year and expire at the end of the upcoming Contract Year. In such an event, the Owner agrees that it shall be responsible to pay the Annual Fee for the upcoming Contract Year. The notice of intent to terminate must be sent by certified mail, with return receipt requested, to Utility Service Co., Inc., Attention: Customer Service, Post Office Box 1350, Perry, Georgia 31069, and signed by three (3) authorized voting officials of the Owner's governing body (e.g., commission or council). Notice of intent to terminate cannot be delivered electronically or verbally (e.g., email, text, phone call, etc.). The Owner acknowledges and agrees that the Company has advanced Services to the Owner, and the Company has not received full payment for the Services previously performed. Therefore, if the Owner elects to terminate this SOW1 prior to remitting the first **five (5)** Annual Fees, then the balance for work completed shall be due and payable within thirty (30) days of the Owner's issuance of the notice of intent to terminate at the end of the then-current Contract Year.

11. **Visual Inspection Disclaimer.** This SOW1 is based upon a visual inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Tank for all patent defects. If latent defects are identified once the Tank has been drained and is made available to the Company, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company re-negotiate

the Annual Fees. The definition of a “latent defect” shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, corrosion of the roof plates or rafters, corrosion in areas inaccessible to maintain, damage to the roof of the Tank which is not clearly discoverable during the visual inspection, etc.).

12. Excessive Inflation. In the event that the aggregate of the Annual Inflation Rates (defined hereinbelow) established for two (2) consecutive calendar years during the term of this SOW1 exceeds 12% in total, the Owner and the Company agree to renegotiate the Annual Fees and increase the Annual Fees throughout the remaining term of this SOW1 to compensate the Company for the excessive inflation. For purposes of this provision, the Annual Inflation Rate for each calendar year shall be established by the *Engineering News Report – Construction Cost Index (“ENR-CCI”)*. In the event that the ENR-CCI index is discontinued, the Owner and the Company will negotiate and agree to an alternative index or methodology to address the excessive inflation. For illustrative purposes, if a SOW is executed in 2022, the first equitable adjustment could not be made until both the 2023 inflation rate and the 2024 inflation rate have been established. If the annual inflation rates for 2023 and 2024 are 5.0% and 7.1%, respectively, the Owner and the Company agree to renegotiate the current year’s Annual Fee as well as the remaining Annual Fees for the remainder of the term of the SOW to address the excessive inflation.

13. Ohio Revised Code § 9.29.

a. The Owner is not required to make total payments in a single year that exceed the excess of (a) the Owner’s water utility charges over (b) the operating expenses of the water system payable from such charges and the principal, interest, and other debt charges, including reserves and coverage requirements, for outstanding debt due in that year.

b. The work performed under this Agreement shall be performed under the supervision of a professional engineer licensed under Chapter 4733 of the Revised Code, who certifies that the work will be performed in compliance with all applicable codes and engineering standards.

c. If, on the date of commencement of the Agreement, the water tank or appurtenant facilities require engineering, repair, sustainability, water quality management, or service in order to bring the tank or facilities into compliance with federal, state, or local requirements, the Company must provide the engineering, repair, sustainability, water quality management, or service. The cost of the work necessary to ensure such compliance shall be itemized separately and may be charged to the Owner in payments spread over a period of not less than three years from the date of commencement of the Agreement or SOW. The charges shall be paid after provision is made to pay operating expenses and the principal, interest, and other debt service charges, including reserves and coverage requirements for outstanding debt due in that year.

The SOW1 is executed and effective as of the date last signed by the parties below.

OWNER

City of Piqua City

By: _____

Name: _____

Title: _____

Date: _____

COMPANY

Utility Service Co., Inc.

By: _____ 

Name: Jonathan Cato

Title: Chief Operating Officer

Date: January 8, 2024

MASTER SERVICES AGREEMENT
Terms and Conditions

This MASTER SERVICES AGREEMENT ("Agreement") is entered into by and between **City of Piqua City** with a principal business address of 201 West Water Street, Piqua, Ohio 45356 ("Owner"), and **Utility Service Co., Inc.**, a Georgia corporation with a principal business address of 535 General Courtney Hodges Boulevard, Post Office Box 1350, Perry, Georgia 31069 ("Company").

WHEREAS, the Owner and the Company (individually, "Party"; collectively, "Parties") desire for the Company to provide goods and services to the Owner under the terms set forth herein;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Scope. The Company agrees to provide the Owner with certain goods and services ("Services") set forth on each properly executed Scope of Work ("SOW") to be attached hereto and incorporated herein by reference. Each SOW shall be subject to the general terms and conditions (the "Terms and Conditions") set forth in this Agreement. Each time Owner engages Company to perform Services, a new SOW shall be prepared specifying the scope of Services specific to that engagement. Unless otherwise indicated in any given SOW, Company shall be responsible for furnishing all labor, materials and tools to perform the Services. Each new SOW represents a separate contract between Company and Owner that incorporates the Terms and Conditions and is governed by this Agreement. All changes to any SOW may only be made by a written amendment to such SOW and signed by an authorized representative of each Party. Owner may terminate a SOW in accordance with the terms of each SOW. In the event there is a conflict between any term of an SOW and this Agreement, the term(s) of the SOW shall control.

2. Term. The effective date of this Agreement shall be _____, 2024 ("Effective Date"). The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect for one year ("Term"). This Agreement will automatically renew for successive one-year terms ("Renewal Terms") unless terminated as set forth in Section 9 of this Agreement. The term of a SOW shall begin on the commencement date provided in that SOW and continue in effect for the agreed term provided in that SOW.

3. Fees. For all Services performed, Owner shall pay Company in accordance with the terms of each SOW. The fees paid in accordance with each SOW shall constitute the full and complete compensation to Company for the Services performed pursuant to the SOW. Unless otherwise expressly set forth in any given SOW, Company shall be responsible for expenses it incurs in connection with its provision of the Services.

4. Independent Contractor. The Company is, and shall at all times remain, an independent contractor. The Company and each of the Company's employees and principals shall not be deemed for any purpose to be the Owner's employees, and they shall not be entitled to any claims, rights, benefits and privileges to which an employee of the Owner or any of its respective affiliates may be entitled under any retirement, pension, insurance, medical or other plans which may now be in effect or which may hereafter be adopted. The Owner is not responsible to any governing body or to the Company for paying or withholding payroll taxes and other employee expenses related to payments made to the Company. Notwithstanding anything to the contrary, this Agreement does not, and shall not be deemed to, constitute a partnership or joint venture between the Parties and neither Party nor any of their respective directors, officers, officials, or employees shall, by virtue of the performance of their obligations under this Agreement, be deemed to be an agent or employee of the other. No Party has the authority to bind the other Party except to the extent approved in writing by the Party to be bound.

5. Insurance. Company shall maintain statutory minimum Worker's Compensation as required by the laws of any jurisdiction in which Services are performed, and commercial general liability insurance covering Company's liabilities hereunder and for injury to persons or damage to property with limits of not less than \$2,000,000 per occurrence. Upon Owner's request, Company shall furnish Owner with a certificate of insurance evidencing this coverage.

6. Representations. Company represents and warrants that Company has the full power and authority to enter into and perform under this Agreement; that the execution, delivery and performance of this Agreement has been duly authorized and constitutes a valid and binding agreement of Company; and that the execution, delivery and performance of this Agreement will not result in the breach of, or constitute a default under, or violate any provision of, any agreement or other instrument to which Company is a party to a non-competition agreement or bound by any competitive restrictive covenant concerning or relating to, in any manner, the performance by Company of services similar to the Services to be performed hereunder.

7. Indemnification. Indemnification by Company. The Company shall indemnify the Owner and its officers and employees from and against any claims, actions, and suits resulting from and to the extent of the Company's negligence while performing hereunder. The Company's indemnification obligations hereunder shall be subject to Owner's prompt written notification to the Company adequately describing any third-party claim(s) resulting from the Company's performance hereunder.

8. Assignment of Receivables. The Company reserves the right to assign any outstanding receivables from this Contract to its financial institutions as collateral for any loans or lines of credit.

9. Termination.

a. Right to Terminate. Once all SOWs that have been issued under this Agreement have expired or have been terminated, pursuant to the termination provision(s) in each SOW, either Party may terminate this Agreement by giving ten (10) days' advanced written notice to the other Party.

b. Termination Provisions in SOWs. The termination of each individual SOW shall be governed by the applicable termination provision in each SOW.

10. Intellectual Property. The Owner acknowledges and agrees that (a) all intellectual property rights in the Company's performance, methods and all related know-how are owned by the Company, its licensors, or suppliers; and (b) this Agreement shall not be construed as a license for the Owner to use, deliver, or exploit the intellectual property used by the Company in its performance, except as expressly set forth in this Agreement. To the extent that any new intellectual property or know-how is developed as a result of the Company's performance, the new intellectual property rights will all be owned by the Company, its licensors, or suppliers, and the Owner agrees that it will not make a claim to any such new intellectual property rights.

11. Limitation of Liability.

a. **IN NO EVENT WILL THE COMPANY OR ITS RESPECTIVE AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, OFFICIALS, EMPLOYEES, SUPPLIERS OR AGENTS BE LIABLE FOR ANY LOSS OF REVENUE, PROFITS, OR DATA, OR FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE) WHICH ARISES OUT OF THE COMPANY'S OR ITS SUPPLIERS' PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT. THE TOTAL LIABILITY OF THE COMPANY, ITS AFFILIATES, SUBCONTRACTORS, EMPLOYEES, SUPPLIERS AND AGENTS ARISING OUT OF PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE SALE, DELIVERY, STORAGE, INSTALLATION, REPAIR, MODIFICATION OR USE OF THE EQUIPMENT, THE RENDITION OF OTHER SERVICES IN CONNECTION THEREWITH, SHALL NOT EXCEED, IN THE AGGREGATE, AN AMOUNT EQUAL TO TWENTY-FIVE PERCENT (25%) OF THE SUM OF ALL FEES PAID BY THE OWNER TO THE COMPANY PURSUANT TO THE TERMS OF ALL SOWs.**

b. **NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, ANY LIABILITY ON THE PART OF THE COMPANY FOR MATTERS RELATED TO OR ARISING FROM CYBER SECURITY (A) SHALL BE LIMITED TO CLAIMS RELATING TO THE HARDWARE AND SOFTWARE WITHIN THE DIRECT CONTROL OF THE COMPANY THAT IS THE DIRECT AND PROXIMATE CAUSE OF ANY LOSSES OR DAMAGE, AND (B) SHALL BE LIMITED TO ONLY THOSE CLAIMS OR PORTIONS OF CLAIMS THAT ARE COVERED BY INSURANCE REQUIRED TO BE MAINTAINED PURSUANT TO THE TERMS OF THIS AGREEMENT OR ANY SOW.**

12. Rules of Construction. In construing this Agreement, the following principles shall be followed: (i) no meaning may be inferred from any presumption that one Party had a greater or lesser hand in drafting this Agreement; (ii) examples do not limit, expressly or by implication, the matter they illustrate; (iii) the plural shall be deemed to include the singular and vice versa, as applicable; and (iv) the headings are for convenience only and do not affect the meaning or construction of any such provision. Furthermore, the Parties specifically acknowledge and agree that they have in fact read this Agreement and are fully informed and have full notice and knowledge of the terms, conditions and effects of this Agreement. Each Party further agrees that it will not contest the validity or enforceability of any provision of this Agreement on the basis that it had no notice or knowledge of such provision or that such provision is not conspicuous.

