



TROY CITY COUNCIL
APRIL 20, 2020

Troy Zoom is inviting you to a scheduled Zoom meeting.

Topic: 4-6-20 Troy City Council Meeting

Time: Apr 20, 2020 07:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/290191778>

Meeting ID: 290 191 778

Please note the following:

1. City Hall will be closed to the public during these meetings
2. The meetings may be televised live on the City's Facebook page (subject to the technological capability)
3. The public can submit questions or comments on any item in advance of the meeting by submitting them to <https://www.troyohio.gov/FormCenter/City-Council-6/Email-All-Council-Members-47>. Questions or comments are to be submitted no later than noon, the day of the meeting

Notes for Council Members:

1. Council Members should be un-muted (unless there are background noises that would be picked up on audio)
2. Everyone else is asked to stay muted unless called upon
3. Please be aware that once you join the meeting you are on video



AGENDA, TROY CITY COUNCIL
MONDAY, APRIL 20, 2020, 7:00 P.M

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

motion/second/roll call vote

SUMMARY OF MINUTES

March 30, 2020 Special Meeting

motion/second/roll call vote

COMMITTEE REPORTS

Citizen comments on committee reports or agenda items – two minute limit

RESOLUTIONS

| | | | |
|-----------|---|-----------|-------------------------|
| R-28-2020 | Authorize bidding Sidewalk Program, \$425,000 (Phase 12 \$300,000 and Sidewalks along part of Towne Park Drive \$125,000) | | 1 st Reading |
| R-29-2020 | Authorize electric service franchise agreements, DP&L | EMERGENCY | 1 st Reading |
| R-30-2020 | Authorize electric service franchise agreement, Pioneer Rural Electric Cooperative | EMERGENCY | 1 st Reading |
| R-31-2020 | Water Tower Maintenance Agreements w/Utility Service Company for Herrlinger Water Tower and Stanfield Road Extra High Service Water Tower | | 1 st Reading |

ORDINANCES

| | | |
|-----------|---|-------------------------|
| O-13-2020 | Declare surplus/authorize sale of approximately 1/10 ac of Archer Park (rear of 636 Shaftsbury Rd.) | 4 th Reading |
|-----------|---|-------------------------|

COMMUNICATIONS/ANNOUNCEMENTS

- COMMENTS: Mayor, Director of Public Service & Safety, Director of Law, Auditor, Council President
- COMMENTS: Council
- COMMENTS: Staff
- COMMENTS: Audience

ADJOURN

NOTE: Committee meetings may take place prior to or following Council meeting

CITY OF TROY MISSION STATEMENT:

Through sound and prudent leadership, the City of Troy is committed to sustaining its continued prominence as a regional hub by providing a well-balanced community for its residents, businesses and visitors, consisting of a vibrant downtown, growing economic base, strong educational environment, and plentiful recreational opportunities strengthened by public/private cooperation and grounded in financial stability.

March 30, 2020

MINUTES OF COUNCIL

A special session of Troy City Council was held Monday, March 30, 2020, at 3:45 p.m. in Council Chambers.

Members Present: Allen, Phillips, Rozell, Schilling, Schweser, Severt, Snee, Terwilliger and Twiss.

Presiding Officer: William Lutz President of Council

Others Present: Robin I. Oda Mayor
John E. Frigge City Auditor
Patrick E. J. Titterington Director of Public Service and Safety
Grant D. Kerber Director of Law

(In response to citizens who were present regarding Ordinance No. O-13-2020, Mr. Lutz advised that the Ordinance would be on the agenda for a fourth reading at the next meeting.)

INVOCATION & PLEDGE OF ALLEGIANCE: An invocation was given by Council Member Snee, followed by the Pledge of Allegiance.

READING AND SIGNING OF NOTICE OF SPECIAL MEETING OF THE CITY COUNCIL: The Clerk read the Notice of Special Meeting, that there will be a special meeting of the City Council of The City of Troy, Ohio, at the Council Chamber in said city, on Monday, the 30th day of March, 2020 at 3:45 p.m. for the purpose of holding an Executive Session; considering R-22-2020 (Authorize procedures under state of emergency, emergency legislation); R-23-2020 (cancel 4-6-2020 Council meeting, emergency legislation); R-24-2020 (participate in ODOT salt contract, emergency legislation); R-25-2020 (increase authorization for Parkson Screen Project, emergency legislation); R-26-2020 (defer loan payments to loan programs, emergency legislation); R-27-2020 (MOU with IAFF, emergency legislation); O-13-2020 (declare park parcel as surplus); O-21-2020 (Amend CO Chapter 717); O-22-2020 (establish Employee Creation Incentive Program, emergency legislation); and O-23-2020 (amend IAFF Salary Ordinance, emergency legislation), This meeting is called by Council President Lutz pursuant to Rule XXV of the Troy City Council Rules for procedure. (Original Notice attached to Original Minutes of Council.)

EXECUTIVE SESSION: A motion was made by Mr. Schilling, seconded by Mr. Phillips, that Council recess into Executive Session to:

- A. Confer with legal counsel regarding pending or imminent litigation, and
- B. Discussion of preparing for, conducting or reviewing negotiations or bargaining sessions and public employees concerning their compensation or other terms and conditions of their employment.

Motion passed by unanimous roll call vote. At 3:50 p.m. Council recessed into executive session.

At 4:40 p.m., a motion was made by Mr. Rozell, seconded by Mr. Schweser, to return to regular session. Motion passed by unanimous roll call vote.

MINUTES: The Clerk gave a summary of the minutes of the March 16, 2020, meeting of Troy City Council. There were no corrections or additions to these minutes. Upon motion of Mrs. Snee, seconded by Mr. Schweser, these minutes were approved by unanimous roll call vote.

COMMITTEE REPORTS:

Committee of the Whole: Mr. Lutz reported that to assure that governmental services continue to the fullest extent possible during the state of emergency that has been declared due to the COVID-19 pandemic, the Committee of the Whole recommends legislation be prepared authorizing certain procedures during the state of emergency, with the legislation presented as an emergency measure. The procedures include establishing remote meetings of Council, and City boards and commissions that would include remote access by the public so that contact is limited to assist in protecting the health and well-being of all involved. Committee of the Whole further recommended the approval of emergency legislation cancelling the April 6 meeting of Troy City Council. Report signed by Allen, Phillips, Rozell, Schilling, Schweser, Severt, Snee, Terwilliger and Twiss.

Buildings & Utilities Committee: Mr. Allen, Chairman, reported that as bids exceeded the \$100,000 authorized for the Rebuilding of the Parkson Screen Project at the Wastewater Treatment Plant, Committee recommends legislation be prepared authorizing the Director of Public Service and Safety to enter into a contract for the rebuilding of Parkson Screen #2 at the Wastewater Treatment Plant at a cost not to exceed \$115,000. So that a contract with the low bidder can be executed, Committee supports emergency legislation. Report signed by Terwilliger, Twiss and Allen.

Finance Committee: Mr. Schweser, Chairman, reported as follows:

1. Committee recommends that legislation be prepared authorizing the City of Troy to participate in the ODOT cooperative purchasing program for the purchase of road salt for the winter of 2020-2021. Based on the April 24 date established by ODOT to be included in the ODOT program, Committee supports emergency legislation.
2. To help ease the burden placed on local businesses as a result of the national pandemic of COVID-19, Committee recommends legislation be prepared authorizing the City to offer to the 29 Small Business Development (SBD) and Community Development Block Grant (CDBG) loan holders a three-month deferral to no later than August 1, 2020 on loan payments of principal and interest with no compounded penalties, based on the borrower's request for a deferral. Committee supports emergency legislation so that the deferral process can commence without delay to assist the loan holders.
3. Committee recommends legislation be prepared to establish an Employee Creation Incentive Program to provide some rebate of City Income Tax payment to companies that move into Troy with a major new economic development project or companies already in Troy that establish a major economic development expansion, based on guidelines established by Council/approved by Council. This program is an economic development incentive that would provide an additional component in the decision making process for companies considering major investments/expansions in Troy. So that the program can be announced without delay to capitalize on potential development projects, Committee supports emergency legislation.

Reports signed by Phillips, Severt and Schweser.

Streets & Sidewalks Committee: Mr. Phillips, Chairman, reported that Committee recommends legislation be prepared amending Chapter 717 of the Codified Ordinances which covers provisions related to the use of public sidewalks in the downtown area, particularly outdoor furnishings. Committee noted that amendments would streamline the process and support the businesses by shortening the application process without changing the criteria Council has historically supported.

Report signed by Schilling, Snee and Philips.

Personnel Committee: Mr. Twiss, Chairman, gave an oral report that Committee recommends legislation be prepared authorizing the Director of Public Service and Safety to execute a Memorandum of Understanding with the IAFF Local 1638 regarding the creation of a "Basic Firefighter" position and wage, staffing at Station 3, and lateral transfers.

CITIZEN COMMENTS ON AGENDA ITEMS: NONE

RESOLUTION NO. R-22-2020

A RESOLUTION AUTHORIZING CERTAIN EMERGENCY PROCEDURES NECESSARY FOR THE CONTINUED GOVERNANCE OF THE CITY DURING THE CURRENT STATE OF EMERGENCY AND DECLARING AN EMERGENCY

This Resolution was given first title reading.

Mr. Severt moved for suspension of rules requiring three readings. Motion seconded by Mr. Twiss.

Yes: Schweser, Severt, Snee, Terwilliger, Twiss, Allen, Phillips, Rozell and Schilling.

No: None.

Mr. Schweser moved for adoption. Motion seconded by Mr. Twiss.

Yes: Severt, Snee, Terwilliger, Twiss, Allen, Phillips, Rozell, Schilling and Schweser.

No: None.

RESOLUTION ADOPTED

RESOLUTION NO. R-23-2020

RESOLUTION CANCELLING THE APRIL 6, 2020 MEETING OF TROY CITY COUNCIL AND DECLARING AN EMERGENCY

This Resolution was given first title reading.

Mr. Schilling moved for suspension of rules requiring three readings. Motion seconded by Mr. Schweser.

Yes: Snee, Terwilliger, Twiss, Allen, Phillips, Rozell, Schilling, Schweser and Severt.

No: None.

Mr. Schweser moved for adoption. Motion seconded by Mr. Rozell.

Yes: Terwilliger, Twiss, Allen, Phillips, Rozell, Schilling, Schweser, Severt and Snee.

No: None.

RESOLUTION ADOPTED

RESOLUTION NO. R-24-2020

RESOLUTION AUTHORIZING PARTICIPATION IN THE ODOT ROAD SALT CONTRACTS AWARDED IN 2020 AND DECLARING AN EMERGENCY

This Resolution was given first title reading.

Mr. Schweser moved for suspension of rules requiring three readings. Motion seconded by Mr. Twiss.

Yes: Twiss, Allen, Phillips, Rozell, Schilling, Schweser, Severt, Snee and Terwilliger.

No: None.

Mr. Terwilliger moved for adoption. Motion seconded by Mr. Rozell.

Yes: Allen, Phillips, Rozell, Schilling, Schweser, Severt, Snee, Terwilliger and Twiss.

No: None.

RESOLUTION ADOPTED

RESOLUTION NO. R-25-2020

RESOLUTION AMENDING RESOLUTION NUMBER R-7-2020, AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE AND SAFETY OF THE CITY OF TROY, OHIO TO ENTER INTO A CONTRACT FOR THE REBUILDING OF THE PARKSON SCREEN #2 PROJECT AT THE CITY OF TROY WASTEWATER TREATMENT PLANT, INCREASING THE AUTHORIZED AMOUNT, AND DECLARING AN EMERGENCY

This Resolution was given first title reading.

Mr. Schilling moved for suspension of rules requiring three readings. Motion seconded by Mr. Twiss.

Yes: Phillips, Rozell, Schilling, Schweser, Severt, Snee, Terwilliger, Twiss and Allen.

No: None.

Mr. Schweser moved for adoption. Motion seconded by Mr. Twiss.

Yes: Rozell, Schilling, Schweser, Severt, Snee, Terwilliger, Twiss, Allen and Phillips.

No: None.

RESOLUTION ADOPTED

RESOLUTION NO. R-26-2020

RESOLUTION DEFERRING LOAN PAYMENTS RELATED TO CITY OF TROY, OHIO COMMUNITY DEVELOPMENT BLOCK GRANT AND SMALL BUSINESS DEVELOPMENT LOANS AND DECLARING AN EMERGENCY

This Resolution was given first title reading.

Mrs. Snee moved for suspension of rules requiring three readings. Motion seconded by Mr. Twiss.

Yes: Schilling, Schweser, Severt, Snee, Terwilliger, Twiss, Allen, Phillips and Rozell.

No: None.

Mr. Schweser moved for adoption. Motion seconded by Mr. Twiss.

Yes: Schweser, Severt, Snee, Terwilliger, Twiss, Allen, Phillips, Rozell and Schilling.

No: None.

RESOLUTION ADOPTED

RESOLUTION NO. R-27-2020

RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE AND SAFETY OF THE CITY OF TROY, OHIO, TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH LOCAL 1638 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AND DECLARING AN EMERGENCY

This Resolution was given first title reading.

Mr. Schweser moved for suspension of rules requiring three readings. Motion seconded by Mrs. Snee.

Yes: Severt, Snee, Terwilliger, Twiss, Allen, Phillips, Rozell, Schilling and Schweser.

No: None.

Mr. Schweser moved for adoption. Motion seconded by Mrs. Snee.

Yes: Snee, Terwilliger, Twiss, Allen, Phillips, Rozell, Schilling, Schweser and Severt.

No: None.

RESOLUTION ADOPTED

ORDINANCE O-13-2020

ORDINANCE DECLARING MUNICIPALLY OWNED REAL PROPERTY AS NO LONGER NEEDED FOR MUNICIPAL PURPOSES AND AUTHORIZING THE SALE OF SUCH EXCESS PROPERTY

This Ordinance was given first title reading on March 2, 2020.
Given second title reading on March 16, 2020.
Given third title reading.

Discussion. Mrs. Snee asked if there was a date when the Recreation & Parks Committee would meet again on this subject. Mr. Schilling indicated that would be after the Park Board met and provided answers to questions of the Committee.

ORDINANCE NO. O-21-2020

AN ORDINANCE AMENDING CHAPTER 717, USE OF PUBLIC SIDEWALKS, OF THE CODIFIED ORDINANCES OF THE CITY OF TROY, OHIO

This Ordinance was given first title reading.

Mr. Schweser moved for suspension of rules requiring three readings. Motion seconded by Mr. Twiss.

Yes: Terwilliger, Twiss, Allen, Phillips, Rozell, Schilling, Schweser, Severt and Snee.

