

**A G E N D A**  
**PIQUA CITY COMMISSION**  
**TUESDAY, SEPTEMBER 2, 2008**  
**7:30 P.M.**  
**201 WEST WATER STREET**  
**PIQUA, OHIO 45356**

**6:30 P.M. – TOUR OF THE FORT PIQUA PLAZA**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**Presentation of Proclamation- Southview Neighborhood Association**

**Presentation of Proclamation - Green Leaf Garden Club**

**Presentation – Mr. Rob Stanford, Parks & Recreation Coordinator (Fall Programs)**

**Presentation – Mr. Harry Bumgarner, Mr. Tim Echemann – Economic Development Update**

**Residence Pride Awards – September 2008:**

- *Tim & Nancy Hatcher*                      *740-746 N. Wayne Street*
- *Bill & Janice Blackburn*                *830 – 830 ½ Park Avenue*
- *Mr. & Mrs. Harry Christy*                *663 South Street*
- *Dick Lumpkin's Auto Body, Inc*            *150 R.M. Davis Parkway*  
    *(Richard Lumpkin-Owner)*
- *Ms. Lucille Karns*                         *305 Staunton Street*

**PIQUA HEALTH BOARD**

1.     **APPROVAL OF MINUTES**                Approval of the minutes from the February 4, 2008 Piqua Health Board
  
2.     **RES. NO. H-297**                         A Resolution authorizing an agreement between the Ohio Department of Health and the Piqua City Health Department for smoking enforcement activities

**ADJOURN**

## REGULAR CITY COMMISSION MEETING

1. APPROVAL OF MINUTES Approval of the minutes from the August 18, 2008 Regular City Commission Meeting
2. ORD. NO. 23-08  
2<sup>nd</sup> Reading An Ordinance to levy special assessments to pay for the cost of nuisance abatement assessments
3. RES. NO. R-92-08  
Tabled 8-18-08 A Resolution awarding a contract for the Great Miami River Trail Project
4. RES. NO. R-94-08 A Resolution of intent to vacate public right-of-way
5. RES. NO. R-95-08 A Resolution of Appreciation for the public service of Douglas Stahl as a City Employee
6. RES. NO. R-96-08 A Resolution authorizing the naming of a public space in honor of William M. McCulloch
7. RES. NO. R-97-08 A Resolution establishing "Trick or Treat/Beggars' Night" in the City of Piqua
8. RES. NO. R-98-08 A Resolution awarding a contract for the roof replacement for the Forest Hill Cemetery Mausoleum

### OTHER:

- Monthly Reports – July 2008

### ADJOURN

PIQUA CITY COMMISSION  
HEALTH BOARD  
FEBRUARY 4, 2008  
7:30 P.M.  
201 W. WATER STREET  
PIQUA, OHIO 45356

**APPROVAL OF MINUTES**

Moved by Commissioner Fess, seconded by Commissioner Vogt, that the minutes of the January 7, 2008 Piqua Health Board Meeting be approved. Voice vote, Aye: Terry, Martin, Vogt, Hudson, and Fess. Nay: None. Motion carried unanimously.

**RES. NO. H-296**

A Resolution modifying certain fees for service and repealing Resolution No. H-294

Commissioner Martin asked when the last increase was in fees.

City Manager Enderle stated it has been a couple of years since the fees were increased.

Commissioner Fess asked if the fees were in line with other counties around us.

Health & Sanitation Director Amy Welker explained how the fees are set.

Moved by Commissioner Terry, seconded by Commissioner Vogt, that Resolution No. H-296 be adopted. Voice vote, Aye: Hudson, Fess, Martin, Vogt and Terry. Nay: None. Motion carried unanimously. Mayor Hudson then declared Resolution H-296 adopted.

Moved by Commissioner Vogt, seconded by Commissioner Terry, to adjourn from the Piqua Health Board at 7:35 P.M. Voice vote, Aye: Hudson, Terry, Vogt, Martin, and Fess. Nay: None. Motion carried unanimously.