13. Miscellaneous.

a. **Notices.** All notices hereunder shall be in writing and shall be sent by certified mail, return receipt requested, or by overnight courier service, to the address set forth

below each Party's signature, or to such other addresses as may be stipulated in writing by the Parties pursuant hereto. Unless otherwise provided, notice shall be effective on the date it is officially recorded as delivered by return receipt or equivalent.

b. Entire Agreement; Amendment. This Agreement supersedes all prior agreements, arrangements, and undertakings between the Parties and constitutes the entire agreement between the Parties relating to the subject matter thereof. This Agreement may not be amended except by written instrument executed by both Parties. The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision of this Agreement.

c. Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party. Any attempt to assign this Agreement without the prior written consent of the other Party shall be null and void. A Change in Control of a Party shall not be deemed an assignment of this Agreement. For purposes of this Agreement, "Change in Control" shall mean an event deemed to occur if a person or entity, that is either affiliated or unaffiliated with the Company, acquires more than fifty percent control over the Party's voting securities.

d. Force Majeure. If either Party is prevented from performing any of its duties or obligations hereunder (other than duties or obligations with respect to payment) in a timely manner by reason or act of God or force majeure such as fire; war; earthquake; strike; lock-out; labor dispute; flood; public disaster; pandemic or epidemic event (to include but not limited to COVID-19); interruptions or delays in reasonably available means of transportation; acts of any government or its agencies or officers, or any order, regulation, or ruling thereof; equipment or technical malfunctions or failures; power failures or interruptions; or any other reason beyond its reasonable control, such condition shall be deemed to be a valid excuse for delay of performance or for nonperformance of any such duty or obligation for the period during which such condition(s) exist.

e. Survival of Certain Provisions. The provisions of Sections 10 and 11 of this Agreement shall survive the termination or expiration of this Agreement and continue to bind the Parties and their legal representatives, successors and permitted assigns.

f. No Waiver. The waiver of any breach or failure of a term or condition of this Agreement by any Party shall not be construed as a waiver of any subsequent breach or failure of the same term or condition, or a waiver of any other breach or failure of a term or condition of this Agreement.

g. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Agreement. The Parties may utilize electronic means (including facsimile and e-mail) to execute and transmit the Agreement and all such electronically executed and/or transmitted copies of the Agreement shall be deemed as valid as originals.

h. Dispute Resolution. In the event a dispute arises among the Parties, the disputing Party shall provide the other Party with written notice of the dispute, and within twenty (20) days after receipt of said notice, the receiving Party shall submit to the other a written response. The notice and response shall include a statement of each Party's position and a summary of the evidence and arguments supporting its position. Each Party shall designate a high level manager with authority to resolve the dispute to work in good faith with the other Party's designated manager to resolve the dispute; the name and title of said employee shall also be

included in the notice and response. The managers shall meet at a mutually acceptable time and place within thirty (30) days of the date of the disputing party's notice and thereafter as they deem reasonably necessary to resolve the dispute. If the managers, having acted in good faith, have not resolved the dispute within ninety (90) days of receipt of the initial written notice, then the Parties shall attempt to resolve the dispute in good faith by non-binding mediation administered by the American Arbitration Association ("AAA") under its Commercial Mediation Rules. If either Party is unsatisfied with the results of mediation and cannot resolve the dispute and/or claim at mediation, it shall be submitted to binding arbitration. Any such dispute and/or claim will be resolved by binding arbitration in accordance with the Rules for Commercial Arbitration of the American Arbitration Association before a panel of three (3) arbitrators, one appointed by each Party, and the third appointed by the Agreement of the first two arbitrators. The decision or award of a majority of the arbitrators shall be final and binding upon the Parties. Any arbitral award may be entered as a judgment or order in any court of competent jurisdiction. Each Party's costs and expenses attributed to the negotiation, mediation, and/or arbitration shall be borne by such Party.

i. Governing Law. This Agreement shall be governed by the law of the State of Ohio; provided, however, that the Company's obligation to comply with applicable laws shall be limited to laws that apply to the Company.

WHEREFORE, for the purpose of being bound, the Parties execute this Agreement by their duly authorized representatives as of the date(s) set forth below.

OWNER

City of Piqua City

By: _____

Name: _____

Title: _____

Date: _____

COMPANY

Utility Service Co., Inc.

By:  _____

Name: Jonathan Cato

Title: Chief Operating Officer

Date: January 25, 2024

Notice Address for Each Party:

City of Piqua City

Attn: _____

Utility Service Co., Inc.

Attn: Customer Service Department

535 General Courtney Hodges Boulevard

Post Office Box 1350

Perry, Georgia 31069



Thank you for your business. We look forward to working with you.

Utility Service Co., Inc., in accordance with ISO9000 requirements, requests that one complete copy of each fully executed contract be returned directly from our customer via email method to our Sales Administration office. Please email the contract to Lara Townsend / Contract Specialist at salesadmin@usgwater.com – she will send confirmation of receipt in a return email.

If unable to email, customers may send one complete copy of each fully executed contract via fax machine transmission method to Lara Townsend at 478-987-2991.

Please do not give or email the signed contract(s) to the Water System Consultant for delivery to our office.

If you have questions, please email Lara Townsend at salesadmin@usgwater.com - thank you!

9.29 Multi-year asset management professional service contracts.

(A) The following political subdivisions may enter into, by direct negotiation or through the solicitation of requests for proposals or requests for qualifications, a multi-year, asset management professional service contract for the engineering, repair, sustainability, water quality management, and maintenance of a water storage tank and appurtenant facilities owned, controlled, or operated by that political subdivision, but only if the contract complies with division (B) of this section:

(1) A board of county commissioners, board of directors of a conservancy district, board of directors of a sanitary district, or board of trustees of a regional water and sewer district;

(2) A municipal corporation through its director of public service, mayor, city manager, board of trustees of public affairs, village administrator, or other contracting officer, commission, board, or authority as authorized by ordinance of the municipal corporation's legislative authority.

(B) A contract entered into pursuant to division (A) of this section shall include provisions that do all of the following:

(1) Provide that the contracting political subdivision is not required to make total payments in a single year that exceed the excess of (a) the political subdivision's water utility charges over (b) the operating expenses of the water system payable from such charges and the principal, interest, and other debt charges, including reserves and coverage requirements, for outstanding debt due in that year;

(2) Require that the work performed be done under the supervision of a professional engineer licensed under Chapter 4733. of the Revised Code, who certifies that the work will be performed in compliance with all applicable codes and engineering standards;

(3) Provide that if, on the date of commencement of the contract, the water tank or appurtenant facilities require engineering, repair, sustainability, water quality management, or service in order to bring the tank or facilities into compliance with federal, state, or local requirements, the party contracting with the political subdivision must provide the engineering, repair, sustainability, water quality management, or service. The cost of the work necessary to ensure such compliance shall be itemized separately and may be charged to the political subdivision in payments spread over a period of not less than three years from the date of commencement of the contract. The charges shall be paid after provision is made to pay operating expenses and the principal, interest, and other debt service charges, including reserves and coverage requirements for outstanding debt due in that year.

Added by 128th General Assembly File No. 25, SB 85, §1, eff. 6/30/2010.

City of Piqua, Ohio

Budgetary

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
RM DAVIS 1.5 MG	Exterior Overcoat Interior Washout	Visual Inspection	Visual Inspection	Visual Inspection	Interior Full Blast with 100% Solids	Visual Inspection	Visual Inspection	Visual Inspection	Visual Inspection	Washout Inspection



The Above includes:

- Engineering
- All permitting required by Ohio EPA
- Prevailing wages

Scope of Work

- Exterior Overcoat (now and future)
- Interior full blast (100% solids)(NSF 600)
- Replace Screen with 24 mesh

Budgetary price for the Exterior Overcoat is: **\$420,000**



USG WATER
— SOLUTIONS —

Kevin Krejny
Utilities Director
City of Piqua
Subject: Exterior painting of water tower

Kevin,

Thank you for allowing us to inspect the RM Davis 1,500,000 million gallon fluted column water tower. The exterior coatings are the original coatings on the tower from when it was built. The coatings are now over 20 years old. The adhesion on the tower is in "Fair" condition. The tower can still be successfully overcoated if it is completed in 2024. If you wait until after that, the tower will need to be a full containment blast which only adds costs to the project. The dry film thickness of the coatings was also getting low with a measurement of 9.5. This also confirms the tower needs to be painted soon. Samples of the exterior coatings were sent to a lab for analysis. The exterior coatings are pigmented acrylic polyurethane. It is necessary to overcoat the tower with a chemically compatible coating to ensure no future delamination occurs. The tower was also tested for heavy metals and no heavy metals were found. It is our recommendation to overcoat the tower in 2024 with the below specs. The estimated cost of this renovation would be \$420,000.

Initial Upfront Renovation Specification

2024 - Exterior Overcoat

1. All exterior surfaces must be pressure washed with a minimum of 4,000 P.S.I. washer to remove any surface contamination.
2. All rusted areas must be Hand/Power tool cleaned per SSPC-SP2, SP3 cleaning methods.
3. All rusted or bare areas must be spot primed with a rust inhibitive metal primer.
4. One (1) full intermediate coat of a Tnemec Series N69 coating shall be applied to the complete exterior surfaces (100%) at a DFT of 2 to 3 mils.
5. One (1) full finish coat of a Tnemec Series 72 coating shall be applied to the complete exterior surfaces (100%) at a DFT of 2 to 3 mils.
6. Retrace existing logos/paint scheme

Please let me know if you have any questions.

Daryl Bowling
Water Systems Consultant
USG Water
937-765-7827

Commission Agenda Staff Report

MEETING DATE	February 20, 2024		
REPORT TITLE	A resolution awarding a contract to ORR Protection Systems for gas turbine fire protection system upgrades for the Power System		
SUBMITTED BY	Name & Title: Ed Krieger, Power System Director		
	Department: Power System		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input checked="" type="checkbox"/> Finance Director
	<input checked="" type="checkbox"/> Department Director		<input checked="" type="checkbox"/> Other: Energy Board
BACKGROUND	<p>The Power System owns, operates, and maintains two combustion turbines which consume #2 fuel oil to generate electricity. These units provide significant economic benefit to Piqua electric customers by peak-shaving or reducing Piqua’s overall electric demand during periods of high system load. The opportune operation of Piqua’s gas turbines provides savings to Piqua’s electric customers which typically exceeds \$1,000,000 annually, as well as serving as a back-up power source for the city in the event of a regional power outage.</p> <p>Piqua’s # 8 Gas Turbine is a General Electric Frame 5 combustion turbine, purchased and installed new in Piqua in 1971. The unit employs a CO2 fire protection system that was the original equipment when the unit was purchased over 50 years ago. Over the past year, this system has become extremely unreliable with three nuisance discharges. The company that has maintained this system over the years no longer employs the expertise required. The system is no longer in compliance with National Fire Protection Association (NFPA) standards.</p> <p>A contract with ORR Protection Systems for #8 gas turbine fire protection system upgrades was unanimously recommended to Piqua City Commission by the Piqua Energy Board at their January 30, 2024, meeting.</p>		
BUDGETING AND FINANCIAL IMPACT	Budgeted \$:	\$200,000	
	Expenditure \$:	\$200,000	
	Source of Funds:	401-202-513-7547	

	Narrative:	<p>ORR Protection Systems will upgrade the CO2 fire protection system on Piqua's #8 gas turbine, bringing the unit into full compliance with today's NFPA standards. Piqua's legacy fire protection system provider no longer has the expertise or capability to provide this service.</p> <p>ORR Protection Systems has quoted \$181,500 to complete the upgrade. 10% Contingency has been added to account for any unforeseen circumstances that may arise during the system upgrade.</p>
OPTIONS	1.	Approve the resolution awarding a contract to ORR Protection Systems for #8 gas turbine fire protection upgrades for the Power System at a not to exceed cost of \$200,000.
	2.	Do not approve the resolution and provide staff with further direction.
PROJECT TIMELINE	The Fire Protection System upgrades are planned for completion by June 1, 2024, prior to the start of this Summer's peak-shaving season.	
REASON FOR SELECTING CONSULTANT/COMPANY	ORR Protection Systems is an industry leader, providing fire protection systems to the Power Generation Industry throughout the United States since 1971. American Municipal Power (AMP) has utilized ORR Protection Systems to upgrade the fire protection systems on their units, which are similar to Piqua's gas turbines. AMP staff have expressed complete satisfaction with their installations and service following installation.	
STAFF RECOMMENDATION	Approve the Resolution awarding a contract to ORR Protection Systems for gas turbine fire protection upgrades to #8 gas turbine for the Power System at a not to exceed cost of \$200,000.	