No: None.

Mr. Severt moved for adoption. Motion seconded by Mr. Schweser.

Yes: Twiss, Allen, Phillips, Rozell, Schilling, Schweser, Severt, Snee and Terwilliger.

No: None.

ORDINANCE ADOPTED

ORDINANCE NO. O-22-2020

AN ORDINANCE ESTABLISHING AN EMPLOYEE CREATION INCENTIVE PROGRAM IN THE CITY OF TROY, OHIO AND DECLARING AN EMERGENCY

This Ordinance was given first title reading.

Mr. Severt moved for suspension of rules requiring three readings. Motion seconded by Mrs. Snee.

Yes: Allen, Phillips, Rozell, Schilling, Schweser, Severt, Snee, Terwilliger and Twiss

No: None.

Mr. Severt moved for adoption. Motion seconded by Mr. Schweser.

Yes: Phillips, Rozell, Schilling, Schweser, Severt, Snee, Terwilliger, Twiss and Allen.

No: None.

ORDINANCE ADOPTED

ORDINANCE NO. O-23-2020

ORDINANCE AMENDING ORDINANCE NO. O-64-2018, FIXING SALARIES AND WAGES OF CERTAIN EMPLOYEES OF THE CITY OF TROY, OHIO AND DECLARING AN EMERGENCY

This Ordinance was given first title reading.

Mr. Schweser moved for suspension of rules requiring three readings. Motion seconded by Mrs. Snee.

Yes: Rozell, Schilling, Schweser, Severt, Snee, Terwilliger, Twiss, Allen and Phillips.

No: None.

Mr. Schweser moved for adoption. Motion seconded by Mr. Rozell.

Yes: Schilling, Schweser, Severt, Snee, Terwilliger, Twiss, Allen, Phillips and Rozell.

No: None.

ORDINANCE ADOPTED

COMMENTS OF COUNCIL: Mr. Severt commented that he thought Council should have had the special meeting only to cover the ability to have remote meetings (R-22-2020) and then handled all other items by a remote meeting on April 6.

There being no further business, the meeting adjourned at 5:10 pm.

COMMITTEE REPORT
TROY CITY COUNCIL

TO: Mr. Lutz, President of Council
FROM: Building & Utilities Committee
SUBJECT: **NEW FRANCHISE AGREEMENTS, ELECTRIC SERVICE WITH DAYTON POWER AND LIGHT COMPANY AND PIONEER RURAL ELECTRIC COOPERATIVE, INC.**

DATE: April 13, 2020

SUMMARY REPORT: *(To be read at Council meeting)*

This Committee met remotely on April 13 to consider recommending new franchise agreements for electric service with both the Dayton Power and Light Company and Pioneer Rural Electric Cooperative, Inc. to replace expired agreements.

RECOMMENDATION: *(To be read at Council meeting)*

It is the recommendation of this Committee that legislation be prepared authorizing the Director of Public Service and Safety to execute franchise agreements with Dayton Power and Light Company and with Pioneer Rural Electric Cooperative, Inc. for a period of 20 years and to execute any documents related to the agreements. This Committee supports emergency legislation as the franchise agreements have expired.

Respectfully submitted,

John A. Terwilliger

William C. Twiss

Zachary L. Allen, Chairman
Buildings & Utilities Committee

DETAILED REPORT:

This Committee met remotely on April 13, 2020 to consider authorizing new franchise agreements for electric service with both the Dayton Power and Light Company and Pioneer Rural Electric Cooperative, Inc. The meeting was also remotely attended by Mayor Oda, Council President Lutz, the Director of Law, Council Members Phillips, Rozell, Snee, Schilling, Schweser, the Director of Public Service and Safety, the Director of Law, members of the City staff, and citizens.

The City of Troy has had electric service franchise agreements with both Dayton Power and Light Company (DP&L) and Pioneer Rural Electric Cooperative, Inc. (Pioneer). A portion of Troy is within the Pioneer service area. The last DP&L franchise agreement was entered into in 1994 and the last Pioneer franchise agreement was entered into in 2000. Both of these franchise agreements expired at the end of 2019. Staff has worked with both parties and the Director of Law to achieve the same agreement for both electric utilities, including clarifying language through the Public Utility Commission of Ohio (PUCO) to define the service areas for each utility. Both franchise agreements would be for 20-year periods. In that the franchise agreements have expired, consideration of emergency legislation is requested.

RECOMMENDATION:

It is the recommendation of this Committee that legislation be prepared authorizing the Director of Public Service and Safety to execute franchise agreements with Dayton Power and Light Company and with Pioneer Rural Electric Cooperative, Inc. for a period of 20 years, and to execute any documents related to the agreements. This Committee supports emergency legislation as the franchise agreements have expired.

cc: Council, Mayor, Director of Law, Auditor, Director of Public Service & Safety, Clerk, media, staff

COMMITTEE REPORT
TROY CITY COUNCIL

TO: Mr. Lutz, President of Council
FROM: Building & Utilities Committee
SUBJECT: AUTHORIZING TOWER MAINTENANCE PROFESSIONAL SERVICE AGREEMENT

DATE: April 13, 2020

SUMMARY REPORT: *(To be read at Council meeting)*

This Committee met remotely on April 13 to consider authorizing a multi-year professional services agreement for the yearly maintenance of the Herrlinger and Stanfield Extra High Service (EHS) Water Towers. The maintenance agreement for the Herrlinger Tower has expired. A maintenance agreement is needed for the new Stanfield EHS Water Tower. Staff has recommended using the same company that has been authorized to maintain the other towers, and to authorize a 12-year agreement so that all the tower maintenance agreements are on the same term. The Director of Law has advised that pursuant to the Ohio Revised Code, competitive bidding is not required for tower maintenance agreements.

RECOMMENDATION: *(To be read at Council meeting)*

It is the recommendation of this Committee that legislation be prepared authorizing the Director of Public Service and Safety to enter into a 12-year agreement with Utility Service Company of Atlanta, Georgia for the yearly maintenance of Herrlinger Water Tower and Stanfield EHS Water Tower at an annual cost not to exceed \$65,372.

Respectfully submitted,

John A. Terwilliger

William C. Twiss

Zachary L. Allen, Chairman
Buildings & Utilities Committee

DETAILED REPORT:

This Committee met remotely on April 13, 2020 to consider authorizing a multi-year professional services agreement with Utility Service Company of Atlanta, Georgia for the yearly maintenance of the Herrlinger and Stanfield Extra High Service (EHS) Water Towers. The meeting was also remotely attended by Mayor Oda, Council President Lutz, the Director of Law, Council Members Phillips, Rozell, Snee, Schilling, Schweser, the Director of Public Service and Safety, the Director of Law, members of the City staff, and citizens.

We received information that water tower maintenance in most years is simply a visual inspection of the exterior paint coatings. In some years the maintenance includes an exterior pressure wash, a draining of the tank for interior inspections, or even a full exterior or interior paint coating. In order to provide consistency in these inspections and smooth out the extreme variable expense of this yearly maintenance the city has entered into long term maintenance contracts for all of the towers.

The existing maintenance agreement for the Herrlinger Tower has expired. With the recent addition of the Stanfield EHS Tower, we have a need to enter into a new maintenance agreement for both towers. Staff has negotiated with our existing maintenance provider and agreed to a schedule following industry guidelines for tower maintenance. For the Herrlinger Tower this includes and exterior paint prior to 2023, interior paint prior to 2025, and visual or wash out inspections in other years. The newer Stanfield EHS Tower includes washout inspections about every three years and exterior pressure washes about every 5 years, with visual inspections occurring in all other years. \$70,000 is budgeted for this new maintenance agreement. An existing contract through 2031 covers the Stanfield HS Tower, Barnhart Tower, and the Water Plant backwash tank. The intent is to have this new agreement end at the same time so that future agreements could be on the same time schedule. The Director of Law has advised that pursuant to the Ohio Revised Code, competitive bidding is not required for tower maintenance agreements. Very few companies provide this service.

RECOMMENDATION:

It is the recommendation of this Committee that legislation be prepared authorizing the Director of Public Service and Safety to enter into a twelve-year agreement with Utility Service Company of Atlanta, Georgia for the yearly maintenance of Herrlinger Water Tower and Stanfield EHS Water Tower at an annual cost not to exceed \$65,372.

cc: Council, Mayor, Director of Law, Auditor, Director of Public Service & Safety, Clerk, media, staff

COMMITTEE REPORT
TROY CITY COUNCIL

TO: Mr. Lutz, President of Council
FROM: Streets & Sidewalks Committee
SUBJECT: BIDDING AUTHORIZATION -- SIDEWALK PROJECT: SIDEWALK IMPROVEMENT PROGRAM, PHASE 12; SIDEWALKS ON PART OF TOWNE PARK DRIVE

DATE: April 13, 2020

SUMMARY REPORT: *(To be read at Council meeting)*

This Committee met remotely on April 13 regarding bidding for a Sidewalk Project to include Phase 12 of the Sidewalk Improvement Program to replace raised, cracked or otherwise dangerous sidewalks and the placement of sidewalks along an area of Towne Park Drive.

RECOMMENDATION: *(To be read at Council meeting)*

It is the recommendation of this Committee that legislation be prepared authorizing the Director of Public Service and Safety to advertise for bids and enter into a contract for a Sidewalk Program at a total cost not to exceed \$425,000, with the funding of Phase 12 of the Sidewalk Improvement Program at a cost not to exceed \$300,000 and the placement of sidewalks along an area of Towne Park Drive at a cost not to exceed \$125,000.

Respectfully submitted,

Jeffrey A. Schilling

Lynne B. Snee

Bobby W. Phillips, Chairman
Streets & Sidewalks Committee

DETAILED REPORT:

This Committee met remotely on April 13, 2020 to consider authorizing bidding a sidewalk project to include the Sidewalk Improvement Program Phase 12 and the placement of sidewalks along part of Towne Park Drive. The meeting was also remotely attended by Mayor Oda, Council President Lutz, the Director of Law, Council Members Allen, Rozell, Schweser, Terwilliger, and Twiss, the Director of Public Service and Safety, the Director of Law, members of the City staff, and citizens.

The Sidewalk Improvement Program is to replace raised, cracked and otherwise dangerous sidewalks that have a liability potential for the property owners and the City. Phase 12 has been identified as the areas along East Canal Street from Mulberry Street to Floral Avenue; South Union Street from East Canal Street to Racer Street; East West Street from South Union Street to South Mulberry Street; East Simpson Street from South Clay Street to South Crawford Street; Lafayette Street from South Mulberry Street to South Clay Street; South Clay Street from Lafayette Street to East West Street. Following the bidding/contracting/completion of the sidewalk repair program, property owners may pay the City for their share of the project. For those that do not make payment, the work will be assessed to the taxes as necessary to be paid over a five-year period. The project also includes replacing/establishing handicap ramps at intersections within the area of Phase 12. The estimated cost of this part of the project is \$300,000, which will be funded from the Capital Improvement Fund (441 Fund).

As a part of a sidewalk program, sidewalks will be installed along the north and east side of Towne Park Drive from Experiment Farm Road to the right-of-way terminus at the private property drive for the Walmart shopping center. The sidewalks will be installed along the frontage of the existing businesses that currently do not have sidewalks. The funding for this portion of the project will be taken from the Tax Increment Financing (TIF) Fund. The work funded through the Tax Increment Financing (TIF) Fund will not be assessed to the property owners. The estimated cost of the sidewalk installation is \$125,000.

There was a discussion regarding establishing an infill program to install sidewalks where none have existed. It was noted that this would be a different program under the ORC, and it will still be a few years until the Sidewalk Improvement Program is completed and an infill program can be considered.

RECOMMENDATION:

It is the recommendation of this Committee that legislation be prepared authorizing the Director of Public Service and Safety to advertise for bids and enter into a contract for a Sidewalk Program at a total cost not to exceed \$425,000, with the funding of Phase 12 of the Sidewalk Improvement Program at a cost not to exceed \$300,000 and the placement of sidewalks along an area of Towne Park Drive at a cost not to exceed \$125,000.

cc: Council, Mayor, Director of Law, Auditor, Director of Public Service and Safety, Clerk, staff, media

RESOLUTION No. R-28-2020

Dayton Legal Blank, Inc.

RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE AND SAFETY OF THE CITY OF TROY, OHIO TO ADVERTISE FOR BIDS AND ENTER INTO A CONTRACT FOR PHASE 12 OF THE SIDEWALK REPAIR PROGRAM AND THE PLACEMENT OF SIDEWALKS ON TOWNE PARK DRIVE

WHEREAS, Council recently passed a Resolution of Necessity, R-12-2020, regarding Phase 12 of the Sidewalk Repair Program; and

WHEREAS, this Council concurs that sidewalks need to be installed along the north and east side of Towne Park Drive from Experiment Farm Road to the right-of-way terminus at the private property drive for the Walmart Shopping Center.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Troy, as follows:

SECTION I: That the Director of Public Service and Safety of the City of Troy, Ohio is hereby authorized to advertise for bids and enter into a contract for Phase 12 of the Sidewalk Repair Program at a cost not to exceed Three Hundred Thousand Dollars and no/100 (\$300,000.00) from the Capital Improvement Fund, and the placement of sidewalks in a defined area of Towne Park Drive at a cost not to exceed One Hundred Twenty-five Thousand Dollars and no/100 (\$125,000.00) from the Tax Increment Financing (TIF) Fund, all in accordance with the specifications now on file in the office of the Director of Public Service and Safety, at a total bid cost not to exceed Four Hundred Twenty-five Thousand Dollars and no/100 (\$425,000.00).

SECTION II: That this Resolution shall be effective at the earliest date allowed by law.

Adopted: _____
President of Council

Approved: _____

Attest: _____
Clerk of Council Mayor

EXHIBIT A

FRANCHISE AGREEMENT

BETWEEN DAYTON, POWER AND LIGHT COMPANY

AND

THE CITY OF TROY

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF TROY, STATE OF OHIO:

SECTION 1. That Dayton, Power, and Light its successors and assigns (hereinafter called "Grantee") are hereby granted the right, privilege, franchise and authority for the period of twenty (20) years, commencing on the effective date of this ordinance, to acquire, construct, maintain and operate in, above, under, across and along the streets, thoroughfares, alleys, bridges and public places (as the same now exist or may be laid out) of the City of Troy, State of Ohio, and its successors (hereinafter called City), lines for the distribution of electric energy, either by means of overhead or underground conductors, with all the necessary or desirable appurtenances to render public utility service in the City and to the inhabitants thereof by supplying electric energy to the City and to the inhabitants thereof, for light, heat, power or any other purposes or purpose for which electric energy is now or may hereafter be used, and the distribution of the same within, through or across the City; provided, however, that the Grantee shall provide electric service within their certified territory as governed by Sections 4933.81 to 4933.90 of the Ohio Revised Code, and as is reflected in certified territory maps, as in effect and as modified from time-to-time, maintained and regularly updated by the Public Utilities Commission of Ohio.