\_\_\_\_\_  
THOMAS D. HUDSON, PRESIDENT

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
REBECCA J. COOL  
CLERK OF COMMISSION

RESOLUTION NO. H-297

**A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN  
THE OHIO DEPARTMENT OF HEALTH AND THE PIQUA CITY  
HEALTH DEPARTMENT FOR SMOKING ENFORCEMENT  
ACTIVITIES**

WHEREAS, beginning in May of 2006 the Piqua City Health Department has been involved in the enforcement of Chapter 3794 of the Ohio Revised Code relating to smoking regulations; and

WHEREAS, the Ohio Department of Health has authorized \$630,000 to assist local health departments in the enforcement relating to smoking regulations; and

WHEREAS, funds will distributed based on the number of enforcement activities conducted by each local health department; and

WHEREAS, the Piqua City Health Department expects to receive approximately \$1,330 for enforcement activities upon signing of the Memorandum of Agreement by and between the Ohio Department of Health and Piqua City Health Department attached hereto as Exhibit "A"; and

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

SEC. 1: The Piqua Board of Health hereby authorizes the Health Commissioner to enter into the agreement between the Ohio Department of Health and the Piqua City Health Department for smoking enforcement activities.

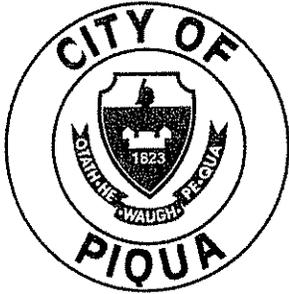
SEC 2 : This Resolution shall take effect and be in force from and after the earliest period allowed by law.

\_\_\_\_\_  
THOMAS D. HUDSON, PRESIDENT

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_

REBECCA J. COOL  
CLERK TO HEALTH COMMISSIONER



## HEALTH DEPARTMENT

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201 West Water Street • Piqua, Ohio 45356  
(937) 778-2060 • FAX (937) 778-0050

### MEMORANDUM

To: Frederick Enderle, Health Commissioner  
From: Amy Welker, Director of Health & Sanitation AW  
Date: August 27, 2008  
Re: **Board of Health legislation for agreement between the Ohio Department of Health and the Piqua City Health Department for smoking enforcement activities.**

Since May 2006, the Piqua City Health Department has been involved in the enforcement of Chapter 3794 of the Ohio Revised Code relating to smoking regulations. The Ohio Department of Health has authorized \$630,000 to assist local health departments in these enforcement activities. The funds will be distributed based on the number of enforcement activities conducted by each local health department. To date, the department has investigated 40 complaints regarding violations of the smoking regulations.

The Piqua City Health Department is scheduled to receive approximately \$1,330 for enforcement activities upon the signing of the Memorandum of Agreement (attached).

The agreement will need to be supported by the Board of Health and submitted to the Ohio Department of Health by September 17, 2008.

If you have any questions regarding this matter, please let me know.

**<Local Health District>  
<LHD Address>  
Implementation Plan**

<Local Health District> Board of Health has approved our district's continued participation in the Smoke Free Workplace Program. <LHD> plans to assure completion of the deliverables of the MOU with ODH regarding smoking enforcement through the following methods:

1. <LHD> will assure adequate staffing to complete all investigations, opened by or assigned to our jurisdiction, within the timeframes specified in the MOU. The following positions will be working on smoking enforcement:  

|                  |                   |                         |
|------------------|-------------------|-------------------------|
| <Position title> | <individual name> | <approximate % of time> |
| <Position title> | <individual name> | <approximate % of time> |
2. <LHD> will assure all staff working in the smoking enforcement program are familiar with OAC 3701-52 and that they attend any applicable training necessary to maintain or update their knowledge of this rule.
3. <LDH> will assure all staff assigned to work on smoking enforcement have access to and know how to use the smoke free database application.
4. <LHD> will assure staff working on smoking enforcement maintain access to the smoke free database application or has notified ODH within 2 business days of any difficulties with access.
5. <LHD> will make timely submission of quarterly reports and will work with the contract manager to provide information necessary to assure timely reimbursement of funds for smoking enforcement.
6. <LHD> shall furnish its own support staff and services as necessary for the satisfactory performance of the work of the MOU.
7. <LHD> shall consult with the **ODH** contract manager as necessary to assure mutual understanding of the work to be performed and to assure its satisfactory completion.
8. <other identified barriers and how your LHD plans to address them>

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Health Commissioner or Board Members

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Date



# OHIO DEPARTMENT OF HEALTH

246 North High Street  
Columbus, Ohio 43215

614/466-3543  
www.odh.ohio.gov

Ted Strickland/Governor

Alvin D. Jackson, M.D./Director of Health

Frederick E Enderle  
Piqua City Health Department  
201 W Water Street  
Piqua, Ohio 45356

Dear: Frederick E Enderle:

Your department was designated in May, 2006, to conduct smoking enforcement activities on behalf of the Ohio Department of Health (ODH), in accordance with implementation of Chapter 3794 of the Revised Code.