RESOLUTION NO. R-33-24

**A RESOLUTION AWARDING A CONTRACT TO ORR PROTECTION SYSTEMS FOR GAS TURBINE
FIRE PROTECTION SYSTEM UPGRADES FOR THE POWER SYSTEM**

WHEREAS, the Power System owns, maintains, and operates two combustion turbines as critical back-up power resources for the City of Piqua.

WHEREAS, the continued operation of these resources provides significant financial benefit to Piqua electric customers.

WHEREAS, the fire protection system for Piqua's #8 Gas Turbine has become unreliable and no longer meets required National Fire Protection Association (NFPA) standards.

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 fire protection system upgrades is hereby awarded to ORR Protection Systems as the best, responsible proposer, and the City Manager is hereby authorized to execute a contract with said proposer pursuant to contract specifications.

SEC. 2: The Finance Director certifies that funds are available is hereby authorized to draw his warrant from time to time on the appropriate account of the city treasury according to contract terms, not exceeding a total of \$200,000.

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: _____

MELISSA KINNEY
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 Paul Simmons _____

Commissioner Jim Vetter _____

Commissioner Thomas Hohman _____

Commissioner Frank DeBrosse _____

**Commission Agenda
Staff Report**

MEETING DATE	February 20, 2024		
REPORT TITLE	A resolution authorizing a purchase order to Barrett Paving Materials Inc. as the primary supplier, and Valley Asphalt Corp. as the secondary supplier of 402 & 404 asphalt for the 2024 Street and Alley Maintenance Program		
SUBMITTED BY	Name & Title: Brian Brookhart, Public Works Director		
	Department: Public Works		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input checked="" type="checkbox"/> Finance Director
	<input checked="" type="checkbox"/> Department Director		<input type="checkbox"/> Law Director
BACKGROUND	<p>In October of 2023, the Contract & Purchasing Manager went out for asphalt bids sending specifications to several companies. The bids were received on November 14, 2023, and the bid tabulation is shown as "Exhibit A."</p> <p>We request to use Barrett Paving as our primary supplier and Valley Asphalt as our secondary supplier if Barrett cannot get the mix we need on the date of a project.</p>		
BUDGETING AND FINANCIAL IMPACT	Budgeted \$:	\$126,000	
	Expenditure \$:	\$126,000	
	Source of Funds:	Street Department O&M (101-113-850-7408)	
	Narrative:	This item is purchased each year for street patching and alley projects. \$126,000 was budgeted for this work in the 2024 budget. Based upon the unit bid prices, the Street Department anticipates completing as many patches as possible and resurfacing 32 alleys up to \$126,000.	
OPTIONS	1.	Approve the Resolution and continue with our 2024 Street Maintenance Program.	
	2.	Do not approve the resolution, which in turn would mean no in-house paving.	
	3.	Contract out all the patching and resurfacing, which would result in less being done for \$126,000.	
PROJECT TIMELINE	Work will be completed in 2024.		
STAFF RECOMMENDATION	Approve the resolution to allow the Street Department to continue with our ongoing Street Maintenance Program.		
ATTACHMENTS	IFB #2333 Bid Tabulation - Exhibit A		

RESOLUTION NO. R-34-24

**A RESOLUTION AUTHORIZING A PURCHASE ORDER TO
BARRETT PAVING MATERIALS INC. AS THE PRIMARY SUPPLIER, AND VALLEY
ASPHALT CORP. AS THE SECONDARY SUPPLIER, OF 402 & 404 ASPHALT FOR THE
2024 STREET AND ALLEY MAINTENANCE PROGRAM**

WHEREAS, on October 11, 2023, the Contract & Purchasing Manager publicly advertised for bids for Hot 402 & 404 Asphalt; and

WHEREAS, after proper advertisement, bids were opened on November 14, 2023, 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 purchase order is hereby authorized to Barrett Paving Materials Inc. as the primary supplier of 402 & 404 asphalt pursuant to the bid specifications;
- SEC. 2: A purchase order is hereby authorized to Valley Asphalt Corp. as the secondary supplier of 402 & 404 asphalt pursuant to the bid specifications should the primary supplier not be able to meet the demands of the City of Piqua;
- SEC. 3: The Finance Director certified that funds are available or anticipated to come into the City treasury and is hereby authorized to draw his warrant from time to time on the appropriate account of the city treasury in payment according to contract terms, not exceeding a total of \$126,000 between both the primary and the secondary supplier;
- SEC. 4: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

KRIS LEE, MAYOR

PASSED: _____

ATTEST: _____
MELISSA KINNEY
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 Hohman	_____
Commissioner James Vetter	_____
Commissioner Frank DeBrosse	_____
Commissioner Paul Simmons	_____

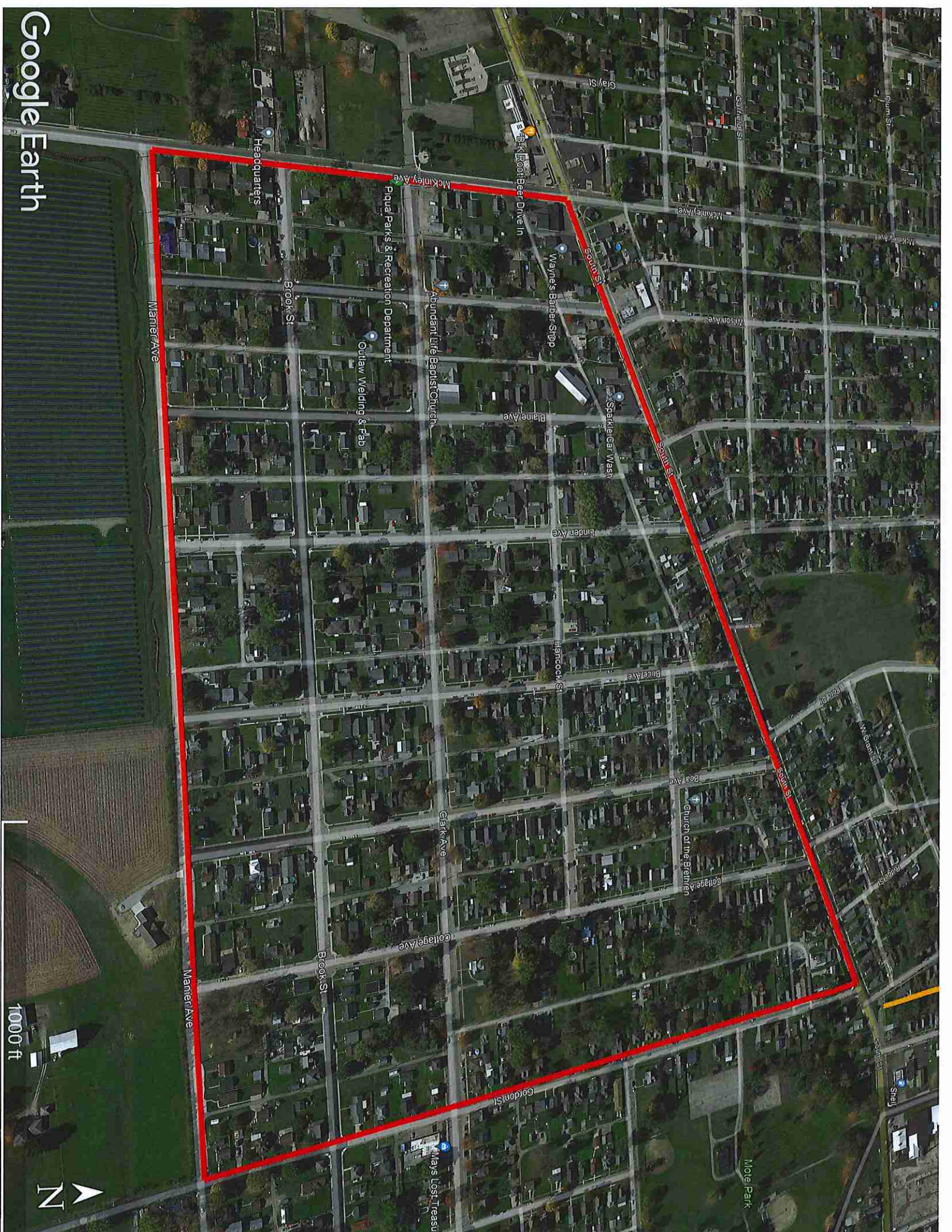
CITY OF PIQUA, OHIO

Exhibit A

Bid Tabulation for IFB 2333
 Opened 11-14-23 at 2:00 p.m.

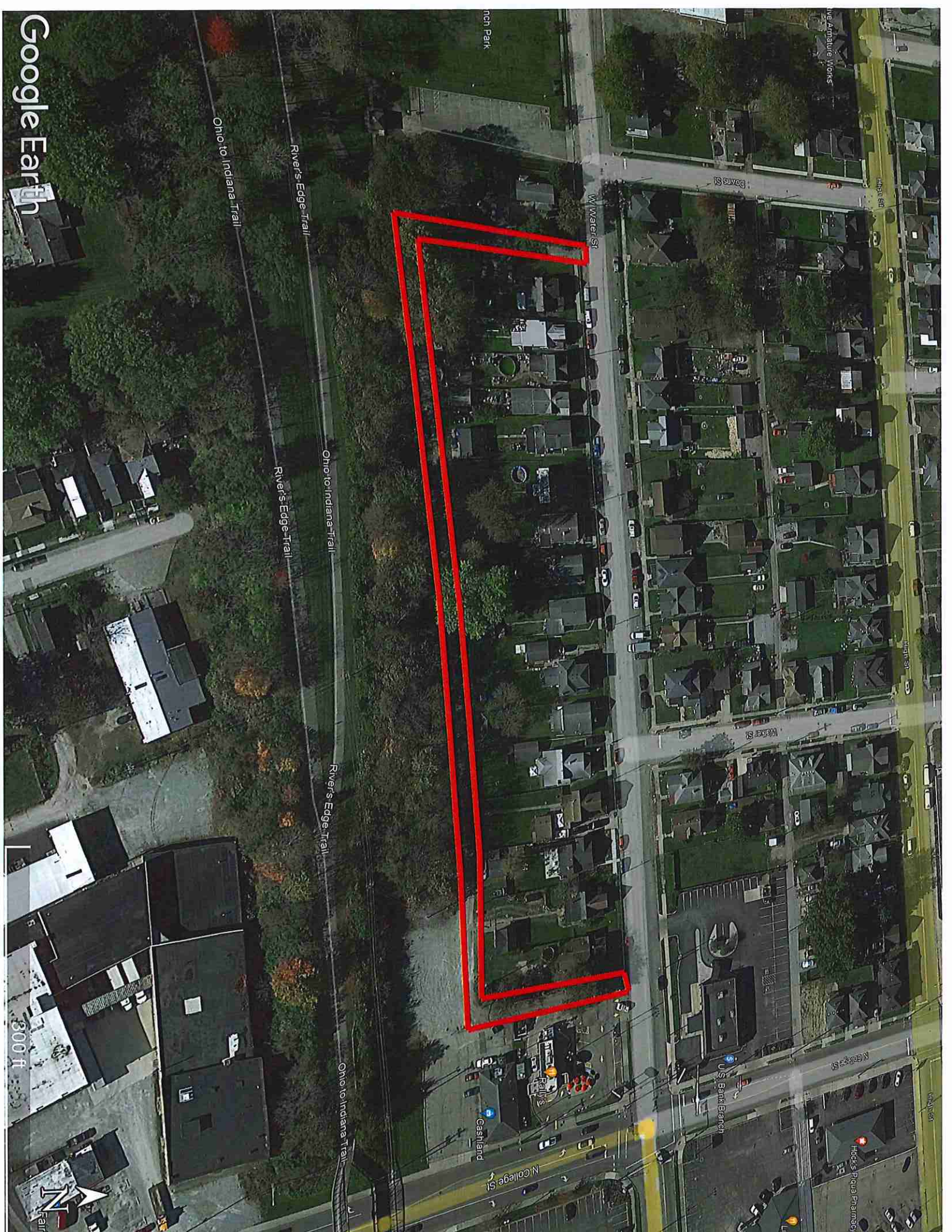
402 & 404 Asphalt & Cold Patch

	Barrett Paving Materials Inc. Franklin, OH	Valley Asphalt Corp. Cincinnati, OH	Hei-Way LLC Sarver, PA
<u>All prices are per ton</u>			
402 Asphalt	\$ 76.00	\$ 80.00	NB
404 Asphalt	\$ 78.00	\$ 84.00	NB
Cold Patch	\$ 162.50	\$ 155.00	\$ 143.00
		Pick up prices Call for delivery prices	Includes delivery with a 25 ton min. order
	Moraine Plant Only for cold patch 2701 W. Dorothy Lane, Moraine	Cold Patch 1901 Dryden Rd, Dayton	