This grant shall apply to all such lines, equipment and devices used or useful for the aforesaid purposes, which are now owned by the Grantee in said City, and to such as hereafter may be installed, placed or erected by the Grantee.

SECTION 2. That in establishing and administering this franchise ordinance (and any other franchise ordinance granted by the City to any other grantee) in the area or areas described above (or in any other area or areas of the City) during the term of this franchise ordinance: (a) the City shall comply with and respect, and direct the Grantee and all other franchise grantees in the City to comply with and respect, the Certified Territories for Electric Suppliers Act (Ohio Revised Code Sections 4933.81 to 4933.90) and the exclusive certified territories established by the Public Utilities Commission of Ohio (PUCO) thereunder; and (b) it is not the intention of the City to establish competition for any component of retail electric service in any area or areas of the City, except for, in the case of the certified service territory of a for-profit electric supplier, any component of retail electric service that is a competitive retail electric service as defined under the Certified Territories for Electric Suppliers Act, and, in the case of the certified service territory of a not-for-profit electric supplier, any component of retail electric service that is a competitive retail electric service as a result of such not-for-profit electric supplier making the irrevocable filing with the PUCO to establish competition for such component of retail electric service under and in compliance with the Certified Territories for Electric Suppliers Act.

SECTION 3. It is the intent of this agreement to provide for the public welfare and to provide for the public safety in the protection of the public rights of way. The City reserves the right during the term of this agreement to adopt and to apply rules and regulations as they may pertain to this agreement and its implementation.

SECTION 10. That this agreement shall be executed by the Grantee prior to the agreement being presented to Council adopting legislation authorizing the Director of Public Service and Safety to execute said agreement.

Acceptance

Dayton Power and Light Company does hereby accept the above franchise from the City of Troy, Ohio and the terms and conditions set forth therein.

DAYTON POWER AND LIGHT COMPANY

Sign: _____ Sign: _____
Print Name: _____ Print Name: _____

STATE OF OHIO, MIAMI COUNTY, SS:

Before me, a Notary Public in and for said County, personally appear the above named, who acknowledged that they did sign the foregoing agreement and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my hand and affixed my official seal at Troy, Ohio, this ____ day of _____, 20__.

Notary Public

[Seal] [Stamp & Expiration]

SECTION 4. That said lines and appurtenances shall be constructed so as not to interfere with the traveling public in its use of the streets, thoroughfares, alleys, bridges and public places. Nor shall they interfere with other utilities as may exist or be installed by the City or other vendors or services. The location of all poles, appurtenances or conduits, shall be made under the supervision of the City of Troy Engineering Department consistent with and in compliance with all ordinances, codes and regulatory standards as established by the City, the State of Ohio or the Federal Government. Every effort shall be made by the Grantee to utilize shared poles, and conduits.

Before construction of new lines and appurtenances either above, below or along the rights of way begins the Grantee shall be required to apply for the appropriate permit(s) from the City. As feasible, Grantee shall provide advance notice of repair, maintenance, or replacement of already existing lines and appurtenances.

That the Grantee shall have the right to trim and remove trees and other vegetation on or over the above-mentioned streets, thoroughfares, alleys, bridges and public places necessary to insure safe and efficient operation and maintenance of the above-mentioned lines and appurtenances. As feasible, Grantee shall provide advance notice to the City of Troy Engineering Department of the time and location(s) of trimming and removal of trees and other vegetation; provided, however, no such notice shall be required for trimming and removal of trees and other vegetation related to emergency response or storm restoration efforts.

SECTION 5. That the rights, privileges and franchise hereby granted shall be in force and effect for a period from the effective date of the passage of the ordinance authorizing this agreement.

That the rights, privileges and franchise hereby granted shall not be construed to be exclusive and the Council of the City hereby reserves the power to grant similar rights, privileges and franchises to any other person or persons, firm or firms, corporation or corporations.

SECTION 6. That said Grantee shall save the City harmless from any and all liability arising in any way from negligence in the erection, construction, maintenance or operation of said lines, poles, conduits and appurtenances for the distribution of electric energy.

SECTION 7. That whenever the Grantee shall begin the erection of any lines, poles, conduits and appurtenances or other equipment, it shall promptly and diligently prosecute the work to completion and leave the street, thoroughfare, alleys, bridges and public places where such work is done in as good of condition or repair as before such work commenced. Such condition shall be subject to final review and approval by the City Engineering Department. All cost incurred by the City for failure to make any final repairs shall be the responsibility of the Grantee.

SECTION 8. That wherever in this agreement, reference is made to the City or the Grantee, it shall be deemed to include the respective successors or assigns or either; and all rights, privileges and obligations herein contained by or on behalf of the City, or by or on behalf of said Grantee, shall be binding upon, and insure to the benefit of the respective successors or assigns of said City, or of said Grantee, whether so expressed or not.

SECTION 9. The City reserves the right to terminate the right, privilege, franchise and authority granted herein, upon failure by the Grantee to comply with the terms and conditions stated herein. Termination shall be effective upon failure by the Grantee to correct such failure following sixty (60) days written notice from the City of Troy Director of Public Service and Safety.

CITY OF TROY, OHIO

Sign: _____
Title: Director of Public Service & Safety
Print Name: _____

STATE OF OHIO, MIAMI COUNTY, SS:

Before me, a Notary Public in and for said County, personally appear the above named, who acknowledged that they did sign the foregoing agreement and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my hand and affixed my official seal at Troy, Ohio, this ____ day of _____, 20__.

Notary Public

[Seal] [Stamp & Expiration]

As to Form:

Sign: _____
Title: City of Troy Law Director
Print Name: _____

STATE OF OHIO, MIAMI COUNTY, SS:

Before me, a Notary Public in and for said County, personally appear the above named, who acknowledged that they did sign the foregoing agreement and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my hand and affixed my official seal at Troy, Ohio, this ____ day of _____, 20__.

Notary Public

[Seal]

EXHIBIT A

FRANCHISE AGREEMENT

BETWEEN PIONEER RURAL ELECTRIC COOPERATIVE, INC,

AND

THE CITY OF TROY

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF TROY, STATE OF OHIO:

SECTION 1. That Pioneer Rural Electric Cooperative, Inc. its successors and assigns (hereinafter called "Grantee") are hereby granted the right, privilege, franchise and authority for the period of twenty (20) years, commencing on the effective date of this ordinance, to acquire, construct, maintain and operate in, above, under, across and along the streets, thoroughfares, alleys, bridges and public places (as the same now exist or may be laid out) of the City of Troy, State of Ohio, and its successors (hereinafter called City), lines for the distribution of electric energy, either by means of overhead or underground conductors, with all the necessary or desirable appurtenances to render public utility service in the City and to the inhabitants thereof by supplying electric energy to the City and to the inhabitants thereof, for light, heat, power or any other purposes or purpose for which electric energy is now or may hereafter be used, and the distribution of the same within, through or across the City; provided, however, that the Grantee shall provide electric service within their certified territory as governed by Sections 4933.81 to 4933.90 of the Ohio Revised Code, and as is reflected in certified territory maps, as in effect and as modified from time-to-time, maintained and regularly updated by the Public Utilities Commission of Ohio.

This grant shall apply to all such lines, equipment and devices used or useful for the aforesaid purposes, which are now owned by the Grantee in said City, and to such as hereafter may be installed, placed or erected by the Grantee.

SECTION 2. That in establishing and administering this franchise ordinance (and any other franchise ordinance granted by the City to any other grantee) in the area or areas described above (or in any other area or areas of the City) during the term of this franchise ordinance: (a) the City shall comply with and respect, and direct the Grantee and all other franchise grantees in the City to comply with and respect, the Certified Territories for Electric Suppliers Act (Ohio Revised Code Sections 4933.81 to 4933.90) and the exclusive certified territories established by the Public Utilities Commission of Ohio (PUCO) thereunder; and (b) it is not the intention of the City to establish competition for any component of retail electric service in any area or areas of the City, except for, in the case of the certified service territory of a for-profit electric supplier, any component of retail electric service that is a competitive retail electric service as defined under the Certified Territories for Electric Suppliers Act, and, in the case of the certified service territory of a not-for-profit electric supplier, any component of retail electric service that is a competitive retail electric service as a result of such not-for-profit electric supplier making the irrevocable filing with the PUCO to establish competition for such component of retail electric service under and in compliance with the Certified Territories for Electric Suppliers Act.

SECTION 3. It is the intent of this agreement to provide for the public welfare and to provide for the public safety in the protection of the public rights of way. The City reserves the right during the term of this agreement to adopt and to apply rules and regulations as they may pertain to this agreement and its implementation.

SECTION 10. That this agreement shall be executed by the Grantee prior to the agreement being presented to Council adopting legislation authorizing the Director of Public Service and Safety to execute said agreement.

Acceptance

The Board of Trustees of Pioneer Rural Electric Cooperative, Inc. accept the above franchise from the City of Troy, Ohio and the terms and conditions set forth therein.

PIONEER RURAL ELECTRIC COOPERATIVE, INC.

Sign: _____ Sign: _____

Print Name: _____ Print Name: _____

STATE OF OHIO, MIAMI COUNTY, SS:

Before me, a Notary Public in and for said County, personally appear the above named, who acknowledged that they did sign the foregoing agreement and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my hand and affixed my official seal at Troy, Ohio, this ____ day of _____, 20__.

Notary Public

[Seal] [Stamp & Expiration]

SECTION 4. That said lines and appurtenances shall be constructed so as not to interfere with the traveling public in its use of the streets, thoroughfares, alleys, bridges and public places. Nor shall they interfere with other utilities as may exist or be installed by the City or other vendors or services. The location of all poles, appurtenances or conduits, shall be made under the supervision of the City of Troy Engineering Department consistent with and in compliance with all ordinances, codes and regulatory standards as established by the City, the State of Ohio or the Federal Government. Every effort shall be made by the Grantee to utilize shared poles, and conduits.

Before construction of new lines and appurtenances either above, below or along the rights of way begins the Grantee shall be required to apply for the appropriate permit(s) from the City. As feasible, Grantee shall provide advance notice of repair, maintenance, or replacement of already existing lines and appurtenances.

That the Grantee shall have the right to trim and remove trees and other vegetation on or over the above-mentioned streets, thoroughfares, alleys, bridges and public places necessary to insure safe and efficient operation and maintenance of the above-mentioned lines and appurtenances. As feasible, Grantee shall provide advance notice to the City of Troy Engineering Department of the time and location(s) of trimming and removal of trees and other vegetation; provided, however, no such notice shall be required for trimming and removal of trees and other vegetation related to emergency response or storm restoration efforts.

SECTION 5. That the rights, privileges and franchise hereby granted shall be in force and effect for a period from the effective date of the passage of the ordinance authorizing this agreement.

That the rights, privileges and franchise hereby granted shall not be construed to be exclusive and the Council of the City hereby reserves the power to grant similar rights, privileges and franchises to any other person or persons, firm or firms, corporation or corporations.

SECTION 6. That said Grantee shall save the City harmless from any and all liability arising in any way from negligence in the erection, construction, maintenance or operation of said lines, poles, conduits and appurtenances for the distribution of electric energy.

SECTION 7. That whenever the Grantee shall begin the erection of any lines, poles, conduits and appurtenances or other equipment, it shall promptly and diligently prosecute the work to completion and leave the street, thoroughfare, alleys, bridges and public places where such work is done in as good of condition or repair as before such work commenced. Such condition shall be subject to final review and approval by the City Engineering Department. All cost incurred by the City for failure to make any final repairs shall be the responsibility of the Grantee.

SECTION 8. That wherever in this agreement, reference is made to the City or the Grantee, it shall be deemed to include the respective successors or assigns or either; and all rights, privileges and obligations herein contained by or on behalf of the City, or by or on behalf of said Grantee, shall be binding upon, and inure to the benefit of the respective successors or assigns of said City, or of said Grantee, whether so expressed or not.

SECTION 9. The City reserves the right to terminate the right, privilege, franchise and authority granted herein, upon failure by the Grantee to comply with the terms and conditions stated herein. Termination shall be effective upon failure by the Grantee to correct such failure following sixty (60) days written notice from the City of Troy Director of Public Service and Safety.

CITY OF TROY, OHIO

Sign: _____

Title: Director of Public Service & Safety

Print Name: _____

STATE OF OHIO, MIAMI COUNTY, SS:

Before me, a Notary Public in and for said County, personally appear the above named, who acknowledged that they did sign the foregoing agreement and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my hand and affixed my official seal at Troy, Ohio, this ____ day of _____, 20__.

Notary Public

[Seal] [Stamp & Expiration]

As to Form:

Sign: _____

Title: City of Troy Law Director

Print Name: _____

STATE OF OHIO, MIAMI COUNTY, SS:

Before me, a Notary Public in and for said County, personally appear the above named, who acknowledged that they did sign the foregoing agreement and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my hand and affixed my official seal at Troy, Ohio, this ____ day of _____, 20__.

Notary Public

[Seal] [Stamp & Expiration]

MASTER SERVICES AGREEMENT
Terms and Conditions

This MASTER SERVICES AGREEMENT ("Agreement") is entered into by and between CITY OF TROY, OH, with a principal business address of 100 S. Market Street, Troy, OH 45373 ("Owner"), and UTILITY SERVICE CO., INC., a Georgia corporation with a principal business address of 1230 Peachtree Street, NE, Promenade II, Suite 1100, Atlanta, Georgia 30309 ("Company").

WHEREAS, the Owner and Company (collectively, "the Parties") desire for Company to provide services to 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 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 ("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 and materials 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 20 ("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 an 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.

9. **Termination.** This Agreement or any SOW may be terminated by Owner if written notice of termination is received by the non-terminating Party at least ninety (90) days before the commencement of the upcoming Renewal Term. If the notice of termination is not received at least ninety (90) days before the commencement of the upcoming Renewal Term, this Agreement shall renew for the upcoming Renewal Term of one-year, and then terminate at the expiration of that Renewal Term. In the event of termination by Owner, Owner shall pay Company any amounts due or owing pursuant to all SOWs for products and/or services delivered by Company prior to the date of termination, unless otherwise agreed by the Parties in SOW(s).