ODH has authorized \$630,000 to assist local health departments in enforcement activities. Attached you will find a contract for your consideration. ODH is providing reimbursement of \$70 per appropriately completed investigation conducted during the second, third and fourth quarter of this state fiscal year (October 1, 2008-June 30, 2009).

ODH will not be able to cover the cost of all investigations with the funds available. Therefore, the contract allows for reimbursement for approximately 50% of the investigations completed by your jurisdiction during the last state fiscal year less a percentage of these funds paid upon signing of the contract and provision of your written implementation plan. This ceiling amount, as well as the amount to be paid for your written plan of implementation, is printed in your contract under Article III (A). ODH will continue to monitor expenditure of the funds and may, as is deemed appropriate, modify the contracted amount per investigation (upwards), in subsequent quarters, in order to assure the entire amount of funds available is distributed to local designees.

These funds are in addition to the 90% of fines you may already, by Administrative Code, be receiving from enforcement in your jurisdiction.

**Your signature is required on the last page of the agreement. In order to have contracts in place by October 1, 2008 (second quarter). Please sign and return the contract to our office no later than September 17, 2008 to:**

Mandy Burkett  
Bureau of Environmental Health  
Ohio Department of Health  
246 N High Street  
Columbus, Ohio 43215

If you have any questions regarding the agreement, please feel free to contact me at 614-644-7553.

Sincerely,

S. Amanda Burkett, MA  
Chief, Indoor Environments Section  
Bureau of Environmental Health

Enclosure

**MEMORANDUM OF AGREEMENT**  
**By and Between**  
**THE OHIO DEPARTMENT OF HEALTH**  
**and**  
**PIQUA CITY HEALTH DEPARTMENT**

**PREAMBLE**

The Ohio Department of Health (hereinafter referred to as "ODH"), whose address is 246 North High Street, Columbus, Ohio 43215, and the Piqua City Health Department (hereinafter referred to as the "Local Health Department" or "LHD"), whose address is 201 W Water Street, Piqua, OH 45356, hereby enter into this Agreement. For the purposes of this Agreement, the term "party" means ODH and the LHD respectively and "parties" means ODH and LHD collectively. ODH and the LHD, in consideration of the mutual promises expressed below and intending to be legally bound, agree to the following provisions.

**ARTICLE I**

**Scope of Work and Deliverables**

- A. As a designee of the Director of ODH, which designation is issued pursuant to Chapter 3794 of the Ohio Revised Code (O.R.C.), the LHD shall conduct investigations of smoking complaints according to the methods outlined below and shall use the funds transferred to it pursuant to this Agreement for activities related to Chapter 3794 of the O.R.C.:
1. As necessary, report to ODH's contract manager, Mandy Burkett, the Ohio Department of Health, 246 North High Street, Columbus, Ohio 43215 (Telephone Number (614) 466-1390; FAX Number (614) 466-4556; E-mail: [Mandy.Burkett@odh.ohio.gov](mailto:Mandy.Burkett@odh.ohio.gov)).
  2. Within fifteen business days of the execution of this Agreement, prepare and submit a plan to the ODH contract manager specifying the methodology the LHD will use to assure completion of the deliverables of this Agreement.
  3. Complete all investigations opened by or assigned to their jurisdiction. A completed investigation is defined as doing all of the following for each investigation opened by or assigned to the LHD:
    - a. Issuing a Notice of Report (NOR) to the establishment against which the complaint was made within seven (7) business days of the investigation being opened.
    - a. Using the Smoke Free Web Based Application developed by ODH for documentation and correspondence regarding investigations including the following actions:
      - i. Specify the name of the investigator(s);
      - ii. Enter actions that include the date(s) and time(s) of investigations;
      - iii. Complete entries for telephone and on-site investigations which include observations and findings of investigations;