Google Earth





Google Earth

Ohio to Indiana Trail

River's Edge Trail

Ohio to Indiana Trail

River's Edge Trail

River's Edge Trail

Ohio to Indiana Trail

W Water St

S Sawoc St

Wether St

N College St

N College St

U.S. Bank Branch

Hedick's Plaza Pharmacy

300 ft



36

36

Gordon St

Four Horseman Comics

Siquia Paper Box

Rivoli's Edge-Trail

Rivoli's Edge-Trail



**Commission Agenda
Staff Report**

MEETING DATE	February 20, 2024		
REPORT TITLE	A resolution authorizing a purchase order to Ohio CAT for the purchase of a new Caterpillar skid loader for the Public Works Department		
SUBMITTED BY	Name & Title: Brian Brookhart, Public Works Director		
	Department: Public Works Department		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input checked="" type="checkbox"/> Finance Director
	<input checked="" type="checkbox"/> Department Director		<input type="checkbox"/> Law Director
BACKGROUND	We are looking to purchase a new Skid Loader to replace our 2014 Skid Loader. The new skid loader is bid on through the Sourcewell Cooperative Purchasing program and will be purchased from Ohio CAT for \$116,167.00. This piece of equipment is heavily used for street and alley repairs, snow removal, and storm clean up.		
BUDGETING AND FINANCIAL IMPACT	Budgeted \$:	\$130,000.00	
	Expenditure \$:	\$116,167.00	
	Source of Funds:	Street Department # 101-113-850-8805	
	Narrative:	The Street Budget has the necessary funding to Purchase the skid loader.	
OPTIONS	1.	Approve the resolution.	
	2.	Do not approve the resolution.	
PROJECT TIMELINE	The skid loader should be delivered in 2024.		
STAFF RECOMMENDATION	Approve the resolution to allow the Street Department to purchase a new skid loader.		
REASON FOR SELECTING CONSULTANT/COMPANY	They are on the Sourcewell Municipal Purchasing contract that competitively bid on vehicles and equipment.		
ATTACHMENTS	Exhibit A – Ohio CAT Proposal		

RESOLUTION NO. R-35-24

**A RESOLUTION AUTHORIZING A PURCHASE ORDER TO
OHIO CAT FOR THE PURCHASE OF A NEW CATERPILLAR SKID LOADER
FOR THE PUBLIC WORKS DEPARTMENT**

WHEREAS, the Public Works Department requires the purchase of a new Caterpillar Model 299D3XE Compact Track Skid Loader from Ohio CAT; and

WHEREAS, bid was received through the Sourcewell Purchasing Program; and

WHEREAS, the price for the Caterpillar Skid Loader bid through the Sourcewell Purchasing Program 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 purchase order is hereby authorized to Ohio CAT for \$116,167.00;
- SEC. 2: The Finance Director is hereby authorized to draw his warrants on the appropriate account of the City treasury in payment for said equipment for \$116,167.00.
- 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: _____
MELISSA KINNEY
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 Hohman	_____
Commissioner James Vetter	_____
Commissioner Frank DeBrosse	_____
Commissioner Paul Simmons	_____



Quote 245345-01

Feb 09, 2024

CITY OF PIQUA
 FINANCE DEPARTMENT
 201 WEST WATER STREET
 PIQUA, Ohio 45356-2235

SOURCEWELL#: 032119-CAT



Dear Brian Brookhart,

Thank you for your interest in Ohio CAT and Caterpillar products for your business needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

One (1) New Caterpillar Model: 299D3XE Compact Track Loaders with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: TBD **SERIAL NUMBER:** **YEAR:** **SMU:**

MACHINE SPECIFICATIONS

299D3 XE COMPACT TRACK LOADER	597-4544	\$146,790.00
FAN,COOLING, DEMAND, REVERSING	579-8782	\$0.00
STANDARD RADIO(12V),BLUETOOTH	345-6180	\$0.00
LIGHTS, LED	495-1671	\$0.00
RUBBER BELT, 2 SPD, TF IDLERS	512-3929	\$0.00
CAB PACKAGE, ULTRA	588-9141	\$2,165.00
TRACK,RUBBER,400MM(15.7IN)BLCK	389-7673	\$0.00
DEBRIS MANAGEMENT PKG, (DM1)	629-2275	\$8,986.00
REAR LIGHTS	356-6082	\$0.00
DOOR, CAB, POLYCARBONATE	586-1308	\$284.00
SEAT BELT, 2"	542-6994	\$0.00
QUICK COUPLER, HYDRAULIC	589-8297	\$1,320.00
CERTIFICATION ARR, P65	563-1163	\$0.00
INSTRUCTIONS, ANSI, USA	512-4284	\$0.00
SERIALIZED TECHNICAL MEDIA KIT	421-8926	\$0.00
MOUNTING, FIRE EXTINGUISHER	563-7518	\$266.00
HEATER, ENGINE COOLANT, 120V	345-3556	\$260.00

FILM, SELF LEVEL, ANSI	435-9238	\$0.00
FILM, RIDE CONTROL, ANSI	422-3445	\$0.00
SHIPPING/STORAGE PROTECTION	0P-2266	\$274.00
PACK, DOMESTIC TRUCK	0P-0210	\$0.00
LANE 3 ORDER	0P-9003	\$0.00
PRODUCT LINK, CELLULAR PL641	644-9009	\$622.00
BUCKET-GP, 80", BOCE	279-5377	\$2,132.00
KIT, COUNTERWEIGHT, 100 LB ROC	388-7875	\$1,386.00

Total List Price	\$164,485.00
Sourcewell Discount 21%	-\$34,541.85
Ohio CAT Discount 8%	-\$13,158.80
Total Discount	-\$47,700.65
Customer Price	\$116,167.00

WARRANTY

Standard Warranty: 24 months/2000 Hour Premier Warranty.

F.O.B/TERMS: Ohio CAT

Thank you for your interest in Ohio CAT and Caterpillar products for your business needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Nate Nichols
Machine Sales Representative
Ohio CAT
nnichols@ohiocat.com
937-418-7495

**Commission Agenda
Staff Report**

MEETING DATE	February 20, 2024		
REPORT TITLE	A resolution authorizing a purchase order to Rush Truck Centers for the purchase of a 2025 International MV607 SBA plow truck for the Public Works Department		
SUBMITTED BY	Name & Title: Brian Brookhart, Public Works Director		
	Department: Public Works Department		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input checked="" type="checkbox"/> Finance Director
	<input checked="" type="checkbox"/> Department Director		<input type="checkbox"/> Law Director
BACKGROUND	After demoing municipal snowplow trucks from various manufacturers, we would like to purchase a 2025 International MV607 SBA plow truck from Rush Truck Centers. The plow truck is competitively bid through the ODOT Cooperative Purchasing program. The truck will have an 84-month 100,000 mile warranty, extended 84-month 150,000 mile engine warranty, and a 60-month extended Allison Transmission warranty. This truck is replacing a 2006 plow truck.		
BUDGETING AND FINANCIAL IMPACT	Budgeted \$:	\$220,000.00	
	Expenditure \$:	\$206,458.35	
	Source of Funds:	Street Department 101-113-850-8805	
	Narrative:	The Street Budget has the necessary funding to Purchase the plow truck.	
OPTIONS	1.	Approve the Resolution.	
	2.	Do not approve the Resolution.	
PROJECT TIMELINE	The Plow truck should be delivered late December of 2024 or early 2025 depending on build time.		
STAFF RECOMMENDATION	Approve the Resolution to allow the Street Department to purchase a new Plow Truck.		
REASON FOR SELECTING CONSULTANT/COMPANY	They are on the ODOT Purchasing contract that competitively bid on vehicles and equipment.		
ATTACHMENTS	Exhibit A – Rush Truck Centers Proposal		

RESOLUTION NO. R-36-24

**A RESOLUTION AUTHORIZING A PURCHASE ORDER TO
RUSH TRUCK CENTERS FOR THE PURCHASE OF
A 2025 INTERNATIONAL MV607 SBA PLOW TRUCK
FOR THE PUBLIC WORKS DEPARTMENT**

WHEREAS, the Public Works Department requires the purchase of an International MV607 SBA Plow Truck from Rush Truck Centers; and

WHEREAS, bid was received through the ODOT Purchasing Program; and

WHEREAS, the price for the International Plow Truck bid through the ODOT Purchasing Program 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 purchase order is hereby authorized to Rush Truck Centers for \$206,458.35;

SEC. 2: The Finance Director is hereby authorized to draw his warrants on the appropriate account of the City treasury in payment for said equipment for \$206,458.35.

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: _____
MELISSA KINNEY
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 Hohman _____

Commissioner James Vetter _____

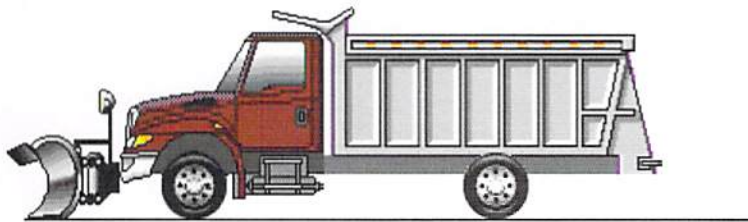
Commissioner Frank DeBrosse _____

Commissioner Paul Simmons _____

Prepared For:
City of Piqua
Brian Brookhart
201 W Water St.
Piqua, OH 45356-2235
(937)778 - 2095
Reference ID: N/A

Presented By:
RUSH TRUCK CENTERS
Joshua Huckery
11775 HIGHWAY DRIVE
CINCINNATI OH 45241 -
(513)372-8800

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your City of Piqua fleet needs.