10. **Intellectual Property.** The Owner acknowledges that all intellectual property rights in the Services, their method of delivery, and all related know-how are owned by the Company or its licensors. The Owner hereby agrees and acknowledges that this Agreement and its SOWs shall not be construed as a license for the Owner to use, deliver, or exploit the intellectual property used by the Company in delivering the Services, to the extent that any new intellectual property or know-how is developed as a result of carrying out the Services, and any new intellectual property rights will all be owned by the Company or its licensors, and the Owner agrees that it will not make a claim to any such new intellectual property rights.

11. **Limitation of Liability.** IN NO EVENT WILL THE COMPANY OR ITS RESPECTIVE AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, OFFICIALS, AND EMPLOYEES OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL OR INCIDENTAL 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, AND EMPLOYEES ARISING OUT OF PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS UNDER ANY SOW, SHALL NOT EXCEED, IN THE AGGREGATE, A SUM EQUAL TO THE TOTAL OF ANNUAL FEES SET FORTH IN THE APPLICABLE SOW.

12. **Rules of Construction.** In construing this Agreement and the SOWs, the following principles shall be followed: (a) no meaning shall be inferred from any presumption that one Party had a greater role in drafting this Agreement; (b) examples do not limit, expressly or by implication, the matters illustrated; (c) the plural shall be deemed to include the singular and vice versa as applicable; and (d) headings are for convenience only and do not affect the meaning or construction of any such provision. The Parties specifically acknowledge and agree: (a) that they have a duty to read all of the documents constituting this Agreement, including its SOWs, and that they are charged with notice and knowledge of the terms in this Agreement, including its SOWs; and (b) that it has in fact read this Agreement, including its SOWs, and is fully informed and has full notice and knowledge of the terms, conditions and effects of this Agreement, including its SOWs. 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.

4. **Independent Contractor.** Company is, and shall at all times remain, an independent contractor. Company and each of Company's employees and principals shall not be deemed for any purpose to be Owner's employees, and they shall not be entitled to any claims, rights, benefits and privileges to which an employee of 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. Owner is not responsible for any governing body or to Company for paying or withholding payroll taxes and other employee expenses related to payments made to Company. Notwithstanding anything to the contrary, this Agreement does not, and shall not be deemed to, constitute a partnership or joint ventures 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 another 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 \$1,000,000 per occurrence. Upon Owner's request, Company shall furnish Owner with a certificate of insurance evidencing this coverage. Further insurance requirements are attached hereto and shall be Consultant Requirements for Insurance and Indemnification - City of Troy, Ohio.

6. **Representations.** Company represents and warrants that Company has the full power and authority to enter into and perform this Agreement; that the execution, delivery and performance of this Agreement has been fully 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.** Company shall indemnify Owner and its officers and officials from and against any claims, actions, and suits resulting from Company's negligence while performing the Services hereunder. Company's indemnification obligations hereunder shall be subject to Owner's prompt notification to Company with respect to the pertinent third-party claim(s).

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.

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 this 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.

14. **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 and each properly executed SOW shall be deemed as the entire agreement, arrangements, and undertakings between the Parties and constituting the entire agreement between the Parties relating to the subject matter hereof. This Agreement may not be amended except by written instrument executed by both Parties. In the event of a conflict between the terms of any given SOW and this Agreement, the terms of the SOW shall prevail. 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; such consent will not be unreasonably withheld. 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.

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, strike, labor, dispute, flood, public disaster, 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 conditions exist.

e. **Survival of Certain Provisions.** Notwithstanding the termination or expiration of this Agreement, the provisions of Sections 6, 10, and 11 shall survive and continue and 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. **Jurisdiction.** This Agreement is governed by and shall be construed in accordance with the laws of the State of Ohio.

SIGNATURE PAGE TO FOLLOW.

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 TROY

By: _____

Name: _____

Title: _____

Date: _____

COMPANY

UTILITY SERVICE CO., INC.

By: _____

Name: _____

Title: _____

Date: _____

Notice Address for Each Party:

Utility Service Co., Inc.
Attn: Customer Service Department
Post Office Box 1350
335 General Courtney Hodges Boulevard
Troy, Georgia 31069

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

WATER TANK MAINTENANCE – 1,000,000 GALLON-PEDISPHERE-HERRLINGER 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 service needed to maintain its 1,000,000-gallon water storage tank located at Crawford at E. West Street, Troy, OH 45373 (hereinafter "Tank"). This SOW1 shall commence on the Effective Date and shall continue in full force and effect for one year ("Contract Year 1"). This SOW1 will automatically renew for eleven (11) successive one-year terms ("Contract Years") unless terminated as set forth in Section 9.6 of the Master Services Agreement.
3. **Company's Responsibilities.** This SOW1 outlines the Company's responsibility for the care and maintenance of the above described water storage tank. Care and maintenance include the following:
 - A. The Company will inspect and service the tank. The tank and tower will be thoroughly inspected to ensure that the structure is in a sound, watertight condition.
 - B. During the washout/inspection, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. After cleaning is completed, the interior 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. A written report will be mailed to the Owner after each inspection.
 - C. The Company will provide emergency services and repairs when needed. Reasonable travel time must be allowed for the repair unit to reach the tank site.
 - D. The Company will blast clean and repaint the exterior of the tank prior to the end of Contract Year 4. The Company will clean and repaint the dry-interior of the tank prior to the end of Contract Year 5. When exterior repainting is performed, the Company agrees to paint the tank with the same color paint and to select a coating system which best suits the site conditions, environment, and general location of the tank. All products and procedures used during repainting will be equal to, or exceed the requirements of the State of Ohio, the American Water Works Association, and the Society for Protective Coatings as to surface preparation and coating materials.
 - E. The exterior surfaces will be pressure washed in Contract Year 9.
 - F. 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.

Page 1 of 7

site damage caused by physical conditions below the surface of the ground; (6) negligent acts of Owner's employees, agents or contractors; (7) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (8) repairs to the foundation of the tank; (9) any responsibilities or services except as set forth in Section 3; or (10) 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 terrorism include, but are not limited to, any damage to the tank or tank site which results from unauthorized entry of any kind to the tank site or tank; (11) No interior wet coatings.

9. **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 for repairs, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company renegotiate 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 in areas not accessible to maintain, damage to the roof of the tank which is not clearly visible during the visual inspection, etc.).
10. **Warranty.** Company warrants to Owner ("Warranty"), for a period of one (1) year ("Warranty Period") following the Date of Substantial Completion of the exterior renovation Contract Year 4, that the services to be performed in accordance with the approved design, plan, and/or specifications, and (ii) will be free from material defects in workmanship under normal and proper use within the Warranty Period ("Covered Defect"). Covered Defects do not include defects caused by fire, war, earthquake, or other earth movement, acts of God, negligence, abuse, the approved design, plan, and/or specifications, alteration, or the presence of gases or chemicals not typically found in assets of a like-kind. If a defect in workmanship is identified by Owner during the Warranty Period, then Owner shall promptly notify Company of the nature of the defect in writing. Following the receipt of such notice, Company shall inspect the work product to determine if a Covered Defect exists to the reasonable satisfaction of Company. Company's inspection shall be performed on a date that is mutually agreeable to the Owner, and Company, and the Owner agrees to provide entry to the site and satisfy any other reasonable requests of Company so that they can carry out inspections. If a Covered Defect exists, Company's sole liability shall be discharged by the Company providing the labor and materials to re-work any part or parts of the work product which prove to be defective. COMPANY MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES AND ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR PARTICULAR OR SPECIAL PURPOSES. However, notwithstanding the foregoing, Company's warranty does NOT cover the cost of, liability for, or the performance of any repairs or replacements to the Owner's equipment which is required as a result of a coatings failure or any warranty work required under this SOW1. Owner acknowledges and agrees that the limited remedies provided for in this section of the SOW1 shall constitute the entire warranty provided by Company. For purposes of this Warranty, "the Date of Substantial Completion" shall be defined as the date when the exterior renovation prescribed by this SOW1 is sufficiently complete on the subject tank so that the Owner can utilize the tank for its intended use.

Page 3 of 7

G. The Company will furnish current certificates of insurance coverage to the Owner.

4. **This is a 12-year term contract.** The tank shall receive an exterior renovation prior to the end of Contract Year 4. The tank shall receive an interior dry- renovation prior to the end of Contract Year 6. The tank shall receive visual inspections in Contract Years 1,2,4,5,6,7,8,10,11 and 12. The tank shall receive washout inspections in Contract Years 3 and 9. The exterior surfaces will be pressure washed in Year 9. The annual fees for each year of the Contract shall be \$55,373.00 per Contract Year. 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.** Owner shall be invoiced for all annual fees, plus all applicable taxes, on a quarterly basis. Furthermore, if the Owner elects to terminate this contract prior to remitting the 12 (12) annual fees, the balance for work completed as defined in the attached Exhibit A – Cancellation Fee Schedule, shall be due and payable within thirty (30) days of the Company's receipt of the Owner's Notice to Terminate.
6. **Structure of Tank.** The Company is accepting this tank under program based upon its existing structure and components. Any modifications to the tank, including antenna installations, shall be approved by Utility Service Co., Inc., prior to installation and may warrant an increase in the annual fee.
7. **Environmental, Health, Safety, or Labor Requirements.** The Owner hereby agrees that future mandated environmental, health, safety, or labor requirements as well as changes in the standards at the tank site may cause an increase in the cost of tank maintenance to be just cause for modification of this SOW1. Said modification of this SOW1 will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

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 3% 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.
8. **Excluded Items.** This Contract does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tank at anytime during the term of the Contract; except for the exterior renovation in Contract Year 4; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) resolution of operational problems or repair of structural damage or

Page 2 of 7

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

| | |
|--------------|---------------------------|
| OWNER | COMPANY |
| City of Troy | Utility Service Co., Inc. |

| | |
|--------------|--------------|
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

DRAFT

Page 4 of 7

EXHIBIT A
Cancellation Fee Schedule

| Year | 1 | 2 | 3 | 4 | 5 |
|-----------------|-----|-----|-----|-----------|-----------|
| Herrlinger tank | \$0 | \$0 | \$0 | \$323,591 | \$271,837 |

| Year | 6 | 7 | 8 | 9 | 10 |
|-----------------|-----------|-----------|-----------|-----------|-----------|
| Herrlinger Tank | \$267,514 | \$215,943 | \$164,467 | \$153,526 | \$102,248 |

| Year | 11 |
|-----------------|----------|
| Herrlinger Tank | \$51,071 |

Initial Upfront Renovation Specification

Year 4 (2022)

Exterior Blast

1. All exterior surfaces shall be abrasive blast cleaned to a SSPC-SP No. 6 "Commercial" finish, removing all existing paint, rust, dirt, mill scale, and foreign matter by the recommended methods outlined in the Society for Protective Coatings Specification, SSPC-SP No.6.
2. After abrasive cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
3. A containment system shall be utilized to meet the emission control requirements of a Class 2A System, as specified in SSPC Grade 6 (CON). Guide for Containing Debris Generated During Paint Removal Operations, dated December 1, 1997.
4. One (1) full primer coat of Tnemec Series 90-97 or equivalent zinc coating shall be applied to 100% of exterior surfaces.
5. One (1) full intermediate coat of Tnemec Series 20 epoxy or equivalent coating shall be applied to 100% of exterior surfaces.
6. One (1) full finish coat of Tnemec Series 72 urethane or equivalent coating shall be applied to 100% of exterior surfaces.
7. Apply Logos and Paint Scheme

Year 6 (2024)

Interior Dry Specifications

1. The complete interior (100%) shall be abrasive blast cleaned to SSPC-SP No. 7 "Brush Blast" finish.
2. After abrasive cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
3. A high build epoxy liner manufactured by the Tnemec Company shall be applied as follows:
 - **Finish Coat:** One [1] complete coat of Tnemec Series N140 or equivalent shall be applied at the manufacturer's recommended thickness.
5. The spent abrasive media shall be tested per TCLP-(8) Heavy Metals as mandated by the State.

6. Once the tests results confirm the non-hazardous status of the wastes, the spent abrasive shall be disposed of properly.

EXHIBIT B

SCOPE OF WORK NO. 2
 TO THE MASTER SERVICES AGREEMENT BETWEEN
 UTILITY SERVICE CO., INC.
 AND
 CITY OF TROY

WATER TANK MAINTENANCE – 750,000 GALLON-PEDISPHERE- EHS TANK

1. **Effective Date.** The Effective Date for this Scope of Work No. 2 ("SOW2") shall be _____, 20_____.
2. **Term.** The Owner agrees to engage the Company to provide the professional service needed to maintain its 750,000-gallon water storage tank located at 2010 Stanfield Road, Troy, OH 45373 (hereinafter "tank"). The SOW2 shall commence on the Effective Date and shall continue in full force and effect for one year ("Contract Year 1"). This SOW2 will automatically renew for eleven (11) successive one-year terms ("Contract Years") unless terminated as set forth in Section 9 of the Master Services Agreement.
3. **Company's Responsibilities.** This SOW2 outlines the Company's responsibility for the care and maintenance of the above described water storage tank. Care and maintenance include the following:
 - A. The Company will inspect and service the tank. The tank and tower will be thoroughly inspected to ensure that the structure is in sound, watertight condition.
 - B. During the washout/inspection, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. After cleaning is completed, the interior 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. A written report will be mailed to the Owner after each inspection.
 - C. The Company will provide emergency services and repairs when needed. Reasonable travel time must be allowed for the repair unit to reach the tank site.
 - D. 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.
 - E. The Company will provide period replacement and/or repair of the access tube roof gasket as needed, with replacement scheduled in Contract Year 8.
 - F. The Company will furnish current certificates of insurance coverage to the Owner.
 - G. The exterior surfaces will be pressure washed in Contract Year 5 and 10.
4. This is a 12-year term contract. The tank shall receive visual inspections in Contract Years 1,3,4,6,7,9, 10 and 12. The tank shall receive washout inspections in Contract Years 2,5,8 and 11. The access tube roof gasket will be replaced in Contract Year 8. The tank shall receive an exterior pressure wash in Contract Years 5 and 10. The annual fees for each year of the Contract shall be \$9,999.00 per Contract Year. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this SOW2.

Page 1 of 4

9. **Visual Inspection Disclaimer.** This SOW2 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 for repairs, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company renegotiate 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 in areas not accessible to maintain, damage to the roof of the tank which is not clearly visible during the visual inspection, etc.).

10. **Warranty.** COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTIES AND ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR PARTICULAR OR SPECIAL PURPOSES.

The SOW2 is executed and effective as of the date last signed by the parties below.

OWNER: _____
 City of Troy

COMPANY: _____
 Utility Service Co., Inc.