- iv. Issue enforcement letters using the templates in the Smoke Free Web Based Application database set up by **ODH**;
  - b. Documenting, in the Smoke Free Web Based Application, reasonable attempts at enforcement in the investigational process including the following:
    - i. Effort to investigate at timeframes likely to observe violations;
    - ii. Consideration at each on-site investigation of signage, the presence of ashtrays and the act of smoking;
    - iii. Use of the preponderance of evidence standard during an investigation to determine whether smoking is occurring, including the observation of smoke, presence of smoking materials or presence of containers that are not traditionally defined as ashtrays being used or having been used for the deposit of cigarette or cigar ashes; and
    - iv. Evaluation of outdoor patio areas for compliance with Ohio Administrative Code (OAC) Sections 3701-52-01(M) and 3701-52-04(F).
  - c. Closing the investigation(s) with the issuance of a dismissal letter, notice of violation or a proposed civil fine letter within 50 days of the issuance of the NOR.
4. Submitting quarterly reports to **ODH** (within 30 days of the end of each quarter).
- B. The **LHD** shall furnish its own support staff and services as necessary for the satisfactory performance of the work described in **ARTICLE I, Section A**, above. Unless otherwise specified in this contract, **ODH** will not provide any staff, services, or material to the **LHD** for the purpose of assisting the **LHD** in the performance of this Agreement.
  - C. **ODH** may, from time to time as it deems appropriate, communicate specific instructions and requests to the **LHD** concerning the performance of the work described in this Agreement. Upon such notice and within ten (10) days after receipt of instructions, the **LHD** shall comply with such instructions and fulfill such requests to the satisfaction of **ODH**. It is expressly understood by the parties that these instructions and requests are for the sole purpose of ensuring satisfactory completion of the work described in this Agreement. They are not intended to amend or alter this Agreement or any part thereof. All such instructions and requests shall be communicated to the **LHD** by the **ODH** contract manager.
  - D. The **LHD** shall consult with the **ODH** contract manager as necessary to assure mutual understanding of the work to be performed and the satisfactory completion thereof.

## **ARTICLE II**

### **Time of Performance**

- A. Upon approval by the Director of **ODH** and, if required, the Controlling Board, this Agreement shall be in effect from October 1, 2008, or upon execution by both parties, whichever is later, through June 30, 2009, unless this contract is suspended or terminated pursuant to **ARTICLE X** prior to the termination date.

- B. It is expressly understood by both **ODH** and the **LHD** that this Agreement shall not be valid and enforceable until the Director of the Office of Budget and Management certifies, pursuant to section 126.07 of the O.R.C., that there is a balance in the appropriation not already encumbered to pay obligations resulting from this Agreement.
- C. The **LHD** shall neither perform work nor submit an invoice for payment for work performed under this Agreement for any time period prior to receipt of written notification from the **ODH** contract manager that the requirements of section 126.07 and, if applicable, section 127.16 of the O.R.C. have been met.
- D. The **LHD** shall neither perform work nor submit an invoice for payment for work performed under this Agreement for any time period after the termination date set forth in **ARTICLE II, Section A**, above.

**ARTICLE III**  
**Compensation for Services**

- A. In consideration of the services provided pursuant to **ARTICLE I** of this Agreement, **ODH** agrees to pay compensation in the amount of \$70.00 per completed investigation up to a cap of \$1120.00. **ODH** also agrees to pay the **LHD** \$210.00 upon the **LHD**'s submission of the plan required by **ARTICLE I, Section (A)(2)** of this Agreement. It is expressly understood by **ODH** and the **LHD** that the terms of this Agreement limit the total compensation for services, travel and miscellaneous expenses to a maximum of \$1330.00 for the period set forth in **ARTICLE II**. It is further expressly understood by **ODH** and the **LHD** that, pursuant to OAC Section 3701-52-07(G), the **LHD** shall continue to receive 90% of any penalties received by **ODH** for collections made as a result of the **LHD**'s enforcement actions. The **LHD** hereby waives the interest provisions of section 126.30 of the O.R.C.
- B. There shall be no separate reimbursement for travel and related expenses pursuant to this Agreement.
- C. Ten business days prior to the end of each quarter of the term of the Agreement, **ODH** will analyze the Smoke Free Web Based Application for each **LHD** to determine the number of investigations that are eligible for reimbursement as specified in **ARTICLE III, Section A** of this Agreement for the current quarter plus the last ten business days of the previous quarter, if applicable. Within seven business days after the close of each quarter, the **ODH** contract manager will provide a list of eligible investigations for that quarter to the **LHD**. The **LHD** will notify the **ODH** contract manager within five business days of receipt of the list of eligible investigations that the **LHD** concurs with the investigations on the list. The **LHD** shall notify the **ODH** contract manager of any investigations with payment disputes. **ODH** will be the final determiner of payment per investigation. The **ODH** contract manager will initiate a request for payment upon receipt of the **LHD**'s concurrence and submit it to **ODH** Accounts Payable. **ODH** Accounts Payable will reimburse the **LHD** within thirty (30) days of receiving the invoice from the **ODH** contract manager.
- D. Subject to the provisions of sections 126.07 and 131.33 of the O.R.C., which shall at all times govern this Agreement, **ODH** represents that:
  - 1. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
  - 2. It will use its best efforts to obtain the appropriation of any necessary funds during the term of this Agreement.