Model Profile
2025 MV607 SBA (MV607)

AXLE CONFIG:	4X2
APPLICATION:	Front Plow with spreader
MISSION:	Requested GVWR: 35000. Calc. GVWR: 36220. Calc. GCWR: 80000 Calc. Start / Grade Ability: 34.59% / 3.60% @ 55 MPH Calc. Geared Speed: 73.2 MPH
DIMENSION:	Wheelbase: 156.00, CA: 88.90, Axle to Frame: 63.00
ENGINE, DIESEL:	{Cummins L9 330} EPA 2024, 330HP @ 2200 RPM, 1000 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 330 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-14-122A} I-Beam Type, 14,600-lb Capacity
AXLE, REAR, SINGLE:	{Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential, 200 Wheel Ends Gear Ratio: 5.63
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range G HDL2 (CONTINENTAL), 493 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, SINGLE:	23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
PAINT:	Cab schematic 100WP Location 1: 2303, Red (Std) Chassis schematic N/A

(0012EYX)

ATTACHMENTS: 0015WCN 0012THJ 0007WZY 0007SCP

<u>Parameter</u>	<u>Value</u>	<u>UOM</u>
Max Accelerator Vehicle Speed	68	MPH
Road Speed Governor Upper Droop	3	MPH
Road Speed Governor Lower Droop	0.0	MPH
Max Engine Speed No Veh Speed Sensr	2015	RPM
Idle Speed Adjustment Enable	Y, ENABLE FEATURE OR FUNCTION	N/A
Low Idle Speed	750	RPM
Idle Shutdown Enable	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Time Before Shutdown	15.0	MIN
ISD Percent Engine Loading	100	%
ISD In PTO	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Manual Override	N, DISABLE FEATURE OR FUNCTION	N/A
ISD With Parking Brake Set	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Ambient Temperature Override	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Cold Ambient Air Temperature	30	F
ISD Intermediate Ambient Air Temp	40	F
ISD Hot Ambient Air Temperature	81	F
ISD Manual Override Inhibit Zone En	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Hot Ambient Automatic Override	Y	N/A
ISD Engine Coolant Temp Threshold	53	F
Cruise Control Enable	Y, ENABLE FEATURE OR FUNCTION	N/A
CC Maximum Vehicle Speed	68	MPH
CC Save Set Speed	N, DISABLE FEATURE OR FUNCTION	N/A
CC Upper Droop	3.0	MPH
CC Lower Droop	0.0	MPH
CC Auto Resume	N, DISABLE FEATURE OR FUNCTION	N/A
CC Ovrsprd Retard Activation Enable	N, DISABLE FEATURE OR FUNCTION	N/A
CC Overspeed for Max Retarder	0.0	MPH
CC Overspeed for Min Retarder	0.0	MPH
Retarder - Min Vehicle Speed	10	MPH
Retarder - Delay Time	0.5	SEC
Retarder - Service Brake Activation	N, DISABLE FEATURE OR FUNCTION	N/A
Remote Accelerator Enable	N, DISABLE FEATURE OR FUNCTION	N/A
Remote Accelerator Mode	1, REMOTE ACCELERATOR PEDAL OR LEVER WITH TRANS VERIFICATION	N/A
PTO Enable	Y, ENABLE FEATURE OR FUNCTION	N/A
PTO In Cab Mode	Y, ENABLE FEATURE OR FUNCTION	N/A
Remote PTO Enable	N, DISABLE FEATURE OR FUNCTION	N/A
Remote Station PTO Enable	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Max Engine Speed	2200	RPM
PTO Min Engine Speed	750	RPM
PTO Maximum Engine Load	800	LB-FT
PTO Max Vehicle Speed	5	MPH
PTO Accelerator Override	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Accel Override Max Engine Speed	2400	RPM
PTO Clutch Override	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Service Brake Override	Y, ENABLE FEATURE OR FUNCTION	N/A
PTO Parking Brake Interlock Mode	0, PTO PRK BRK INT TYPE SET TO NONE	N/A
PTO Transmission Neutral Interlock	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Eng Spd Limit w/VSS Limit	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Ignore Vehicle Speed Sensor	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Resume Switch Speed	925	RPM
PTO Set Switch Speed	850	RPM
PTO Additional Switch Speed	950	RPM
PTO Ramp Rate	250	RPM/SEC
Remote PTO Number of Speed Settings	1	N/A

Remote PTO Speed Setting 1	1000	RPM
Remote PTO Speed Setting 2	1200	RPM
Remote PTO Speed Setting 3	1400	RPM
Remote PTO Speed Setting 4	1400	RPM
Remote PTO Speed Setting 5	1500	RPM
Remote Station PTO Resume Sw Spd	1000	RPM
Remote Station PTO Set Switch Speed	1500	RPM
Remote Station PTO Addition Sw Spd	1500	RPM
Transmission Driven PTO	N, DISABLE FEATURE OR FUNCTION	N/A
Transmission Driven PTO Type	0, ENGINE DRIVEN STEADY LOAD	N/A
DPF Active Regen in PTO Mode	Y	N/A
Powertrain Protection Enable	N, DISABLE FEATURE OR FUNCTION	N/A
Max Torque Allow By Axle/Driveshaft	23602	LB-FT
Max Torque in Top Gear Range	2995	LB-FT
Max Torque in Int. Gear Range	2995	LB-FT
Max Torque in Low Gear Range	2995	LB-FT
Max Torque w/o Vehicle Speed	1475	LB-FT
Lowest Gear of Top Gear Range	2.00	N/A
Lowest Gear of Int. Gear Range	3.00	N/A
Lowest Gear of Low Gear Range	6.00	N/A
Engine Protection Shutdown	Y, ENABLE FEATURE OR FUNCTION	N/A
Engine Protection Restart Inhibit	Y, ENABLE FEATURE OR FUNCTION	N/A
Engine Prot Coolant Level Shutdown	N, DISABLE FEATURE OR FUNCTION	N/A
Trip Information Vehicle Ovrsped1	75	MPH
Trip Information Vehicle Ovrsped2	77	MPH
Maintenance Monitor Enable	N, DISABLE FEATURE OR FUNCTION	N/A
Maintenance Monitor Operating Mode	0, MAINTENANCE MONITOR AUTOMATIC MODE OF OPERATION	N/A
Maintenance Monitor Alert Percent	90	%
Maintenance Monitor Distance	15000	MILES
Maintenance Monitor Fuel	2000	GALLONS
Maintenance Monitor Time	500	HOURS
Maintenance Monitor Interval Factor	1.00	N/A
Master Password	000000	N/A
Adjustment Password	000000	N/A
Reset Password	000000	N/A

These Electronic Parameters have been successfully finalized

<u>Code</u>	<u>Description</u>
MV60700	Base Chassis, Model MV607 SBA with 156.00 Wheelbase, 88.90 CA, and 63.00 Axle to Frame.
1ANA	AXLE CONFIGURATION {Navistar} 4x2
1CAG	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.250" x 3.610" x 0.375" (260.4mm x 91.7mm x 9.5mm); 456.0" (11582mm) Maximum OAL
1LEG	LICENSE PLATE HOLDER Includes Upper & Lower Mounting Plate Hardware, Mounted in Existing Holes in Front Bumper
1LNG	BUMPER, FRONT Contoured, Steel, Painted Gloss Black
1WEH	WHEELBASE RANGE 134" (340cm) Through and Including 197" (500cm)
2ATT	AXLE, FRONT NON-DRIVING {Meritor MFS-14-122A} I-Beam Type, 14,600-lb Capacity
3AGT	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 14,600-lb Capacity, with Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
4732	DRAIN VALVE (Berg) with Pull Chain, for Air Tank
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System
4EDN	AIR DRYER {Bendix AD-9SI} with Heater, Includes Safety Valve
4EXP	BRAKE CHAMBERS, FRONT AXLE {Bendix} 20 SqIn
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqIn Spring Brake
4EYD	AIR DRYER SHIELD to Protect from Debris
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake
4LAG	SLACK ADJUSTERS, FRONT {Gunitex} Automatic
4LGG	SLACK ADJUSTERS, REAR {Gunitex} Automatic
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4VLE	AIR DRYER LOCATION Mounted Inside Engine Compartment, Right Side
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes
4XDP	BRAKES, FRONT {Meritor 16.5X5 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 5", 14,700-lb Capacity
4XDR	BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle
4XEZ	AIR TANK LOCATION (2) Mounted Between the Rails, Back of Cab, One on Each Side, Parallel to Rails
5708	STEERING COLUMN Tilting
5CBE	STEERING WHEEL 4-Spoke; 18" Dia., Black Leather Wrapped
5PSA	STEERING GEAR {Sheppard M100} Power
6DGG	DRIVELINE SYSTEM {Dana Spicer} 1710, for 4x2/6x2
7BEU	AFTERTREATMENT COVER Aluminum
7BLW	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab

<u>Code</u>	<u>Description</u>
7SCP	ENGINE EXHAUST BRAKE for Cummins ISB/B6.7/ISL/L9 Engine with Variable Vane Turbo Charger
7WAZ	TAIL PIPE (1) Turnback Type
7WCM	EXHAUST HEIGHT 8' 10"
7WDN	MUFFLER/TAIL PIPE GUARD (1) Aluminum
7WZY	SWITCH, FOR EXHAUST 2 Position, Lighted & Latching, On/Off Type, Mounted in IP, Inhibits Diesel Particulate Filter Regeneration as Long as Switch is in On Position
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
8518	CIGAR LIGHTER Includes Ash Cup
8GXD	ALTERNATOR {Leece-Neville AV1160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn
8MJU	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 2850CCA Total, Top Threaded Stud
8RMZ	SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars
8RPB	RADIO, AUXILIARY CONTROLS Mounted in Steering Wheel, Radio Function Control Switch, Includes Volume Up/Down, Mute, Forward/Back and Bluetooth Answer/Disconnect
8RPP	ANTENNA Shark Fin, Roof Mounted
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input
8VBE	HORN, ELECTRIC (1) Trumpet Style
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn On if Windshield Wipers are Turned On
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8WXG	STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XDU	BATTERY BOX Steel, with Aluminum Cover, 14" Wide, 2-3 Battery Capacity, Mounted Left Side Under Cab
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord
8XNZ	HEADLIGHTS Halogen, with Daytime Running Lights
8XPK	POWER SOURCE, ADDITIONAL Auxiliary Power Outlet (APO) with USB-A Port and USB-C Port, Located in the Instrument Panel
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9HCX	GRILLE Stationary, Molded in Black
9WBN	FENDER EXTENSIONS Painted
9WBW	FRONT END Tilting, Fiberglass, with Three Piece Construction, Dual Air Intakes
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100

<u>Code</u>	<u>Description</u>
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10AGB	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360
10SLV	PROMOTIONAL PACKAGE Government Silver Package
10WCY	SAFETY TRIANGLES
10WUE	MUD FLAPS, FRONT WHEELS (2) Rubber, Mounted on Fender Extension
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines
12EYX	ENGINE, DIESEL {Cummins L9 330} EPA 2024, 330HP @ 2200 RPM, 1000 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 330 Peak HP (Max)
12THJ	FAN DRIVE {Horton Drivemaster} Automatic On/Off Type, with Normally Closed Temperature Control
12VCE	AIR CLEANER Single Element, Fire Retardant Media
12VJS	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2024
12VXV	THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic, Mobile, Variable Speed; (Range 2 to 20 MPH) Mounted on Steering Wheel
12WTA	FAN DRIVE SPECIAL EFFECTS Fan Cooling Ring with Fan Shroud Effects, Engine Mounted
12WWH	EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Door
12WZE	CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations
12XBM	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines
12XCA	RADIATOR Aluminum, 3-Row, Down Flow, Front to Back System, 837 SqIn Louvered, with 477 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler
12XCS	CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty
13BCS	TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission
13WGH	TRANSMISSION DIPSTICK Relocated to Right Side of Transmission
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223
13WVW	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming
13XAL	PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission

<u>Code</u>	<u>Description</u>
14ARB	AXLE, REAR, SINGLE {Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential, 200 Wheel Ends . Gear Ratio: 5.63
14VAH	SUSPENSION, REAR, SINGLE 23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
15LMN	FUEL/WATER SEPARATOR {Racor 400 Series,} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor
15LRE	LOCATION FUEL/WATER SEPARATOR Mounted Under Hood, Left Side, Above Front Axle
15SXX	FUEL TANK Top Draw, Polished Aluminum, 24" Dia, 50 US Gal (189L), Mounted Left Side, Under Cab
15WCN	DEF TANK 5 US Gal (19L) Capacity, Frame Mounted Outside Left Rail, Under Cab
16030	CAB Conventional, Day Cab
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GEG	GAUGE CLUSTER Premium Level; English with English Electronic Speedometer
16GHU	GRAB HANDLE, CAB INTERIOR (2) Safety Yellow
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} Mounted in Instrument Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16HLU	VIRTUAL GA, OIL TEMP,AUTO XMSN for Allison Transmission, Requires Premium Cluster
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
16LUM	SEAT, PASSENGER {National} Non Suspension, High Back with Integral Headrest, Vinyl, with Fixed Back, with Under Seat Storage
16SEE	GRAB HANDLE, EXTERIOR Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left Side at B-Pillar
16SNS	MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Black Heads and Arms, 6.5" x 14" Flat Glass, Includes 6.5" x 6" Convex Mirrors, for 102" Load Width
16VKK	CAB INTERIOR TRIM Diamond, for Day Cab
16VLK	CAB REAR SUSPENSION Air Suspension, for Mid Cab Height
16VSL	WINDSHIELD Heated, Single Piece
16WBY	ARM REST, RIGHT, DRIVER SEAT
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood
16WSE	LOW WASHER FLUID INDICATOR
16XJP	INSTRUMENT PANEL Wing Panel
16XTK	ACCESS, CAB Bright Aluminum, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab or Extended Cab
27DWR	WHEELS, FRONT {Accuride 43644} DISC; 22.5x8.25 Rims, Standard Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
28DWR	WHEELS, REAR {Accuride 43644} DUAL DISC; 22.5x8.25 Rims, Standard Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
29AAU	TIRE VALVE CAP {Alligaro V2B} Flo-Thru Design