By: _____
 Name: _____
 Title: _____
 Date: _____

Page 3 of 4

5. **Payment Terms.** Owner shall be invoiced for all annual fees, plus all applicable taxes, on a quarterly basis. Furthermore, if the Owner elects to terminate this contract prior to remitting the twelve (12) annual fees, the balance for work completed as defined in the attached Exhibit A – Cancellation Fee Schedule, shall be due and payable within thirty (30) days of the Company's receipt of the Owner's Notice to Terminate.
6. **Structure of Tank.** The Company is accepting this tank under program based upon its existing structure and components. Any modifications to the tank, including antenna installations, shall be approved by Utility Service Co., Inc., prior to installation and may warrant an increase in the annual fee.
7. **Environmental, Health, Safety, or Labor Requirements.** The Owner hereby agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site, which cause an increase in the cost of tank maintenance will be just cause for modification of this SOW2. Said modification of this SOW2 will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

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 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.
8. **Excluded Items.** This Contract does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tank at anytime during the term of the Contract; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (6) negligent acts of Owner's employees, agents or contractors; (7) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (8) repairs to the foundation of the tank; (9) any responsibilities or services except as set forth in Sections 1 and 2; or (10) 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 terrorism include, but are not limited to, any damage to the tank or tank site which results from unauthorized entry of any kind to the tank site or tank; (11) exterior or interior paint work.

Page 2 of 4

EXHIBIT A

Cancellation Fee Schedule

| Year | 1 | 2 | 3 | 4 | 5 |
|----------|-----|-----|-----|-----|-------|
| EHS Tank | \$0 | \$0 | \$0 | \$0 | \$659 |

| Year | 6 | 7 | 8 | 9 | 10 |
|----------|-----|-----|-----|-----|---------|
| EHS Tank | \$0 | \$0 | \$0 | \$0 | \$7,098 |

| Year | 11 |
|----------|---------|
| EHS Tank | \$5,962 |

Page 4 of 4

1st 3-2
2nd 3-30

ORDINANCE No. 0-13-2020

Dayton Legal Blank, Inc.

ORDINANCE DECLARING MUNICIPALLY OWNED REAL PROPERTY AS NO LONGER NEEDED FOR MUNICIPAL PURPOSES AND AUTHORIZING THE SALE OF SUCH EXCESS PROPERTY

WHEREAS, the Board of Park Commissioners of the City of Troy, Ohio has identified a parcel of real property within Archer Park that is no longer needed for municipal purposes, and recommended that said parcel be declared surplus and sold; and

WHEREAS, state law requires that such land be sold after advertisement and to the highest bidder,

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Troy, Ohio as follows:

SECTION I: That the Director of Public Service and Safety of the City of Troy, Ohio is authorized to advertise for bids and enter into any required contract for the sale of the 0.1221 acres of real property listed on Exhibit "A" attached hereto and made a part hereof, which property is found to be no longer needed for any municipal purpose, in accordance with state law and the specifications now on file.

SECTION II: That the Director of Public Service and Safety is hereby authorized to execute any documents necessary for the sale and transfer of the property listed on Exhibit "A", including a deed.

SECTION III: That the Director of Law is hereby authorized to prepare any deeds and documents to complete the sale and transfer of the property listed on Exhibit "A".

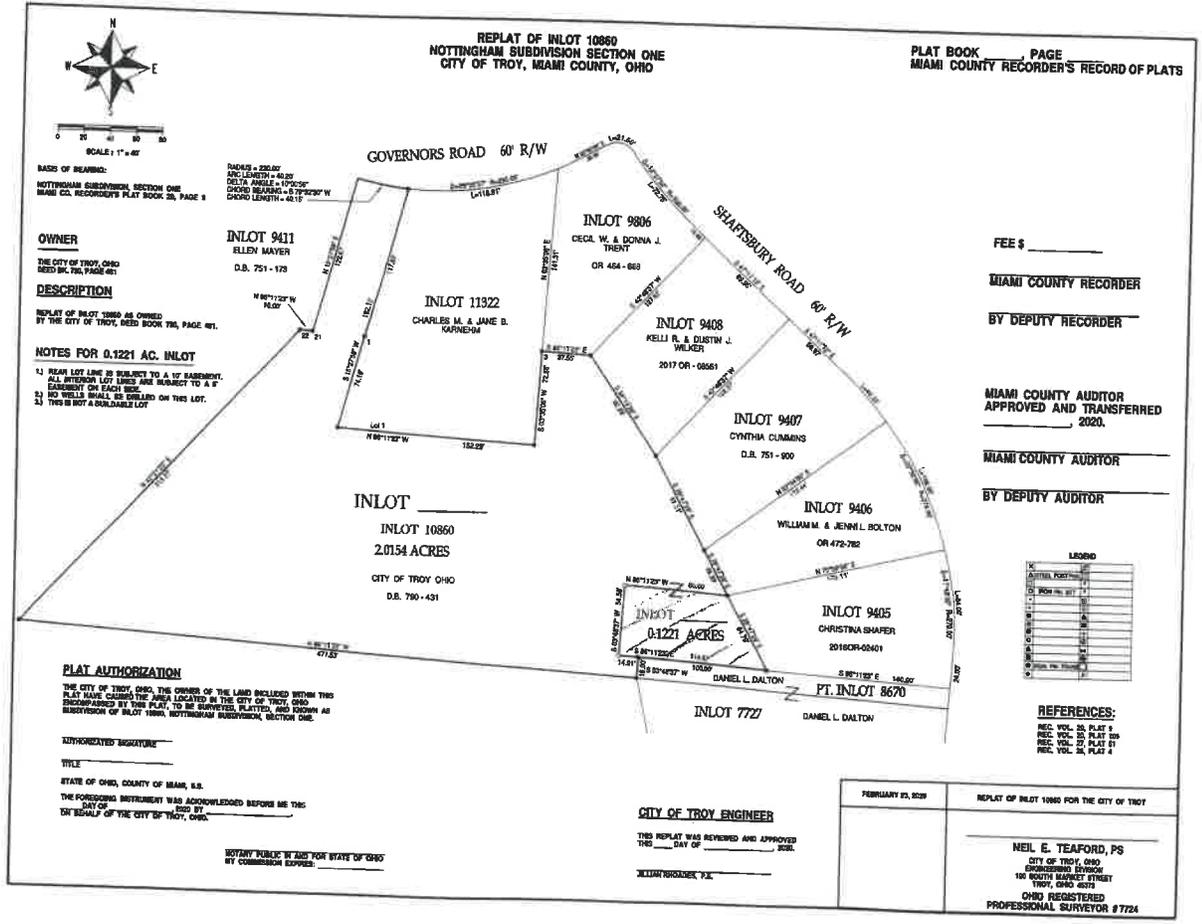
SECTION IV: That this Ordinance shall be effective at the earliest date allowed by law.

Adopted: _____
President of Council

Approved: _____

Attest: _____
Clerk of Council Mayor

EXHIBIT A



ITEMS OF INTEREST

TO: Mayor Oda
Mr. Lutz, President of Council
Council Members

FROM: Patrick E. J. Titterington, City Director



DATE: April 17, 2020

We are providing the following for your information:

- **Recreation Updates:** Recreation Director Ken Siler has provided the following:
 - Rescheduled dates for Rend Collective (August 13) and Travis Tritt (August 30)
 - Processing refunds for ticket orders for Rend Collective and Travis Tritt that couldn't make the reschedule dates
 - Staff is working on upgrading the ticketing system to a new system and training accordingly
 - Preparing contracts for summer ice and fall events
 - Working on offers for Fall 2020 and 1st Quarter 2021 events
 - Delayed recreation program registrations until May 4 to see if there are updates to the Stay at Home and Mass Gathering directives
 - Updating to a new registration system for the youth hockey program. The system is ready for registrations to begin on May 4, depending on any updates to the Stay at Home and Mass Gathering directives.
 - Completed repairs to the slides at the Troy Aquatic Park
 - Continuing to prepare the aquatic park for opening in hopes to open on time or for a modified schedule

- **Contract Awards:**
 - Two bids were received for the WWTP Parkson Screen #2 Repairs \$109,700 to \$150,000. Council authorized \$150,000 for the project. The contract was awarded to Doll Layman, LTD. the lowest and best bidder, in the amount of \$109,700.
 - One bid was received for the 2020 Paving Program, which includes the annual road paving program and sections of the recreational trail. Council authorized \$1,025,000 for this project. The contract has been awarded to the only bidder, John R. Jurgensen Company, in the amount of \$1,022,311.73.

- **Employment Information:**
 - Nathan Wise was appointed as a new Police Officer on April 6.
 - Nikki Reese was appointed to the Management Analyst I position in the Development Department effective April 13.

- The annual Arbor Day Ceremony held by the City Beautification Committee has been postponed until further notice.

Upcoming Events in Downtown Troy

May 1 5:30 pm Troy Main Street First Friday Virtual Event – Shop Local

Calendar of Meetings

| | | | |
|----------|---------|---------------------------------------|------------------------------|
| April 20 | 7:00 pm | Council | Remote Meeting via Zoom |
| April 22 | 3:30 pm | Planning Commission | Remote Meeting via Zoom |
| April 27 | 6:00 pm | Council Committee and Work Session | Remote Meeting via Zoom |
| May 4 | 7:00 pm | Council | City Hall – Council Chambers |
| May 5 | 4:00 pm | Park Board | City Hall – Council Chambers |
| May 11 | 6:00 pm | Council Committee and Work Session | City Hall – Council Chambers |
| May 13 | 3:30 pm | Planning Commission | City Hall – Council Chambers |
| May 18 | 7:00 pm | Council | City Hall – Council Chambers |
| May 20 | 4:00 pm | Recreation Board | Hobart Arena |
| May 26 | 6:00 pm | Council Committee and Work Session | City Hall – Council Chambers |
| May 27 | 3:30 pm | Planning Commission | City Hall – Council Chambers |

Reports from other departments are attached.

If you have any questions, please do not hesitate to contact this office.

Enclosure

cc: Department Head



**Operations
Items of Interest
April 17, 2020**

Street/Solid Waste – Jerry Mullins, Foreman

- Collected and transported 650 tons of residential trash since the last report of 230 tons
- Handled 13 trash complaints and four recycling complaints
- Collected yard waste bags and bundled brush
- Trained employees on the use of Mobile 311 work order system
- Conducted CDL training for one Park Department employee and one Water Treatment Plant employee
- Finished repairs to the salt barn and took delivery of 900 tons of salt. We will have over 1,100 tons to start the 2020 winter season.
- The asphalt plant has opened for the season so staff has slowly started to make street repairs while working under the social distancing guidelines
- Worked on installing replacement signs in zone two of the fifteen-year total sign replacement program
- Assessed alley pavement conditions to develop a maintenance plan
- Inspected guard rails within the City and making a list of needed repairs

Electrical – Brian Ferree, Foreman

- Completed Ohio Utilities Protection Service requests as needed
- Repaired several fluorescent lights at the Maintenance Facility
- Repaired a tree outlet downtown
- Wired-up a storm water pump at Race Drive lift station
- Repaired several lights at City Hall
- Rewired West Main Street and Elm Street traffic controller to flash all-red during abnormal events to help improve safety
- Repaired a light at Treasure Island
- Removed an overhead traffic sign at the St. Rt. 718 and South Dorset Road intersection that was no longer needed

Water Distribution/Sewer Maintenance – Tom Parsons, Foreman

- Marked numerous Ohio Utilities Protection Service tickets
- Worked on numerous work orders for Billing and Collection
- Investigated numerous high consumption alerts
- Made shut downs for water line project for Sturm Construction, Inc. and shut down for a hydrant to be removed at the new Texas Roadhouse location
- Collected bacteria samples and pressure tested new water lines for Sturm Construction, Inc.
- Inspected water pit for the new Texas Roadhouse restaurant
- Started connecting the yearly irrigation meters
- Shut water off at a residence on South Mulberry Street for repairs and then reconnected the service
- Replaced a grate in the alley in the Northeast Quadrant of the Public Square
- Shut water down for the new Family Abuse Shelter and inspected the sewer tap
- Repaired two water main breaks in Halifax Villas when a contractor hit the main line while boring
- Repaired broken hydrant flange in Halifax Villas
- Televised sewer lines on South Oxford Street
- Unclogged a catch basin on South Stanfield Road

- Replaced two catch basins on South Crawford Street
- Cut brush at Treasure Island Park

Wastewater Treatment Plant – Ken Parks

- The Wastewater Treatment Plant has not experienced any problems due to COVID-19. All staff members are healthy. So far, staff has continued to comply with all OEPA permit requirements.
- Request for Proposals for the blower replacement project have been received and are being reviewed by staff. This project includes replacing four blowers and in tank air distribution pipes that provide air to the Activated Sludge Tanks. The current blowers were placed into service in 1974 and are having significant maintenance issues. New blowers should also provide a savings of electrical power cost.

Water Treatment Plant – Jeff Monce

- For the month of March 2020, the WTP pumped a total of 105.327 million gallons (MG) to our distribution system and customers in West Milton, Ludlow Falls, and Miami County (avg. 3.398 MG/day). Even with the COVID-19 closings, total pumpage for March increased from 2019, with usage shifting slightly from high service areas to the low service residential zone. Total precipitation recorded at the WTP in March was 4.23". Respective totals for March in previous years are:

2019: 104.001 MG: 2.42"

2018: 103.464 MG: 3.56"

2017: 100.000 MG: 4.54"

2016: 107.337 MG: 4.68"

2015: 109.327 MG: 3.71"

2014: 107.337 MG: 2.12"

2013: 123.515 MG: 2.59"

2012: 135.779 MG: 1.92"

2011: 114.717 MG: 4.45"

2010: 118.240 MG: 4.09"

- A total of 10.1 million gallons were pumped to the Extra High Service pressure zone during the month of March, for an average daily consumption of .349 MG.
- Five bulk water haulers withdrew a total of 44,180 gallons during the month of March. Minor improvements to the plumbing for the bulk station will be done April 21.
- A vendor has graded the area around Well 17 and chemical cleaning of the well was completed this past week.
- Lime Corporation continues removal of softening sludge from the east lagoon. 1800 tons have been removed, half of the scheduled removal for 2020.