However, it is understood by the **LHD** that the availability of funds is contingent on appropriations made by the Ohio General Assembly and, if applicable, the federal funding source. If the Ohio General Assembly or the federal funding source fails at any time to continue funding **ODH** for the payments due hereunder, this Agreement is terminated as of the date funding expires without further obligation of **ODH** or the State of Ohio.

- E. **ODH** will not compensate the **LHD** for any work performed prior to receipt of written notification from the **ODH** contract manager that the requirements of section 126.07 and, if applicable, section 127.16 of the O.R.C. have been met as set forth in **ARTICLE II, Sections B and C**. **ODH** will not compensate the **LHD** for any work performed after the termination date set forth in **ARTICLE II, Section A**.

#### **ARTICLE IV** **Independent Contractor**

- A. No agency, employment, joint venture or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement. **ODH** is not liable for the workers' compensation or unemployment compensation payments required by Chapters 4123. and 4141. of the O.R.C., respectively. In addition, the **LHD** assumes responsibility for tax liabilities that result from compensation paid to the **LHD** by **ODH**. **ODH** will report any payment made under this Agreement to the Internal Revenue Service on Form 1099.
- B. The **LHD** certifies that all approvals, licenses or other qualifications necessary to conduct business in Ohio have been obtained and are operative. If at any time during the period set forth in **ARTICLE II, Section A** the **LHD** becomes disqualified from conducting business in Ohio, for whatever reason, the **LHD** shall immediately notify **ODH** of the disqualification.
- C. The **LHD** certifies that the **LHD** is not federally debarred from participating in government contracts funded by federal money as described in 2 Code of Federal Regulations (C.F.R.) §180.220. If at any time during the period set forth in **ARTICLE II, Section A** the **LHD** is federally debarred from participating in government contracts funded by federal money, for whatever reason, the **LHD** shall immediately notify **ODH** of the debarment.

#### **ARTICLE V** **Conflict of Interest and Ethics Laws**

- A. The **LHD** hereby covenants that neither the **LHD** nor any officer, member or employee of the **LHD** has any interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities under this Agreement.
- B. Neither the **LHD** nor any officer, member or employee of the **LHD** shall, prior to the completion of such work and payment for such work, acquire any interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of such work.
- C. The **LHD** shall not promise or give to any **ODH** employee anything of value that is of such a character as to manifest a substantial and improper influence upon the employee with respect to his or her duties. The **LHD** shall not solicit an **ODH** employee to violate any **ODH** rule or policy relating to the conduct of the parties or to violate sections 102.03, 102.04 or 2921.42 of the O.R.C.

- D. The **LHD** hereby covenants that the **LHD** and any officer, member or employee of the **LHD** are in compliance with section 102.04 of the O.R.C. and that if the **LHD** is required to file a statement pursuant to section 102.04(D)(2) of the O.R.C., such statement has been filed with the **ODH** General Counsel in addition to any other required filings.
- E. The **LHD** hereby certifies compliance with the executive agency lobbying requirements of sections 121.60 to 121.69 of the O.R.C.
- F. The **LHD** hereby certifies and affirms that, as applicable to the **LHD**, no party listed in Division (I) or (J) of section 3517.13 of the O.R.C. or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions in excess of \$1,000.00 to the Governor or to his campaign committees. If it is determined that the **LHD's** certification of this requirement is false or misleading, notwithstanding any criminal or civil liabilities imposed by law, the **LHD** shall return to **ODH** all monies paid to the **LHD** under this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.
- G. In accordance with the Governor's Executive Order 2007-01S, **LHD**, by signature on this Agreement, certifies:  
(1) **LHD** has reviewed and understands the Governor's Executive Order 2007-01S; (2) **LHD** has reviewed and understands the Ohio ethics and conflict of interest laws; and (3) **LHD** will take no action inconsistent with those laws and this Executive Order. The **LHD** understands that failure to comply with Executive Order 2007-01S, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