<u>Code</u>	<u>Description</u>
7372135432	(4) TIRE, REAR 11R22.5 Load Range G HDL2 (CONTINENTAL), 493 rev/mile, 75 MPH, Drive
7382135438	(2) TIRE, FRONT 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position
	Services Section:
40129	WARRANTY Standard for MV Series, Effective with Vehicles Built July 1, 2017 or Later, CTS-2020A
40XUS	* SRV CONTRACT, EXT VEH COVERAGE {Navistar} To 84-Month/100,000 Miles (160,000 km), Excludes Extended Warranty for Engine and Transmission
1	* Kalida snow and ice package
	* ODOT Cummins L9 engine extended warranty 84 months/150,000 miles
	* Allison 3000 RDS 3+2 extended warranty 5 years/unlimited miles

(US DOLLAR)

<u>Description</u>	<u>Price</u>
Total Factory List Price Including Options:	\$100,408.35
Total Goods Purchased:	\$4,050.00
Total Freight:	\$3,100.00
Total Factory List Price Including Freight:	\$107,558.35
Total Vehicle Price:	\$107,558.35
Total Body/Allied Equipment:	\$98,900.00
Total Sale Price:	\$206,458.35
Total Per Vehicle Sales Price:	\$206,458.35
Net Sales Price:	\$206,458.35

- CHASSIS
- Equip PKG KIT
- TOTAL

Priced under ODOT contract 118-23. Payment terms are Net 30 upon bare chassis delivery to customer or their body builder.

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Thanks,

Jamie

Jamie Burgei
Rush Truck Center
2655 St Johns Rd
Lima, OH 45804
MB: 419-233-1980

Approved by Seller:

Accepted by Purchaser:

NEW TRUCK SALES 2-14-2024
Official Title and Date

X
Firm or Business Name

Jamie Burgei
Authorized Signature

X
Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

X
Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

Commission Agenda Staff Report

MEETING DATE	February 20, 2024		
REPORT TITLE	A resolution authorizing the City Manager to enter into a management agreement with Hampton Golf for Fort Piqua Plaza Banquet Center		
SUBMITTED BY	Name & Title: Chris Schmiesing, Economic Development Director		
	Department: Development		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Finance Director
	<input checked="" type="checkbox"/> Department Director		<input checked="" type="checkbox"/> Law Director
BACKGROUND	The resolution presented will authorize engaging Hampton Golf to provide professional management services at the Fort Piqua Plaza Banquet Center. Engaging a third-party administrator will provide for hospitality-industry expertise to be integral to the management and operations of the facility.		
BUDGETING AND FINANCIAL IMPACT	Budgeted \$:	\$	
	Expenditure \$:	\$	
	Source of Funds:	Fort Piqua Plaza Banquet Center	
	Narrative:	The professional management services to be provided are expected to improve the overall operations and fiscal performance of the facility. The management fees will be offset by the improved fiscal performance of the facility.	
OPTIONS	1.	Adopt the Resolution.	
	2.	Defeat the Resolution.	
PROJECT TIMELINE	January 1, 2024—December 31, 2026		
STAFF RECOMMENDATION	Adopt the resolution to authorize the contract.		
REASON FOR SELECTING CONSULTANT/COMPANY	Hampton Golf has demonstrated success in providing professional management services for facilities similar to the Fort Piqua Plaza Banquet Center. The City of Piqua has prior experiences working with Hampton Golf and has been highly satisfied with the services provided.		
ATTACHMENTS	Contract with Hampton Golf		

RESOLUTION NO. R-37-24

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MANAGEMENT AGREEMENT WITH HAMPTON GOLF FOR FORT PIQUA PLAZA BANQUET CENTER

WHEREAS, the City desires to realize the benefits of utilizing a third-party management company that has expertise in the hospitality industry to manage the Fort Piqua Plaza Banquet Center; and

WHEREAS, the City of Piqua has requested a proposal for professional management services necessary to the Fort Piqua Plaza Banquet Center; and

WHEREAS, upon careful review of the response, it has been determined that Hampton Golf Inc. has the desired experience and qualifications to perform the Professional Management Services necessary to the Fort Piqua Plaza Center Banquet Center.

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

- SEC. 1: The City Manager is authorized to enter into a contract with Hampton Golf for professional management services at Fort Piqua Plaza Banquet Center for the years 2024 through 2026; and
- SEC. 2: The Finance Director certified that funds are available or anticipated to come into the City treasury and is hereby authorized to draw the warrant from time to time on the appropriate account of the City treasury in payment according to contract terms, as described in Exhibit A included herewith, for calendar year 2024.
- 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: _____
MELISSA KINNEY
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 Hohman _____
Commissioner Jim Vetter _____
Commissioner Frank DeBrosse _____
Commissioner Paul Simmons _____

MANAGEMENT AGREEMENT

This Management Agreement (this “**Agreement**”) is entered into and made effective as of September 8, 2023 (the “**Effective Date**”), by and between THE CITY OF PIQUA, OHIO, a municipal corporation (“**Owner**”), and HAMPTON GOLF, INC., a Florida corporation (“**Hampton Golf**”).

- A. Owner is the sole owner of Fort Piqua Plaza Banquet Center, a banquet facility with an exclusive banquet hall, grand ballroom, six (6) banquet rooms, and other associated banquet facilities (collectively, the “**Banquet Center**”), located in Piqua, Ohio.
- B. Hampton Golf is an experienced and qualified operator and manager of golf courses and amenity facilities.
- C. Owner desires to engage Hampton Golf to provide certain management services to the Banquet Center, and Hampton Golf is willing to accept such services pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Owner and Hampton Golf agree as follows:

- 1. Engagement. Owner hereby engages and authorizes Hampton Golf to operate, manage and maintain the Banquet Center (more specifically, to provide the Services as defined in Section 3 below) for and on account of Owner, and Hampton Golf hereby accepts such engagement and authority pursuant to the terms and conditions of this Agreement.
- 2. Term. The term of this Agreement shall commence as of December 1, 2023 (the “**Commencement Date**”), and shall continue for a period of three (3) years (the “**Initial Term**”), unless terminated earlier in accordance with Section 7 below. UPON EXPIRATION OF THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR THREE (3) YEAR EXTENSIONS (THE “**RENEWAL PERIOD(S)**”), UNLESS OTHERWISE TERMINATED BY EITHER PARTY IN WRITING AT LEAST THIRTY (30) DAYS PRIOR TO EXPIRATION OF THE INITIAL TERM OR ANY RENEWAL PERIOD (AS APPLICABLE). For purposes of this Agreement, the Initial Term and the Renewal Period(s) are hereafter known collectively as the “**Term**.”
- 3. Services. During the Term and subject to the performance by Owner of its obligations under this Agreement, Hampton Golf shall have primary operational and managerial authority over the operations of the Banquet Center (including activities related thereto). Hampton Golf’s authority and obligations shall include providing the following services to the Banquet Center (collectively, the “**Services**”):
 - (a) Maintenance; Operation. Hampton Golf shall provide the following services as overall maintenance and operation of the Banquet Center:

- (i) Maintain the Banquet Center at all times in accordance with the standards of a quality banquet facility in Piqua, Ohio, subject to financial limitations imposed by Owner and/or the Banquet Center's approved budget;
- (ii) Use commercially reasonable efforts to make ordinary repairs and alterations to the Banquet Center, subject to financial limitations imposed by Owner and/or the Banquet Center's approved budget;
- (iii) Maintain all personal property and equipment of the Banquet Center in good working order and repair, and otherwise in a safe, clean, sanitary and attractive condition; provided that Hampton Golf shall not be liable for ordinary wear and tear, or loss or damage by fire, flood or other natural disaster or inevitable occurrence, including without limitation, theft by persons not controlled by or under the control of Hampton Golf;
- (iv) Arrange for the purchasing and/or leasing of all operating equipment, inventory, supplies, and services as deemed necessary to the normal and ordinary course of operation of the Banquet Center;
- (v) Execute such contracts, leases and other agreements as Hampton Golf shall deem necessary for the furnishing of utilities, maintenance, equipment, and other services necessary to the normal and ordinary course of operation of the Banquet Center, all in the name of Owner, if possible, and if not, in the name of the Banquet Center or Hampton Golf; provided, however, Hampton Golf shall not enter into any contract, lease or other agreement unless approved in the Banquet Center's approved budget. Notwithstanding the foregoing, in the event such a contract, lease or other agreement is not approved in the Banquet Center's approved budget, Hampton Golf shall obtain Owner's prior written consent before entering into said contract, lease or other agreement, which consent shall not be unreasonably withheld;
- (vi) Assist Owner in maintaining all licenses and permits necessary or advisable to operate the Banquet Center, including occupational licenses and liquor licenses, all of which shall be in the name of Owner, if possible, and if not, in the name of the Banquet Center or Hampton Golf, and shall remain the responsibility and property of Owner upon termination or expiration of this Agreement;
- (vii) Conduct all operations and maintain the Banquet Center in accordance with State and Federal laws;
- (viii) Manage and oversee vendors related to food and beverage activities within the Banquet Center;
- (ix) Consulting services related to renovation of the Banquet Center; and

- (x) Assist Owner with preparing an annual budget for the Banquet Center's operations for the applicable calendar year (the budget shall reflect all projected income, expenses and anticipated capital contribution requirement of Owner for the operation of the Banquet Center). The final budget shall be approved by Owner, and it is understood and agreed to by Owner that Hampton Golf makes no representation or warranty of any kind whatsoever as to the minimum of maximum amount of income, expenses, net operating income, or any other financial performance. Under no circumstances shall Owner have any claim or cause of action against Hampton Golf in the event that the goals, targets and/or benchmarks established in the final approved budget are not met or achieved.

(b) Human Resources.

At all times during the Term, all employees at the Banquet Center shall be employees of Hampton Golf. Hampton Golf shall establish employment procedures, policies, pay scales, bonuses and incentives, training, and employee benefits (including mental, dental, health, and life insurance) for employees at the Banquet Center, and use commercially reasonable efforts to resolve all employment disputes with employees at the Banquet Center. Furthermore, Hampton Golf shall, at the Banquet Center's and/or Owner's sole cost and expense, engage all professionals required to provide the Services to the Banquet Center, including legal counsel, accountants, engineers, contractors, and auditors. Hampton Golf may enter into contracts on its behalf with employees, but shall not enter into any labor agreement on behalf of the Banquet Center without the prior written consent of Owner. All costs of every kind and nature related to all employees, independent contractors and other personnel at the Banquet Center shall be the responsibility of Owner, and Owner shall reimburse, indemnify and hold Hampton Golf harmless from all costs, expenses, liabilities, and claims incurred in connection therewith. Hampton Golf shall notify Owner if deficit funding is required by Owner, including those related to payroll and other labor-related expenses, and Owner shall provide such amounts to Hampton Golf within seventy-two (72) hours. Any failure by Owner to timely fund a deficit shall constitute a material default under this Agreement. Hampton Golf shall not have any responsibility for satisfying any expense, debt or monetary obligation of Owner with respect to the Banquet Center, except from the revenue and income of the Banquet Center. Hampton Golf shall not be obligated to advance or otherwise use any monies of Hampton Golf to satisfy the Banquet Center's or Owner's expenses, debts or monetary obligations. If Hampton Golf is unable to perform any of its obligations under this Agreement because of the failure on the part of Owner to provide funding as identified herein, such failure shall not be deemed a default on the part of Hampton Golf and shall not give rise to any right of termination, damages or other remedy against Hampton Golf.