**Items of Interest
Engineering Department
April 17, 2020**

PROJ # PROJECT TITLE PROJECT STATUS

PUBLIC WORKS AND CITY FACILITY PROJECTS

| | | |
|---------------------|--|---|
| 2014-09 | McKaig Road Improvements Phase 4 | Project is being closed out. Funding reimbursement of \$800,000 from OPWC has been received. |
| 2015-10 | Troy Recreational Trail Resurfacing (PID 100778) | Project is being closed out. Funding reimbursement is being requested. |
| 2015-32 | State Route 41 Interconnect Phase 2 (PID 103488) | Phase 2 of the interconnect project will provide communication of signals at Marybill Drive and Dorset Road. Right-of-way acquisition is complete, and right-of-way is being certified by ODOT. |
| 2016-13 | Riverside Drive Phase 2 | This project encompasses Riverside Drive from the Cemetery Maintenance Building to Orchard Drive. Punch list items continue to be completed by the contractor so the project can be closed out. Funding reimbursement is being requested. |
| 2016-20 | Dam Removal Feasibility Study | FlatLand Resources, LLC of Muncie, IN was authorized to perform the feasibility study. FlatLand is coordinating with Arcadis to understand how a potential removal would effect the west wellfield. A final public meeting will be scheduled in spring 2020. The City along with Arcadis discussed with US EPA the affect of groundwater if the dam were removed. |
| 2018-10 | Harrison - Atlantic Street Project | The City received the CDBG grant for completion of the waterline in the Harrison and Atlantic Street neighborhood. Sturm Construction Inc. was awarded the project. Water main and service replacement is ongoing. |
| 2018-12 | West Main Street (SR 41) Corridor Improvements (PID 108662 and 110253) | Council authorized Strand Associates, Inc. to design improvements along West Main Street from Market Street (i.e. Public Square) to I-75. Both project phases have been awarded grant funding totaling \$5,508,383 and an additional \$860,000 for ODOT Urban Paving Program. Staff continues to work with DP&L to satisfy their requested upgrades and potential relocations. Utility coordination and design continues. Phase 1 Stage 2 plans and Phase 2 Stage 1 plans have been submitted to ODOT. Public meeting comments are being compiled and incorporated into design as applicable. |
| 2018-24 | ADA Transition Plan | To qualify for federal funding, a transition plan pertaining to ADA City facilities, including infrastructure improvements in the right-of-way (ROW) is required. Staff hired several interns to collect data in the ROW. LJB, Inc. assisted the City with creating a GIS collector app for data collection in the ROW and at City facilities. Staff has finalized the transition plan; the transition plan will be presented to Council. |
| 2019-02 | Fire Station 1 Replacement | KZF Design, Inc. of Cincinnati, Ohio was awarded the design for the new fire station. Design is progressing with site design, rezoning, demolition of the existing building, and interior building layout. |
| 2016-14; 2017-17 | Riverside Drive Phase 3 & 4 | Phase 3 will be from Orchard Drive through the Duke Park entrance; Phase 4 will be from the Duke Park entrance to the north property line of the park. Council authorized a design agreement with Choice One; the agreement is being signed. Design is progressing. |
| 2020-01 | Community Park/Adams St Bike Path | Bike path is paved and project is completed. |

**Items of Interest
Engineering Department
April 17, 2020**

| PROJ # | PROJECT TITLE | PROJECT STATUS |
|---------|---|--|
| 2020-02 | TI Harbor Dredging | Staff is beginning the permit process with the US Corp of Engineers (US COE), and has reached out to several contractors who perform similar to work to begin to put a scope of services together for a contractor to bid. Staff will be performing a pilot of a scuba diver technology to see how it works in the harbor. Staff is talking to consultants to complete the permit to the US COE. |
| 2019-25 | S Market St Signal Timing | Staff is working with ODOT and CMT, an ODOT prequalified consultant for this type of project, to proceed with safety grant funding to review the traffic signals along Market Street beginning at Water Street through Simpson Street. |
| 2019-27 | Madison Street Lift Station Pump Rehab | Staff is working to apply for CDBG Critical Infrastructure grant funding to assist with the costs of this repair/rehabilitation of the Madison Street Stormwater Lift Station. |
| 2019-23 | Traffic Signal - W Main Street and Kings Chapel Drive | Staff is working with Oaks Engineering, Inc. to design the signal and prepare construction drawings to bid later in 2020. An abbreviated safety study has been submitted to ODOT for funding. |
| 2019-24 | Drury Lane Storm Sewer Replacement | Staff utilizing Choice One Engineering has submitted a permit to CSX to replace a failing storm sewer under the CSX spur line at Drury Lane and Madison St. |

ANNUAL PROJECTS

| | |
|---|--|
| 2020 Paving Program | Paving Contract has been awarded to John R. Jurgensen Company of Springfield, Ohio. |
| Sidewalk Program 2018 (Phase 11) | This phase is the southeast side of the City, generally to the east of Phase 10. The remaining assessments will be placed on the property owners taxes beginning collection in 2021. Assessment cards are being completed in order to file the assessments with the Miami County Auditor's Office. |
| Sidewalk Program 2020 (Phase 12) and Towne Park Drive Sidewalks | The next phase continues to be the southeast side of the City and is generally to the east of Phase 11. This phase of the sidewalk repair is along E. Canal St. from S. Mulberry St. to Floral Ave., S. Clay St. between McClung St. and E. West St., S. Crawford St. between E. Canal St. and E. West St., and S. Union St. from E. Canal St. to E. Dakota St. Council will consider legislation on April 20 to authorize bidding of the Sidewalk Repair Project as well as Towne Park Drive sidewalks of developed properties. |

**Items of Interest
Engineering Department
April 17, 2020**

PROJ # PROJECT TITLE PROJECT STATUS

SUBDIVISION PROJECTS

| | | |
|---|--|--|
| 2019-04 | The Reserve at Washington | Section 1 was approved by Council and the escrow agreement was finalized. Construction has begun. |
| 2018-19 | Halifax Villas | Construction continues with the installation of the private streets. Housing has begun. The developer submitted a major change to the Planned Development regarding the southwest and northeast undeveloped land. Planning Commission and Council Committee recommended approval of the revised General Plan to Council. |
| 2018-25 2019-14 | Heritage at Troy Country Club Heritage Village at Troy Country Club | The Heritage and Heritage Village subdivisions have intermediate asphalt installed; home construction is ongoing. |
| 2017-21; 2018-22; 2019-13 | Fox Harbor | Contractor is working on punch list items in order to close out Section 4 and get the City's final acceptance. Sections 5 and 6 has intermediate asphalt installed; home construction is ongoing. |
| 2017-15; 2018-02 | Stonebridge Meadows | Sections 6 and 7 have intermediate asphalt installed. The contractor is repairing a couple of infrastructure deficiencies in Sections 6 and 7. Home construction is ongoing in Sections 6 and 7. |
| 2016-15; 2016-25; 2018-08; 2019-03 | Halifax | Contractor is working on punch list items in order to close out Sections 2 and 3 and get the City's final acceptance. Section 4 has intermediate asphalt being installed; home construction is ongoing. A preconstruction meeting for Section 5 is scheduled for construction to begin. |
| 2015-35; 2017-12 | Nottingham | Sections 9 and 10 escrow was released and entered into a one-year maintenance guarantee period. |
| 2016-01 | Edgewater | Section 8 escrow is being held during the one-year maintenance guarantee period. |
| 2007-19 | Pleasantview Estates | Section 3 is awaiting final course of asphalt. The Law Director is working the developer on the completion of this project with final course of asphalt. |
| 2000-50 | Oakmont | Section 5 is awaiting final punch list and final course of asphalt. Developer has paid Miami Valley Lighting for street lights and plans to get the punch list and asphalt completed to finish the plat. |
| 2018-07 | Villages of Concord | A revised preliminary plan has been approved by Planning Commission. |

MEMORANDUM

TO: Patrick E.J. Titterington, Director of Public Service and Safety

FROM: Tim Davis, Development Director

DATE: April 17, 2020

SUBJECT: *Items of Interest Report*

I have attached two reports which summarize concerns that are being addressed by the Economic Development Department from March 11, 2020 to April 13, 2020.

The first report shows all permit applications that were received. The permits have been separated by the wards they are located within. There were 59 permit applications received during this time period.

The second report contains the address, type of concern, and a summary of the current status of on-going property maintenance violations. Both open and closed concerns are listed. These concerns are separated by the wards of which they are located within. There were 45 violations addressed during this time period.

All costs associated with the removal of trash and elimination of noxious weeds will be invoiced to the property owner. Should the property owner fail to pay any invoice, the cost will be assessed to the property taxes where the violation occurred.

encl.

Permit Activity Report

March 11, 2020 - April 13, 2020

| Project Address | Ward | Permit Type | Description | Assigned To | Permit Date | Total Fees |
|-----------------------|------|------------------------------|--|---------------|-------------|------------|
| 506 Ohio Ave | 1 | Zoning-Accessory-Residential | Driveway Extension | Robert Watson | 4/6/2020 | \$25.00 |
| 823 Maplecrest Dr | 1 | Fence Permit | Fence | Robert Watson | 4/3/2020 | \$10.00 |
| 1748 Paradise Trail | 1 | Fence Permit | Fence | Robert Watson | 4/3/2020 | \$10.40 |
| 1053 Mayfield Dr | 1 | Zoning-Residential Addition | Walkway and patio | Robert Watson | 3/24/2020 | \$26.00 |
| 1234 Walton Ct | 1 | Zoning-Accessory-Residential | In-ground swimming pool | Robert Watson | 3/12/2020 | \$26.00 |
| 912 Crossbow Lane | 2 | Zoning-Residential Addition | Patio Slab | Robert Watson | 4/10/2020 | \$26.00 |
| 1112 S Mulberry St | 2 | Zoning-Accessory-Residential | Hot Tub | Robert Watson | 4/9/2020 | \$25.00 |
| 836 Atlantic Street | 2 | Zoning-Accessory-Residential | Storage Shed Addition | Robert Watson | 4/7/2020 | \$26.00 |
| 126 S. Plum St. | 2 | Fence Permit | Fence | Robert Watson | 4/6/2020 | \$10.40 |
| 883 Crossbow Ln | 2 | Zoning-Accessory-Residential | Patio and trash can pad | Robert Watson | 4/6/2020 | \$26.00 |
| 708 Sherwood DR. | 2 | Zoning-Accessory-Residential | Patio and trash can pad | Robert Watson | 4/6/2020 | \$26.00 |
| 704 Sherwood Dr | 2 | Zoning-Residential Addition | Adding permanent Roof over existing deck | Robert Watson | 4/5/2020 | \$26.00 |
| 712 Sherwood | 2 | Fence Permit | Aluminum Fence in back and side yard | Robert Watson | 4/2/2020 | \$10.40 |
| 681 Whitechurch Way | 2 | Zoning-Residential-New | Single Family Residence | Robert Watson | 4/2/2020 | \$94.29 |
| 708 Sherwood Dr | 2 | Fence Permit | Fence & Patio | Robert Watson | 4/1/2020 | \$26.00 |
| 11 N Market St | 2 | Tent Permit | Tent | Robert Watson | 3/31/2020 | \$0.00 |
| 1039 Sunrise Ln | 2 | Zoning-Residential-New | Single Family Residence | Robert Watson | 3/27/2020 | \$71.72 |
| 1035 Sunrise Ln | 2 | Zoning-Residential-New | Single Family Residence | Robert Watson | 3/27/2020 | \$70.45 |
| 1031 Sunrise Ln | 2 | Zoning-Residential-New | Single Family Residence | Robert Watson | 3/27/2020 | \$71.71 |
| 688 W Bentley Cr | 2 | Zoning-Residential-New | Single Family Residence | Robert Watson | 3/27/2020 | \$74.94 |
| 836 W Main St | 2 | Tent Permit | Tent | Robert Watson | 3/23/2020 | \$50.00 |
| 914 N Market Street | 2 | Change of Occupancy | Redberry - Occupancy | Robert Watson | 3/23/2020 | \$52.00 |
| 201 E Staunton Rd | 2 | Sign Permit-Permanent | Reface pole sign | Robert Watson | 3/23/2020 | \$66.24 |
| 110 Ash St | 2 | Tent Permit | Food Distribution to the community | Robert Watson | 3/20/2020 | \$52.00 |
| 46 Littlejohn Rd | 2 | Zoning-Accessory-Residential | Garage | Robert Watson | 3/18/2020 | \$25.00 |
| 467 Staunton Rd | 2 | Zoning-Accessory-Residential | Porch- Addition | Robert Watson | 3/17/2020 | \$25.00 |
| 546 Loxley Ln | 2 | Zoning-Residential-New | Single Family Residence | Robert Watson | 3/16/2020 | \$73.54 |
| 709 E Franklin St | 2 | Fence Permit | Fence | Robert Watson | 3/12/2020 | \$10.00 |
| 713 S. Mulberry St. | 3 | Fence Permit | Rear Privacy Fence | Robert Watson | 4/13/2020 | \$10.40 |
| 320 West Race St | 3 | Fence Permit | 6 ft privacy fence | Robert Watson | 4/9/2020 | \$10.40 |
| 1112 S Mulberry St | 3 | Zoning-Accessory-Residential | Patio | Robert Watson | 3/13/2020 | \$0.00 |
| 1112 S Mulberry St | 3 | Fence Permit | Fence | Robert Watson | 3/13/2020 | \$10.00 |
| 852 S Market St | 4 | Temporary Use Permit | Garden Center | Robert Watson | 4/10/2020 | \$50.00 |
| 2820 Huntington Drive | 4 | Zoning-Residential Addition | Driveway Extension | Robert Watson | 4/6/2020 | \$26.00 |
| 1440 Legacy Ct | 4 | Zoning-Residential-New | Single Family Residence | Robert Watson | 4/3/2020 | \$99.20 |
| 2408 Worthington Dr | 4 | Zoning-Accessory-Residential | Pool and Building | Robert Watson | 3/30/2020 | \$26.00 |
| 1611 Arlington Ave | 4 | Demolition Permit | Demolition | Robert Watson | 3/27/2020 | \$15.61 |