**ARTICLE VI**  
**Equal Employment Opportunity**

- A. In carrying out this Agreement, the **LHD** shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, disability, national origin, ancestry, veteran status, or any other factor specified in section 125.111 of the O.R.C., in the Civil Rights Act of 1964, as amended, or in section 504 of the Rehabilitation Act of 1973, as amended, and in any subsequent legislation pertaining to civil rights.
- B. The **LHD** shall incorporate the foregoing requirements of **ARTICLE VI**, Section A in all of its contracts for performance of any of the work prescribed herein, and shall require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

**ARTICLE VII**  
**Records, Documents and Information**

All records, documents, writings or other information produced or used by the **LHD** in the performance of this Agreement shall be treated according to the following terms:

- A. All **ODH** information which, under the laws of the State of Ohio, is classified as public or private, will be treated as such by **LHD**. Where there is a question as to whether information is public or private, **ODH** shall make the final determination. The **LHD** shall not use any information, systems, or records made available to it for any purpose other than to fulfill the duties specified herein. The **LHD** agrees to be bound by the same standards of

confidentiality that apply to the employees of **ODH** and the State of Ohio. The terms of this section shall be included in any subcontracts executed by the **LHD** for work under this Agreement.

- B. All proprietary information of the **LHD** shall be held to be strictly confidential by **ODH**. Proprietary information is information which, if made public, would put the **LHD** at a disadvantage in the market place and trade of which the **LHD** is a part. The **LHD** is responsible for notifying **ODH** of the nature of the information prior to its release to **ODH**. **ODH** reserves the right to require reasonable evidence of the **LHD**'s assertion of the proprietary nature of any information to be provided.
- C. All records relating to costs, work performed and supporting documentation for invoices submitted to **ODH** by the **LHD** shall be retained and made available by the **LHD** for audit by the State of Ohio (including, but not limited to, **ODH**, the Auditor of the State of Ohio, the Inspector General or duly authorized law enforcement officials) and agencies of the United States government for a minimum of three years after payment for work performed under this Agreement. If an audit, litigation, or other action is initiated during this time period, the **LHD** shall retain such records until the action is concluded and all issues resolved or the three years end, whichever is later.

#### ARTICLE VIII

##### Rights in Deliverables, Data and Copyrights

The Deliverables provided by the **LHD** under **ARTICLE I** and any item produced under this Agreement, including any documents, data, photographs and negatives, electronic reports, records, software, source code, or other media, shall become the property of **ODH** which shall have an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. The **LHD** shall not obtain copyright, patent, or other proprietary protection for the Deliverables. The **LHD** shall not include in any Deliverable any copyrighted matter, unless the copyright owner gives prior written approval to use such copyrighted matter.

#### ARTICLE IX

##### Disclosure of Personal Health Information

- A. **LHD** hereby agrees that the information provided or made available by **ODH** shall not be used or disclosed other than as permitted or required by the Agreement or as required by law. **LHD** will establish and maintain appropriate safeguards to prevent any use of disclosure of the information, other than as provided for by this contract [ref. 45 C.F.R. §164.504(e)(2)(ii)(A)(B)]. **LHD** shall immediately report to **ODH** any discovery of use or disclosure of information not provided for or allowed by the Agreement.
- B. **LHD** hereby agrees that anytime information is provided or made available to any subcontractor or agent, **LHD** must enter into a subcontract with the subcontractor or agent that contains the same terms, conditions, and restrictions on the use and disclosure of information as contained in this Agreement. **LHD** must obtain **ODH** approval prior to entering into such agreements. Further, **LHD** agrees to make available and provide right of access to an individual of their protected health information when that protected health information is obtained in the performance of **LHD**'s obligations under this Agreement.