Hampton Golf shall offer employment to all of the employees who are presently employed at the Banquet Center; provided, however, said employees shall be placed on an introductory period during their first ninety (90) days of employment with Hampton Golf (the "**Introductory Period**"). During the Introductory Period,

Hampton Golf shall evaluate each individual employee and determine whether said employee is suitable for the applicable job position. At the completion of the Introductory Period, Hampton Golf may, in its sole discretion, terminate any of said employees, and Owner acknowledges and agrees that the completion of the Introductory Period by any of said employees does not guarantee employment for any period of time thereafter.

Furthermore, Hampton Golf shall provide to the Banquet Center its human resources services as follows (the “**HR Services**”):

- (i) Year-round safety training;
 - (ii) Year-round digital training with Hampton Golf’s proprietary video archive;
 - (iii) Payroll processing;
 - (iv) Workers’ compensation claim management;
 - (v) Employee relations (e.g., issues/disputes and investigations);
 - (vi) Orientations (specifically tailored for employee and managers);
 - (vii) Recruit, screen, hire (in the name of Hampton Golf or a third-party contractual relationship, as determined by Hampton Golf), and terminate employees, in Hampton Golf’s sole discretion (to include: job descriptions; job postings; aptitude testing; onboarding; reference checks; background checks; annual performance evaluations; counseling employees for improvement; and separation documentation); and
 - (viii) Administrative functions related to employees and the Banquet Center (e.g., recordkeeping).
- (c) Marketing.

Hampton Golf shall enjoy complimentary use of the Banquet Center in order to promote the Banquet Center and benefit Owner’s business, including, without limitation, for public relations and marketing purposes. Owner shall own the customer database and that certain data procured through direct marketing efforts for the Banquet Center performed by Hampton Golf, at the expense of Owner, related to Hampton Golf’s operation of the Banquet Center during the Term. Owner grants Hampton Golf a worldwide, non-exclusive license to host, copy, transmit, display and use such data in order for Hampton Golf to provide the Services.

During the Term, Owner grants Hampton Golf a worldwide, non-exclusive license to market the Banquet Center and to use the marks associated with the Banquet Center in all forms of media now known or hereafter created; provided, however, such

license shall expire upon the termination or expiration of this Agreement. Hampton Golf may use the name of the Banquet Center, the Banquet Center's logo alone, and/or in conjunction with other words, names or designs owned by Hampton Golf. Furthermore, Hampton Golf may combine the Banquet Center and the Banquet Center's likeness with other facilities managed and/or owned by Hampton Golf in marketing and promotional efforts and use. Moreover, Hampton Golf may utilize its name and likeness in conjunction with the Banquet Center, and is authorized to identify the Banquet Center as a facility managed and operated by Hampton Golf.

Additionally, Hampton Golf shall provide to the Banquet Center its marketing services as follows (the "**Marketing Services**"):

- (i) Within ninety (90) days after the Commencement Date, Hampton Golf shall provide Owner, for Owner's approval, a projected marketing plan for the Banquet Center (the "**Marketing Plan**");
- (ii) Revenue growth strategies;
- (iii) Performance tracking;
- (iv) Customer surveying;
- (v) Broadcast emails;
- (vi) Yield management;
- (vii) Sales initiatives;
- (viii) Banquet and event sales initiatives;
- (ix) Full-service graphics;
- (x) Daily fee promotions;
- (xi) Brand recognitions;
- (xii) Media buying and planning;
- (xiii) Sales training and digital tools;
- (xiv) Sales pipeline management;
- (xv) Search engine optimization;
- (xvi) Full social media management;

- (xvii) Website upgrade and management;
- (xviii) Manage all review sites and responses;
- (xix) Data collection;
- (xx) Banquet Center communications; and
- (xxi) Lifestyle programming.

(d) Additional Services. Hampton Golf is solely responsible for the Services outlined in Section 3(a), Section 3(b) and Section 3(c) above, mainly consisting of the day-to-day operations of the Club and standard departmental functions (e.g., weekly marketing communications, etc.). Any tasks performed outside of the outlined scope of work or traditional practices shall be completed for a supplemental fee in addition to the compensation outlined in Section 4. The additional fee shall be calculated either: (a) at the market hourly rate applicable for the respective task(s); or (b) at a flat fee as mutually agreed upon by the parties hereto.

4. Compensation. In consideration for providing the Services to Owner, Owner shall pay Hampton Golf Two Thousand Five Hundred Dollars (\$2,500.00) per month (the “**Management Fee**”). The Management Fee shall be adjusted annually by a minimum increase equal to the increase in the Consumer Price Index for U.S. All Urban Consumers, All Items 1982-84=100, as published by the U.S. Bureau of Labor & Statistics (“**CPI**”), over the CPI for the prior fiscal year. The Management Fee will begin to accrue and be payable as of the Commencement Date, and thereafter shall be payable by Owner on the first (1st) business day of each calendar month during the term.

(a) Incentive Fee. In addition to the Management Fee, Hampton Golf shall receive twenty percent (20%) of any positive improvement in the Banquet Center’s Gross Revenue (defined in Section 4(c) below) of the current year over the Gross Revenue for the immediately preceding year (the “**Incentive Fee**”). The Incentive Fee shall be calculated on an annual basis, the payment of which shall be made by Owner to Hampton Golf within thirty (30) days of receiving said invoice.

(b) Payments. All payments due under this Agreement shall be made in lawful money of the United States of America, by good and sufficient check payable to Hampton Golf, Inc. and mailed to *7845 Baymeadows Way, Jacksonville, FL 32256, Attn: Accounts Receivable*, or such other address as Hampton Golf may from time to time designate by written notice to Owner, or by wire transfer to an account that Hampton Golf shall designate from time to time by written notice to Owner. Any extension, indulgence or change by Hampton Golf in the mode or time of payment of any sum due to Hampton Golf hereunder on any occasion shall not be construed as a waiver of any provision of this Agreement or as requiring or granting a similar extension, indulgence or change by Hampton Golf upon any subsequent occasion.

- (c) Gross Revenue. For purposes of this Agreement, “**Gross Revenue**” shall include all revenue generated by the operation of the Banquet Center, including without limitation, the following: (i) all fees and charges paid by hosts, guests and other users of the Banquet Center; (ii) food and beverage charges; (iii) outings and events held at the Banquet Center (iv) sales (if any); (v) commission income from vendors; and (vi) other customary sources of revenue. Gross Revenue shall exclude the following: (i) applicable gross receipts taxes, sales and use taxes, and similar governmental charges collected directly from hosts, guests or other users of the Banquet Center or as part of the sales price of any good or service; (ii) gratuities added to billings as compensation to employees of the Banquet Center; (iii) any proceeds from loans or lines of credit, any borrowings by Owner, or funds provided by Owner (such as, but not limited to, member assessments); (iv) any operational or deficiency contributions made by Owner; (v) proceeds from the sale of personal property, capital assets or other proceeds not in the ordinary course of business; and (vi) annual holiday fund collection for employees of the Banquet Center (if applicable).
- (d) Reimbursable Out-of-Pocket Expenses. Subject to the Banquet Center’s approved budget, Owner shall reimburse Hampton Golf for actual out-of-pocket costs and expenses incurred in the performance of this Agreement. Such costs and expenses shall include, but are not limited to, postage, operating supplies (e.g., name tags and merchandise bags), email addresses, social media posts, sales and marketing subscriptions, background checks, and other incidental costs (collectively, “**Reimbursable Expenses**”). Hampton Golf shall submit a separate invoice of the Reimbursable Expenses to Company at the time such expenses are incurred, the invoice of which shall be paid by Company within thirty (30) days. The Reimbursable Expenses are in addition to the Management Fee and other fees and charges expressed herein. Hampton Golf shall provide Owner a monthly report evidencing the Reimbursable Expenses and their applicable reconciliation. Notwithstanding the foregoing, Hampton Golf shall not incur Reimbursable Expenses in excess of the amount set forth in the Approved Budget per fiscal year of the Term without the prior written consent of Owner.
- (e) Travel. Owner shall reimburse Hampton Golf for travel-related expenses (if any) incurred by Hampton Golf in the performance of the Services, including, without limitation, airfare, automobile, lodging, and meals; provided that Owner previously approved the specific travel at issue and the expenses associated therewith. Any travel-related expenses shall be in accordance with the Banquet Center’s approved budget. Hampton Golf’s travel expenses shall not exceed Three Thousand Dollars (\$3,000.00) per year without the prior written approval of Owner.
5. Independent Contractor. The parties agree that Hampton Golf is and shall remain at all times during the Term an independent contractor, and shall not in any way claim or be considered an employee of Owner. Hampton Golf acknowledges that all personnel engaged by Hampton Golf to provide the Services shall be employees or independent contractors of Hampton Golf and not of Owner (excluding any employees hired by Owner to operate and maintain the Banquet Center). Hampton Golf acknowledges that it shall be responsible for

all salaries, benefits and other compensation of any Hampton Golf employees providing the Services hereunder, and social security, workers' compensation, payroll and other taxes incident to the work of such employees. Nothing in this Agreement shall be interpreted or construed as creating or establishing a joint venture, partnership, employment, or agency relationship among the parties hereto as a result of this Agreement.

6. Insurance. As mutually agreed upon throughout the Term by the parties hereto, either Owner or Hampton Golf shall select, procure and maintain the insurance company and agent and all types of insurance appropriate or advisable for the operation of the Banquet Center and for the proper preservation of the parties.
 - (a) At a minimum, the procuring party must maintain the following policy types with the corresponding coverage amounts:
 - (i) Automobile. To cover owned, non-owned and hired automobile exposures via the "Insurance Services Office" Form ISO CA 00 01, or equivalent, with a One Million Dollar (\$1,000,000.00) limit. The non-procuring party shall be named as additional insured via the "Designated Insured" Form ENDT CA 20 48.
 - (ii) Comprehensive General Liability. To cover at least One Million Dollars (\$1,000,000.00) per each occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate via the "Insurance Services Office" Form ISO CG 00 01, or equivalent. Coverage must include: (1) premises and operations; (2) products and completed operations; (3) personal injury; (4) medical payments; and (5) broad form contractual liability. The non-procuring party shall be named as additional insured via two "Additional Insured" Forms, ENDT CG 20 26 and ENDT CG 20 37. The non-procuring party shall be named on a waiver of subrogation via Form ENDT CG 24 04, with primary and non-contributory language included.
 - (iii) Liquor Liability. To cover at least One Million Dollars (\$1,000,000.00) per occurrence. The non-procuring party shall be named as additional insured via the "Designated Insured" Form ENDT CG 34 01.
 - (iv) Umbrella or Excess Liability. To cover at least Two Million Dollars (\$2,000,000.00) on a follow-form basis, including follow-form coverage for the required endorsements on the Automobile and Comprehensive General Liability policies identified above in Section 6(a)(ii) and Section 6(a)(iii) respectively.
 - (b) At all times during the Term, Hampton Golf shall select, procure and maintain the insurance agent, company and carrier for any policy necessary and/or related to employees, including Workers' Compensation Insurance and Employment Practices Liability Insurance.
 - (c) Until further notice and unless otherwise directed, *[Owner or Hampton Golf]* shall select, procure and maintain the insurance agent, company, carrier, and policy for property coverage appropriate or advisable for the Club.