| | | | | | | |
|--------------------------|---|------------------------------|--------------------------------------|---------------|-----------|----------|
| 466 S. Dorset Rd. | 4 | Demolition Permit | Demolition | Robert Watson | 3/27/2020 | \$15.41 |
| 1361 Winchester Dr. | 4 | Fence Permit | 4' wood spaced picket fence | Robert Watson | 3/25/2020 | \$10.40 |
| 1605 Creekwood Dr | 4 | Zoning-Residential-New | Single Family Residence | Robert Watson | 3/19/2020 | \$103.63 |
| 1215 Barnhardt | 4 | Zoning-Commercial Addition | Warehouse Expantion | Robert Watson | 3/19/2020 | \$475.20 |
| 531 Robinson Way | 4 | Fence Permit | Proposed 4' fence with lock and gate | Robert Watson | 3/17/2020 | \$10.40 |
| 531 Robinson Way | 4 | Zoning-Accessory-Residential | 16' x 34' Inground Pool | Robert Watson | 3/17/2020 | \$26.00 |
| 258 Tetbury Road | 5 | Zoning-Accessory-Residential | Replace driveway | Robert Watson | 4/7/2020 | \$26.00 |
| 1430 Farnham Rd | 5 | Fence Permit | 6 ft wood fence | Robert Watson | 3/29/2020 | \$10.40 |
| 404 Crescent Dr | 5 | Sign Permit-Permanent | SIGN PERMIT | Robert Watson | 3/27/2020 | \$25.00 |
| 1314 W Main St | 5 | Change of Occupancy | Occupancy | Robert Watson | 3/23/2020 | \$0.00 |
| 1528 Chelsea Rd | 5 | Zoning-Accessory-Residential | Driveway Extension | Robert Watson | 3/23/2020 | \$25.00 |
| 3262 Heatherstone Dr | 6 | Zoning-Residential-New | Single Family Residence | Robert Watson | 4/9/2020 | \$90.75 |
| 1113 Red Maple Dr | 6 | Zoning-Residential-New | Single Family Residence | Robert Watson | 4/9/2020 | \$90.73 |
| 610 Rosecrest Dr | 6 | Zoning-Accessory-Residential | Swimming Pool & Fence | Robert Watson | 4/9/2020 | \$25.00 |
| 604 Foxtail Ct | 6 | Zoning-Accessory-Residential | 12' x 10' Shed | Robert Watson | 4/8/2020 | \$26.00 |
| 2409 Waterford Dr | 6 | Fence Permit | Fence | Robert Watson | 4/7/2020 | \$10.40 |
| 2720 Executive Dr | 6 | Zoning-Residential-New | Single Family Residence | Robert Watson | 4/1/2020 | \$70.56 |
| 99 Edward Ct | 6 | Zoning-Residential-New | Single Family Residence | Robert Watson | 4/1/2020 | \$73.89 |
| 2479 Foxchase Court East | 6 | Zoning-Accessory-Residential | Carport | Robert Watson | 3/31/2020 | \$26.00 |
| 2734 Executive Dr | 6 | Zoning-Residential Addition | Screened Porch - Addition | Robert Watson | 3/19/2020 | \$26.00 |
| 2262 Girard Lane East | 6 | Zoning-Accessory-Residential | Deck | Robert Watson | 3/16/2020 | \$26.00 |
| 2740 Douglas Dr | 6 | Zoning-Accessory-Residential | Sun Room - Addition | Robert Watson | 3/16/2020 | \$25.00 |

Violation Activity Summary

March 11, 2020 - April 13, 2020

| Case # | Case Date | Assigned To | Site Address | Ward | Type of Violation | Status | Description |
|----------|-----------|---------------|-------------------|------|----------------------|--------|---|
| 20200121 | 3/17/2020 | Robert Watson | 1308 IMPERIAL CT | 1 | TRASH & DEBRIS | Open | 3/17 RW, trash litter and other debris around the property. Sending Certificate, Follow Up 3/27 |
| 20200122 | 3/17/2020 | Robert Watson | 1320 IMPERIAL CT | 1 | TRASH & DEBRIS | Open | 3/17 RW, trash litter and other debris around the property. Sending Certificate, Follow Up 3/27 |
| 20200123 | 3/17/2020 | Robert Watson | 1330 IMPERIAL CT | 1 | TRASH & DEBRIS | Open | 3/17 RW, trash litter and other debris around the property. Sending Certificate, Follow Up 3/27 |
| 20200124 | 3/17/2020 | Robert Watson | 1338 IMPERIAL CT | 1 | TRASH & DEBRIS | Open | 3/17 RW, trash litter and other debris around the property. Sending Certificate, Follow Up 3/27 |
| 20200125 | 3/17/2020 | Robert Watson | 1348 IMPERIAL CT | 1 | TRASH & DEBRIS | Open | 3/17 RW, trash litter and other debris around the property. Sending Certificate, Follow Up 3/27 |
| 20200126 | 3/17/2020 | Robert Watson | 1353 IMPERIAL CT | 1 | TRASH & DEBRIS | Open | 3/17 RW, small litter in miscellaneous areas, will hold from sending letter to see if removed, site has been kept clean. |
| 20200152 | 4/8/2020 | Duane Puckett | 415 Harrison St | 2 | TRASH & DEBRIS | Open | 4-8-20 dp Trash and debris about the property, send both ways, follow up 4-14-20. |
| 20200153 | 4/8/2020 | Duane Puckett | 910 Atlantic St | 2 | TALL GRASS/WEEDS | Open | 4-8-20 dp Tall grass, certificate letter, follow up 4-15-20. |
| 20200154 | 4/8/2020 | Duane Puckett | 921 Washington St | 2 | TALL GRASS/WEEDS | Open | 4-8-20 dp Tall grass, have had to publish this in past years as the listed owners location is unknown, will follow up after publication. 4-11-20 dp Should publish 4-14-20, follow up 4-20-20. |
| 20200144 | 4/7/2020 | Duane Puckett | 34 Elm St N | 2 | PROPERTY MAINTENANCE | Open | 4-7-20 dp This location needs some wood repaired to the house, garage and shed and all need to be scraped and painted. Certificate letter, follow up 5-7-20. |
| 20200145 | 4/7/2020 | Duane Puckett | 808 Water St W | 2 | TRASH & DEBRIS | Open | 4-7-20 dp Trash and debris in the rear yard, certificate letter, follow up 4-14-20. |
| 20200141 | 4/3/2020 | Duane Puckett | 806 Atlantic St | 2 | PROPERTY MAINTENANCE | Open | 4-3-20 dp While inspecting another property, I noticed that a large limb has fallen onto the roof of the detached garage off the alley and done damage to the roof and fascia, certified letter to owner, follow up 5-7-20. |
| 20200136 | 3/25/2020 | Robert Watson | 914 N Market St | 2 | OVERSIZE PARKING | Closed | 3/25 RW, tractor trailer parking overnight on property. Has permission from Needlers. Truck is not related to business so must be removed and not allowed to park. GH talked with mgr via phone. I left business card on truck for driver. Follow Up 4/3. 3/27 RW, vehicle removed. Closed |
| 20200135 | 3/24/2020 | Robert Watson | 2 N MARKET ST | 2 | SIGN VIOLATION | Closed | 3/24 RW, For Sale sign still on the bldg, past the allowable time. Left v/m w/ sign company, awaiting return call. 3/25 RW, signs changed. Closed |
| 20200133 | 3/21/2020 | Duane Puckett | 901 Fountain St | 2 | TRASH & DEBRIS | Closed | 3-21-20 dp Complaint of trash and debris in the row, certificate to owner, none to tenant, tri-plex, not sure which tenant this belongs to, follow up 3-27-20. 4-2-20 dp Debris remains, send 48 hr letter, follow up 4-6-20. 4-7-20 dp Trash removed, close. |
| 20200129 | 3/18/2020 | Robert Watson | 1105 N MARKET ST | 2 | FENCE DISREPAIR | Closed | 3/18 RW, complaint about condition of fence since tornado. Sending certificate, follow up 4/24. 3/24 RW, exchanged email w owner. They removed broken portions and cleaned up, Closed. |
| 20200118 | 3/16/2020 | Robert Watson | 609 W FRANKLIN ST | 2 | TRASH & DEBRIS | Closed | 3/16 RW, in the area and noticed, boxes, trash and other items on the porch and backyard. Sending Certificate mail, Follow Up 3/27. 4/1 RW Cleaned by owner, Closed. |
| 20200119 | 3/16/2020 | Robert Watson | 528 W FRANKLIN ST | 2 | TRASH & DEBRIS | Open | 3/16 RW, trash, debris, cardboard, sending Certificate mail. Follow Up 3/27 |
| 20200120 | 3/16/2020 | Robert Watson | 516 W FRANKLIN ST | 2 | TRASH & DEBRIS | Closed | 3/16 RW, trash, and debris, calling owner, Follow Up 3/27. 3/30 RW, Cleaned by owner, Closed. |
| 20200160 | 4/11/2020 | Duane Puckett | 214 Oxford St S | 3 | TRASH & DEBRIS | Open | 4-11-20 dp Complaint of trash in front of property and indoor furniture on front porch. The furniture on the porch is not a violation although it does not look nice. The appliances that appear to be scrap junk however are a violation. Certificate letter to Owner with cc to tenants, follow up 4-17-20. |

| | | | | | | | |
|----------|-----------|---------------|--------------------|---|----------------------|--------|---|
| 20200159 | 4/9/2020 | Duane Puckett | 534 Walnut St S | 3 | OUTDOOR STORAGE | Open | 4-9-20 dp Complaint of scrap in rear yard. This appears to be an Outdoor Storage issue. This is a 2 family and I do not know who is storing these items. Certificate letter to owner, follow up 30 days. |
| 20200150 | 4/8/2020 | Duane Puckett | 904 E. Franklin St | 3 | PROPERTY MAINTENANCE | Open | 4-8-20 dp All wood surfaces need scraped and painted/protected from the elements, Certificate letter, follow up 5-12-20. |
| 20200151 | 4/8/2020 | Duane Puckett | 229 S Union St | 3 | PROPERTY MAINTENANCE | Open | 4-8-20 dp House wood surfaces need scraped and painted/protected from the elements, certificate letter, follow up 5-12-20. |
| 20200147 | 4/7/2020 | Duane Puckett | 960 Market St S | 3 | TRASH & DEBRIS | Open | 4-7-20 dp While inspecting the detached garage for PM, I noticed some trash in the yard on the west side of the garage, Certificate letter, follow up 4-14-20. |
| 20200148 | 4/7/2020 | Duane Puckett | 960 Market St S | 3 | PROPERTY MAINTENANCE | Open | 4-7-20 dp The detached garage needs scraped, painted and wood repaired/replaced, Certificate letter, follow up 5-7-20. |
| 20200149 | 4/7/2020 | Duane Puckett | 425 Franklin St E | 3 | TRASH & DEBRIS | Open | 4-7-20 dp Trash and debris along drive adjacent to detached garage, Certificate letter, follow up 4-14-20. |
| 20200139 | 4/2/2020 | Duane Puckett | 320 Franklin St E | 3 | TRASH & DEBRIS | Open | 4-2-20 dp Trash and debris about the property, vacant property. Certified to owner, follow up 4-8-20. 4-8-20 dp Green card back dated 4-4-20, follow up 4-13-20. |
| 20200134 | 3/21/2020 | Duane Puckett | 203 Mulberry St S | 3 | TRASH & DEBRIS | Closed | 3-21-20 dp Trash in ROW, appears as a move out, Send both ways to owner, no cc, multi tenant, Follow up 3-28-20. 4-2-20 dp Trash removed, close. |
| 20200130 | 3/19/2020 | Duane Puckett | 228 Morehead St | 3 | TRASH & DEBRIS | Closed | 3-19-20 dp Appears to be a move out, furniture in curb lawn and trash in the rear yard, certificate to owner, follow up 3-24-20. 4-2-20 dp Trash gone, close. |
| 20200131 | 3/19/2020 | Duane Puckett | 1018 Mulberry St S | 3 | TRASH & DEBRIS | Closed | 3-19-20 dp Neighbor complaint of trash in the curb lawn as well as on the rear porch and in the rear yard. This is a rental, certified letter to owner at with cc to tenant. This is on land contract, follow up 3-24-20. 4-2-20 dp Green card back dated 3-21-20, follow up 3-25-20. 4-2-20 dp Trash and debris removed, close. |
| 20200128 | 3/18/2020 | Robert Watson | 19 W RACE ST | 3 | TRASH & DEBRIS | Open | 3/27 RW, trash, litter, totes, cardboard and other misc debris around yard. Sending Certificate, Follow Up 3/27. 3/23 RW, owner called, stated they are being evicted, court pushed 30 days, but will try to get trash up. Follow Up 4/13 |
| 20200007 | 1/8/2020 | Duane Puckett | 305 S MULBERRY ST | 3 | FENCE | Closed | 3-17-20 dp Fence has been placed on the correct side of posts, close. |
| 20200157 | 4/9/2020 | Duane Puckett | 10 Elmwood Ave | 4 | TRASH & DEBRIS | Open | 4-9-20 dp Complaint of trash behind the house, found a small amount of debris, Certificate letter to owner with cc to tenant, follow up 4-16-20 |
| 20200158 | 4/9/2020 | Duane Puckett | 252 Vincent Ave | 4 | TRASH & DEBRIS | Open | 4-9-20 dp Trash along the west side of house, drive and rear of house, Certificate letter to owner with cc to tenant, follow up 4-16-20. |
| 20200146 | 4/7/2020 | Duane Puckett | 479 Mumford Dr | 4 | TALL GRASS/WEEDS | Open | 4-7-20 dp Tall grass, Certificate letter, follow up 4-16-20. |
| 20200142 | 4/3/2020 | Duane Puckett | 1510 Hawk Cir | 4 | TRASH & DEBRIS | Closed | 4-3-20 dp Trash out with the cans, this is an area the City does not do trash removal, Certificate letter to owner, follow up 4-8-20. 4-7-20 dp Trash and debris removed, close. |
| 20200143 | 4/3/2020 | Duane Puckett | 1520 Hawk Cir | 4 | TRASH & DEBRIS | Closed | 4-3-20 dp Trash and debris in the curb lawn, City does not remove trash from this location, Certificate letter to owner, follow up 4-8-20. 4-7-20 dp Trash and debris removed, close. |
| 20200132 | 3/19/2020 | Duane Puckett | 24 Vincent Ave | 4 | TRASH & DEBRIS | Closed | 3-19-20 dp Complaint of a boat in the yard and trash, boat moved to the drive but there is some trash and debris around the front and side of the garage, send certificate, follow up 3-24-20. 4-2-20 dp Trash removed, close. |
| 20200127 | 3/17/2020 | Duane Puckett | 404 N Elm St | 4 | TRASH & DEBRIS | Open | 3-17-20 dp Noticed on PM follow up an outdoor area in the rear has had a fire and the debris is there. Send Certified and Certificate, follow up 3-24-20. 4-2-20 dp Green card back dated 3-20-20, follow up 3-24-20. Robert had contact with this owner and they said they were trying to get this cleaned up, follow up 4-4-20. 4-4-20 dp Progress has been made, send residual remains and roofing debris remains as they continue the repairs, follow up 4-9-20. 4-9-20 dp Most of the debris is gone, there is some still needing removed. There is also a mess from the roofing going on. Send 48 hr follow up 4-14-20. |
| 20200155 | 4/8/2020 | Duane Puckett | 1578 Main St W | 5 | PROPERTY MAINTENANCE | Open | 4-8-20 dp Detached garage needs to be scraped/painted protected from the elements. Certificate letter, follow up 5-14-20. |
| 20200156 | 4/8/2020 | Duane Puckett | 1578 Main St W | 5 | TALL GRASS/WEEDS | Open | 4-8-20 dp Tall grass, certificate letter, follow up 4-15-20. |
| 20200140 | 4/2/2020 | Robert Watson | 2311 W MAIN ST | 6 | SIGN VIOLATION | Closed | 4/2 RW, Rapid Fire, has feather flag, out. Talked with shift mgr, and they'll remove. Other temp signs on property ok, given circumstances. 4/6 RW, removed by owner closed. |

| | | | | | | | |
|----------|-----------|---------------|-----------------|---|---------------------|--------|--|
| 20200138 | 4/1/2020 | Robert Watson | 74 TROY TOWN DR | 6 | NO OCCUPANCY PERMIT | Open | 4/1 RW, Article stating new tenant at this address. Contacting owner to get paperwork filed. 4/6 RW, owner called and said application has been malle. Awaiting arrival. |
| 20200137 | 3/28/2020 | Robert Watson | 1920 W MAIN ST | 6 | SIGN VIOLATION | Closed | 3/28 RW, called in on Saturday to talk with Panera Bread about couple balloons and 2 feather flags. Asked Shift mgr to remove by End of day with a follow up 3/30. 3/30 RW, feather flags removed. |
| 20200117 | 3/16/2020 | Robert Watson | 1860 W MAIN ST | 6 | SIGN VIOLATION | Closed | 3/16 RW, Banner on wall, no permit. Talked to associate, gave business card, stated a permit is needed or to remove banner. Follow Up 3/20. 3/18 RW, removed by tenant. Closed. |