- (d) Insurance provided by the procuring party's insurance carrier shall apply on a primary basis and shall not require contribution from any insurance maintained by the non-procuring party. Any insurance or self-insurance maintained by non-procuring party shall be in excess of, and shall not contribute with, the insurance provided by the procuring party's insurance carrier.
- (e) The procuring party of any given insurance policy shall be responsible for reporting claims relative to said policy and notifying the applicable insurance agent, company or carrier directly. Furthermore, the procuring party shall be the party responsible for managing, overseeing, negotiating, and resolving the respective claims.
- (f) The non-procuring party must be included as an "additional named insured" on any and all insurance policies. The coverages shall not contain any special limitations on the scope of protection afforded to the non-procuring party and its officers, agents, representatives, employees, or volunteers.
- (g) Any and all insurance policies, including, without limitation, those identified in Section 6(a), must be endorsed to provide: (i) the non-procuring party thirty (30) days' prior written notice in the event of cancellation or non-renewal thereof; and (ii) coverage for a hold harmless to and indemnification of the non-procuring party.
- (h) The procuring party hereby agrees to, and shall, notify the non-procuring party of any material change in coverage to the requirements set forth herein.
- (i) The insurance company utilized by the procuring party shall be duly licensed in the state in which the Banquet Center is located and shall, at all times, maintain a rating of not less than A-/VII from A.M. Best Company, Inc.
- (j) Prior to the Commencement Date, and prior to each successive insurance renewal thereafter, the procuring party must provide the non-procuring party with an additional insured endorsement for each and every policy, evidencing: (i) the requirements set forth in this Section 6; and (ii) non-procuring party as additional named insured on all said policies.
- (k) In the instance that the insurance maintained by the procuring party is inadequate and/or does not comply to the requirements set forth herein, the non-procuring party has the right, but not the obligation, to acquire a replacement policy and/or additional coverage, the premium of which shall be paid for by the original procuring party.
- (l) The proceeds of the Banquet Center's insurance policies, with the exception of employee-related insurances, will be payable to Owner and/or such other party or parties as Owner shall direct.
- (m) All costs and expenses related to the Banquet Center's insurance policies shall be paid from revenue of the Banquet Center, or by Owner in the event of a deficit.

- (n) At the time of the Effective Date, the procuring party is Hampton Golf.
 - (o) If, at any time during the Term, Owner becomes the procuring party, Owner shall pay a supplemental insurance fee to Hampton Golf for procurement of an additional insurance policy in Hampton Golf's name to ensure the appropriate coverage is in place. Hampton Golf shall convey the applicable supplemental insurance fee to Owner every applicable year (to be pro-rated, if necessary), which Owner must pay to Hampton Golf within thirty (30) days.
7. Termination. Except as specifically stated in this Agreement or as mutually agreed upon in writing by the parties hereto, Owner shall not terminate this Agreement, unless Hampton Golf is in default of this Agreement (a "**Termination for Cause**"); whereupon, prior to such termination, Owner must provide Hampton Golf written notice specifying such default (the "**Notice of Default**"), and Hampton Golf shall have thirty (30) days from receipt of the Notice of Default to cure said default, or longer period as shall be reasonably necessary to accomplish such cure, if the cure by its nature cannot be reasonably completed within thirty (30) days; provided that Hampton Golf promptly commences and diligently pursues such cure within such 30-day period (collectively, the "**Cure Period**"). During any Renewal Period, either party may terminate this Agreement for any reason whatsoever, without fee or penalty (a "**Termination Without Cause**"), upon thirty (30) days' prior written notice to the other party of its intent to terminate this Agreement, subject to Section 7(a) below.
- (a) Compensation Upon Expiration or Termination. Upon the expiration or termination of this Agreement (regardless of the reason for any such termination), the Management Fee, the Incentive Fee, employee-related costs, and all other fees earned or owed hereunder up to the effective date of such termination shall continue to be the obligation of Owner and shall survive such termination. In that regard, the Incentive Fee for the year of the Term in which such expiration or termination occurs shall be deemed earned notwithstanding such expiration or termination, and shall be calculated and paid to Hampton Golf within the time period set forth in Section 4(a).
 - (b) Assignment Upon Termination. Upon the termination or expiration of this Agreement, Hampton Golf shall cooperate with Owner by assigning and transferring to Owner any agreements, contracts, licenses, leases, permits, policies, bank accounts, customer data, financial information, or other forms of property that may be held in the name of Hampton Golf, rather than Owner, and/or in Hampton Golf's possession, but which properly constitute the property of Owner. Any such transfers and assignments shall be made without representation or warranty to Owner, except for the fact that Hampton Golf has not previously assigned or transferred the same, and that Hampton Golf is assigning and transferring all of Hampton Golf's right, title and interest thereto. Owner hereby agrees to accept all equipment and assume all obligations incurred and entered into on Owner's behalf by Hampton Golf for the operation and maintenance of the Banquet Center.

8. Confidentiality. All intellectual, technical, financial, and commercial information of or concerning Hampton Golf, whether oral or written, that Hampton Golf has created or produced, or is proprietary to Hampton Golf, and is obtained by Owner hereunder (the “**Confidential Information**”) shall be deemed to be confidential, restricted, and proprietary. Owner shall not reproduce or disclose any Confidential Information obtained from Hampton Golf and agrees to obtain prior written approval from Hampton Golf before doing so. Information that is (a) in the public domain, (b) known to or in the possession of a party prior to obtaining it from the other party, or (c) developed by a party or others independently from the other party, shall not be deemed Confidential Information. In the event that there is any question related to the confidential nature of information, Owner agrees to consult with Hampton Golf before releasing said information. Owner and Hampton Golf may disclose Confidential Information if and as required to do so by subpoena, court order or otherwise required by applicable law. Notwithstanding the foregoing, Hampton Golf acknowledges and understands that Owner is a municipal organization and is thus subject to the Ohio Public Records Act, requiring Owner to submit certain records for disclosure. In those instances of a required disclosure, Owner hereby agrees to notify Hampton Golf prior to surrendering the respective records. The terms of this Section 8 shall survive the expiration or termination of this Agreement.
9. Force Majeure. With respect to any obligation to be performed by either party during the Term, such party shall in no event be liable for a failure to perform such obligation when such non-performance is attributable to any force majeure event beyond the reasonable control of such party such as a fire, flood, pandemic, epidemic, hurricane or other natural disaster, strike, lockout, breakdown, accident, order or regulation of or by any governmental authority, failure or inability, by the exercise of reasonable diligence, to obtain supplies, parts or employees necessary to perform such obligation, or war or other emergency. The time within which such obligation shall be performed shall be extended for a period of time equivalent to the delay from such cause.
10. Assignment; Binding Effect. No party shall have the right to assign its rights or obligations hereunder to any other person or entity without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall be binding on the parties hereto and their permitted successors and assigns.
11. Non-solicitation. The parties agree that during the Term and for a period of one (1) year immediately following the expiration or termination of this Agreement (whether on account of default, permitted election to terminate or otherwise), neither party shall solicit for hire any Protected Person (as hereinafter defined) of the other party, without the prior written approval of the other party. For purposes of this Agreement, a “**Protected Person**” means an individual employed by either party and/or assigned to providing the Services pursuant to this Agreement, and any company, partnership, corporation, or other entity formed, managed, operated, owned (in whole or in part), or controlled by such individual. The terms of this Section 11 shall survive the termination or expiration of this Agreement.

12. Notices. Any notices to be given or to be served upon any party hereto, in connection with this Agreement, must be in writing and must be delivered by electronic mail. All such notices and communications shall be deemed to have been given when transmitted in accordance herewith to the parties at the email addresses set forth below; provided, however, that the time period in which a response to any such notice must be given shall commence on the date of receipt thereof.

For Owner:

The City of Piqua
Chris Schmiesing
Email: cschmiesing@piquaoh.org

Copy To:

The City of Piqua
Paul Oberdorfer
Email: poberdorfer@piquaoh.org

For Hampton Golf:

Hampton Golf, Inc.
Travis A. Norman
Email: tnorman@hampton.golf

Copy To:

Hampton Golf, Inc.
Silva Gazarova
Email: sgazarova@hampton.golf

13. Representations; Warranties. Owner and Hampton Golf each warrant and represent to the other that: (i) it has the power and the authority to grant the rights and perform the obligations to which it commits herein; (ii) the execution of this Agreement by the person representing it shall be sufficient to render this Agreement binding upon it; and (iii) neither its performance hereunder nor the exercise by the other party of rights granted by the warranting party hereunder shall violate any applicable laws or regulations, or the legal rights of any third-parties, or the terms of any other agreement to which the warranting party is or becomes a party.

14. Waiver. The failure of any party hereto to enforce any provision of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Agreement, or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

15. No Third-Party Beneficiaries. No person or entity shall be deemed benefited by the terms of this Agreement, except for the parties hereto. In that regard, no host, guest or user of the Banquet Center shall be entitled to enforce the terms and provisions of this Agreement.

16. Mediation. In the event of a dispute under the terms and conditions of this Agreement, the parties shall enter into mediation as their method of resolving disputes between the parties. The parties shall continue to perform their respective obligations under this Agreement during such mediation. The mediation shall be heard by a single mediator who is knowledgeable in the management and operation industry. In ruling on motions pertaining to discovery, the mediator shall consider that the purpose of mediation is to provide for the efficient and inexpensive resolution of disputes, and the mediator shall limit discovery whenever appropriate to ensure that this purpose is preserved. If such mediation results in

a determination that termination is an appropriate remedy for a default by Hampton Golf, then Owner shall have the right to terminate this Agreement by delivering written notice of such termination to Hampton Golf, with the date of termination being effective ten (10) business days after the date on which such notice is delivered, subject to the other terms and conditions of this Agreement associated with termination and Owner's right to take such action. All costs and expenses, including reasonable attorneys' fees, related to the mediation shall be borne by each party hereto; however, the parties shall equally split the costs and fees charged by the mediator.

17. Jury Trial Waiver. Without diminishing the parties' agreement to mediation as set forth in Section 16 above, in the event that the parties are required to litigate any dispute arising hereunder in a court of law, the parties each knowingly, voluntarily and intentionally waive any right which either of them may have to a trial by jury with respect to any litigation or legal proceeding based upon or arising directly, indirectly or otherwise in connection with, out of, related to or from this Agreement including, by way of example but not limitation, any course of conduct, course of dealings, verbal or written statements or acts or omissions of either party which in any way relate to this Agreement. All costs and expenses, including reasonable attorneys' fees, related to litigation or other proceeding shall be borne by each party hereto.
18. Limitation of Liability. EXCLUDING EACH PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM SUCH OTHER PARTY'S RIGHTS) FOR CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND OR NATURE WHATSOEVER WITH RESPECT TO ANY CLAIMS BASED ON CONTRACT, TORT OR OTHERWISE (INCLUDING NEGLIGENCE AND STRICT LIABILITY) ARISING OUT OF THIS AGREEMENT OR THE MANAGEMENT AND OPERATION OF THE BANQUET CENTER, REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW OR IN FACT KNEW OF THE POSSIBILITY THEREOF. THE FOREGOING LIMITATIONS OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY FLORIDA LAW AND WILL SURVIVE IN PERPETUITY.
19. Governing Law; Venue. This Agreement shall be construed by and controlled under the laws of the State of Florida, without regard to its conflict of law provisions. Venue for any dispute between the parties arising in connection with this Agreement or the Banquet Center shall lie exclusively within the courts located in Miami County, Ohio.
20. Amendment. This Agreement may be amended and modified only by a written instrument executed by all parties hereto.
21. Relationship of the Parties. Nothing contained in this Agreement shall be deemed or constructed by the parties, or any third-party, as creating the relationship of a partnership or a joint venturer between the parties, it being understood and agreed that neither any provisions contained herein nor any acts of the parties shall be deemed to create any relationship between the parties other than the relations of owner and consultant.

22. No Representation. In entering into this Agreement, Owner and Hampton Golf acknowledge that neither Owner nor Hampton Golf has made any representation to the other regarding projected earnings, the possibility of future success or any other similar matter with respect to the Banquet Center, and that Owner and Hampton Golf understand that no guarantee is made to the other as to any specific amount of income to be received by Owner or Hampton Golf, or as to the future financial success of the Banquet Center.
23. Rule of Construction. Each party and its legal counsel have reviewed and revised this Agreement, and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments thereto.
24. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
25. Counterparts; Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. Electronic signatures (e.g., DocuSign) shall be effective for purposes of this Agreement.
26. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the Banquet Center and the subject matter hereof, and all other representations, negotiations and agreements, written and oral, are superseded by this Agreement and are of no force or effect.

IN WITNESS WHEREOF, authorized representatives of the parties have executed this Agreement as of the Effective Date.

OWNER:

THE CITY OF PIQUA, OHIO,
a municipal corporation

By: _____

Print: Paul Oberdorfer

Title: City Manager

Date: _____

HAMPTON GOLF:

HAMPTON GOLF, INC.,
a Florida corporation

By: _____

Print: Travis A. Norman

Title: Chief Operating Officer

Date: _____