March 2020

TROY FIRE DEPARTMENT

1528 North Market Street Troy, OH 45373

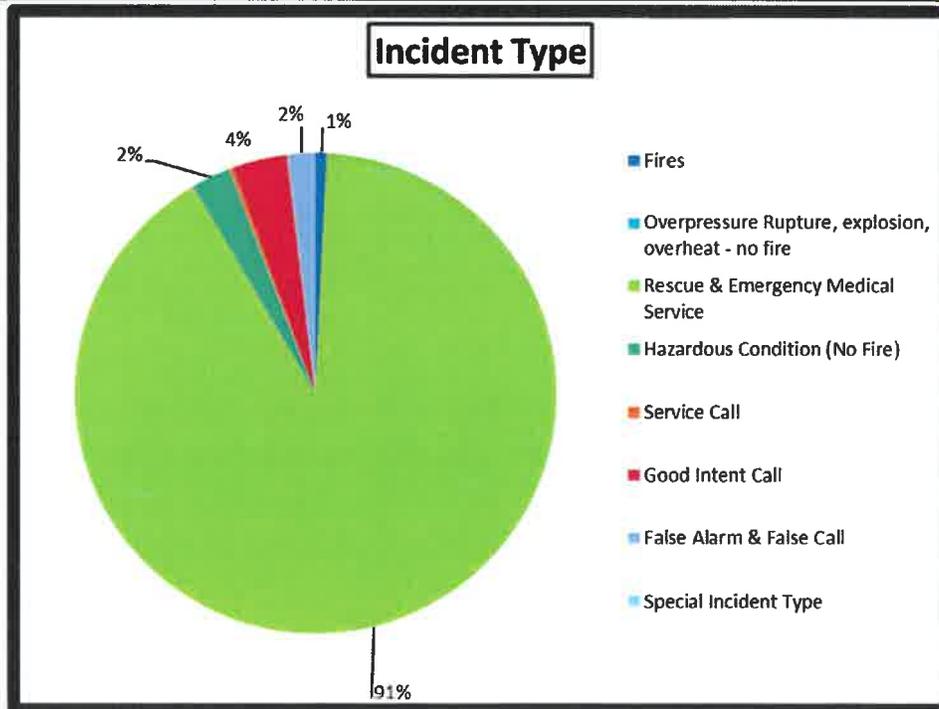
We are proud to serve our citizens and provide these statistics for the month of March for your review.

"Exceeding the Expectations of Our Community"



Monthly Incident Report

| Incident Type | Troy | Concord | Staunton | Lost Creek | Mutual Aid | Total | Incident % |
|---|------------|-----------|-----------|------------|------------|------------|-------------|
| Fires | 2 | 1 | 0 | 0 | 0 | 3 | 1% |
| Overpressure Rupture, explosion, overheat - no fire | 0 | 0 | 0 | 0 | 0 | 0 | 0% |
| Rescue & Emergency Medical Service | 288 | 34 | 13 | 2 | 3 | 340 | 90% |
| Hazardous Condition (No Fire) | 7 | 2 | 1 | 0 | 0 | 10 | 3% |
| Service Call | 1 | 0 | 0 | 0 | 0 | 1 | 0% |
| Good Intent Call | 7 | 5 | 1 | 0 | 1 | 14 | 4% |
| False Alarm & False Call | 4 | 3 | 0 | 0 | 0 | 7 | 2% |
| Special Incident Type | 0 | 0 | 0 | 0 | 0 | 0 | 0% |
| Totals | 309 | 45 | 15 | 2 | 4 | 375 | 100% |



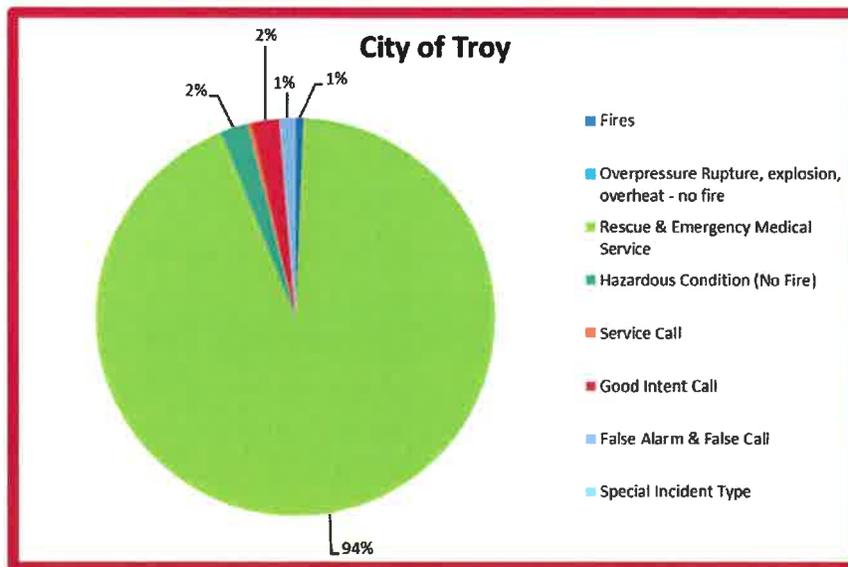
Monthly EMS Response Report

| Unit | Troy | Concord | Staunton | Lost Creek | Mutual Aid | Totals |
|---------------|------------|-----------|-----------|------------|------------|------------|
| Medic-1 | 108 | 11 | 3 | 0 | 3 | 125 |
| Medic-2 | 77 | 11 | 9 | 1 | 1 | 99 |
| Medic-3 | 96 | 10 | 1 | 1 | 0 | 108 |
| Medic-4 | 3 | 0 | 0 | 0 | 0 | 3 |
| Totals | 284 | 32 | 13 | 2 | 4 | 335 |

Monthly Fire Response Report

| Unit | Troy | Concord | Staunton | Lost Creek | Mutual Aid | Totals |
|---------------|-----------|-----------|----------|------------|------------|------------|
| Engine-1 | 63 | 19 | 4 | 0 | 0 | 86 |
| Engine-2 | 4 | 1 | 2 | 0 | 0 | 7 |
| Engine-3 | 11 | 4 | 0 | 0 | 0 | 15 |
| Tanker-1 | 0 | 0 | 0 | 0 | 0 | 0 |
| Tower-1 | 0 | 0 | 0 | 0 | 0 | 0 |
| Grass-1 | 0 | 1 | 0 | 0 | 0 | 1 |
| Truck-8 | 8 | 2 | 0 | 0 | 0 | 10 |
| Totals | 86 | 27 | 6 | 0 | 0 | 119 |

| City of Troy | # Incidents | % of Total |
|---|-------------|-------------|
| Fires | 2 | 1% |
| Overpressure Rupture, explosion, overhear - no fire | 0 | 0% |
| Rescue & Emergency Medical Service | 288 | 94% |
| Hazardous Condition (No Fire) | 7 | 2% |
| Service Call | 1 | 0% |
| Good Intent Call | 7 | 2% |
| False Alarm & False Call | 4 | 1% |
| Special Incident Type | 0 | 0% |
| Totals | 309 | 100% |



Trip Count by Destination Facility

Date IS BETWEEN 03/01/2020 AND 03/31/2020

| | <u>ALS</u> | <u>Total</u> |
|------------------|------------|--------------|
| <No Facility> | 63 | 63 |
| DAYTON CHILDRENS | 1 | 1 |
| KHN KETTERING | 1 | 1 |
| KHN Troy | 151 | 151 |
| UVMC | 122 | 122 |
| Total | 338 | 338 |

Community Outreach and Prevention Division

Community outreach is essential to the safety of our citizens.

The Community Outreach and Prevention Division are proud to present our monthly statistics for your review.

"Keeping our Community Safe!"



| <u>Community Outreach</u> | March 2020 |
|----------------------------------|-------------------|
| General Inspections | 24 |
| Re-Inspections | 8 |
| Plan Reviews | 2 |
| Fire Prevention Permits | 5 |
| Fire Investigations | 0 |
| Public Education Events | 17 |
| Attendance @ PE Events | 713 |

Law Enforcement Activity Report
03/01/2020 TO 03/31/2020

Ordinance Cases Filed

| Criminal | |
|---------------------------------|----|
| Miami County Health Board | 2 |
| Piqua Police Department | 5 |
| Tipp City Police Department | 5 |
| Troy Police Department | 23 |
| West Milton Police Department | 1 |
| | 36 |
| Traffic | |
| Covington Police Department | 9 |
| Huber Heights Police Department | 1 |
| Piqua Police Department | 37 |
| Tipp City Police Department | 6 |
| Troy Police Department | 40 |
| | 93 |

State Cases Filed

| Criminal | |
|-------------------------------------|------------|
| Bradford/Sheriff | 1 |
| Covington Police Department | 6 |
| Department of Taxation | 4 |
| Miami County Animal Shelter | 4 |
| Ohio State Patrol | 8 |
| Personal | 4 |
| Piqua Police Department | 66 |
| Sheriff's Department - Miami County | 47 |
| Tipp City Police Department | 25 |
| Troy Police Department | 107 |
| West Milton Police Department | 9 |
| | 281 |
| Traffic | |
| Bethel/Sheriff | 12 |
| Bradford/Sheriff | 1 |
| Covington Police Department | 7 |
| Ohio State Patrol | 225 |
| Piqua Police Department | 42 |
| Pleasant Hill / Sheriff | 2 |
| Sheriff's Department - Miami County | 89 |
| Tipp City Police Department | 18 |
| Troy Police Department | 71 |
| West Milton Police Department | 4 |
| | 471 |
| Grand Total: | 881 |

TROY POLICE DEPARTMENT

Monthly Report to Council

Feb-20

| | Previous Month | Present Month |
|--------------------------|----------------|---------------|
| Traffic Citations Issued | 163 | 177 |
| Misdemeanor Arrest | 94 | 128 |
| Felony Arrest | 31 | 40 |
| Number of Calls | 2013 | 1697 |

| Traffic Crashes | | | |
|-----------------|----|--------|----|
| Non-Injury | 33 | Injury | 13 |
| | | Fatal | 0 |

| Parking | | | |
|--------------------------|---------|------|------------|
| Type | Written | Paid | Amount |
| Other Parking Violations | 124 | 105 | \$2,920.00 |

| Vehicle Information | | |
|---------------------|--------------|----------------|
| Miles Driven | Gas Consumed | Average M.P.G. |
| Patrol Cars | 20777 | 1970.8 |
| Un-marked Vehicles | 5037 | 332.9 |
| Total | 25814 | 2303.7 |
| | | 11.2 |

TROY POLICE DEPARTMENT
ACCIDENTS AND ANALYSIS
Feb-20

CRASH RELATED TO

| MOTOR VEHICLE | TOTAL |
|--------------------------|--------------|
| Alcohol-Related | 0 |
| Bicycle-Related | 0 |
| Buggy-Related | 3 |
| Commerical Related | 3 |
| Deer Related | 0 |
| Distracted-Related | 4 |
| Drug-Related | 1 |
| Failure To Yield Related | 11 |
| Mature Related 55older | 20 |
| Motorcycle-Related | 1 |
| OVI-Related | 1 |
| Pedestrian-Related | 0 |
| Ran Red Light/Stop Sign | 1 |
| School Bus-Related | 2 |
| Speed Related | 2 |
| Teen Related 15-19 YO | 13 |
| Unbelted Related | 7 |
| Work Zone-Related | 0 |
| Youth Related 15 -24 YO | 17 |
| TOTAL | 83 |

SEVERITY OF ACCIDENT

| OCCUPANT INJURIES | TOTAL |
|--------------------------|--------------|
| Minor Injury | 8 |
| Injury Possible | 5 |
| Property Damage Only | 33 |
| TOTAL | 46 |

DAYS OF WEEK

| Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday |
|---------------|----------------|------------------|-----------------|---------------|-----------------|---------------|
| 7 | 5 | 9 | 8 | 8 | 4 | 5 |

TIME OF DAY

| Crashes By Hour | % |
|------------------------|----------|
| 12-12:59 AM | 4.3 |
| 1 - 1:59 AM | |
| 2 - 2:59 AM | |
| 3 - 3:59 AM | |
| 4 - 4:59 AM | |
| 5 - 5:59 AM | 4.3 |
| 6 - 6:59 AM | |
| 7 - 7:59 AM | 10.9 |
| 8 - 8:59AM | 8.7 |
| 9 - 9:59 AM | 2.2 |
| 10 - 10:59 AM | 4.3 |
| 11 - 11:59 AM | 2.2 |

| Crashes By Hour | % |
|------------------------|----------|
| 12-12:59 PM | 10.9 |
| 1 - 1:59 PM | 8.7 |
| 2 - 2:59 PM | 6.5 |
| 3 - 3:59 PM | 13 |
| 4 - 4:59 PM | 13 |
| 5 - 5:59 PM | 2.2 |
| 6 - 6:59 PM | 4.3 |
| 7 - 7:59 PM | |
| 8 - 8:59PM | |
| 9 - 9:59 PM | 4.3 |
| 10 - 10:59 PM | |
| 11 - 11:59 PM | |