**ARTICLE X**  
**Suspension and Termination**

- A. **ODH** or **LHD** may suspend or terminate this Agreement for any reason thirty (30) days after delivery of written notice to the **LHD**. **ODH** may suspend or terminate this Agreement immediately after delivery of written notice to the **LHD** if **ODH**:
1. Discovers any illegal conduct on the part of the **LHD**;
  2. Discovers a violation of **ARTICLE V** or **ARTICLE XV**; or
  3. Is subject to a loss of funding as set forth in **ARTICLE III, Section D**.
- B. The **LHD**, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities under this Agreement, suspend or terminate any subcontracts relating to such suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report, as of the date of receipt of notice of suspension or termination describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as **ODH** may require.
- C. In the event of suspension or termination under this Article, the **LHD** shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination or suspension, which shall be calculated by **ODH** based on the rate set forth in **ARTICLE III**, less any funds previously paid by or on behalf of **ODH**. In the case of services for which the **LHD** charges a flat rate, compensation shall be based on a reasonable percentage of the total services performed, as determined by **ODH**, less any funds previously paid by or on behalf of **ODH**. **ODH** shall not be liable for any further claims, and the claims submitted by the **LHD** shall not exceed the total amount of compensation allowed by this Agreement.

**ARTICLE XI**  
**Breach or Default**

- A. Upon breach or default by the **LHD** of any of the provisions, obligations or duties embodied in this Agreement, **ODH** may exercise all administrative, contractual, equitable or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and **ODH** retains the right to exercise all remedies hereinabove mentioned.
- B. If **ODH** or the **LHD** fails to perform an obligation or obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular failure so waived and shall not be deemed to waive other failures hereunder. Waiver by **ODH** shall not be effective unless it is in writing and signed by the **ODH** contract manager.

**ARTICLE XII**  
**Amendments**

This writing constitutes the entire agreement between the parties with respect to all matters herein. This Agreement may be amended only by a writing signed by both parties. However, it is agreed by the parties that any amendments to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing

written amendments. Any written amendments to this Agreement shall be prospective in nature. When a new or different term or condition is added, additional consideration is not necessary to bind the parties.

**ARTICLE XIII**  
**Limitation of Liability**

- A. Each party will be responsible for any liability, claim, loss, damage or expense arising from its negligent acts or omissions in connection with its performance of this Agreement, or its failure to comply with the terms of this Agreement, as determined by a court of competent jurisdiction.
- B. **ODH's** liability for damages, whether in contract or in tort, shall not exceed the total amount of compensation payable to the **LHD** under **ARTICLE III** or the amount of direct damages incurred by the **LHD**, whichever is less. The **LHD's** sole and exclusive remedies for **ODH's** failure to perform under the Agreement shall be as set forth in this article. In no event shall **ODH** be liable for any indirect or consequential damages, including loss of profit, even if **ODH** knew or should have known of the possibility of such damages.
- C. Neither party is responsible to the other party for nonperformance or delay in performance of the terms of the Agreement due to acts of God, wars, riots, strikes, or other causes beyond the control of the parties.

**ARTICLE XIV**  
**Assignment**

The **LHD** shall not assign any interest (including subcontracts) in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of **ODH**. Any such assignments or subcontracts shall be submitted for **ODH's** review 10 days prior to the desired effective date. Approval by **ODH** shall not be deemed to increase in any manner the total compensation provided for in this Agreement. Claims for compensation due or to become due the **LHD** from **ODH** under this Agreement may be assigned to a bank, trust company, or other financial institution without **ODH's** approval if notice of any such assignment is promptly furnished in writing to **ODH**.

**ARTICLE XV**  
**Drug Free Workplace**

The **LHD** shall comply with all applicable state and federal rules, regulations and statutes pertaining to a drug free workplace. The **LHD** shall make a good faith effort to ensure that all employees of the **LHD** do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way while working on state, county, or municipal property.

**ARTICLE XVI**  
**Good Standing**

**LHD** affirmatively represents and warrants to **ODH** that it is not subject to a finding for recovery under section 9.24 of the O.R.C., or that it has taken the appropriate remedial steps required under section 9.24 of the O.R.C. or otherwise qualifies under that section. **LHD** further affirmatively represents and warrants to **ODH** that it is not debarred or suspended from entering into state of Ohio contracts pursuant to section 125.25 of the O.R.C. and is not

subject to exclusion, disqualification or ineligibility as defined in 2 C.F.R. 180.110. **LHD** agrees that if this representation and warranty is deemed false, the Agreement will be void *ab initio* as between the parties to this Agreement, and any funds paid by **ODH** hereunder shall be immediately repaid to **ODH**, or an action for recovery may be immediately commenced by **ODH** for the recovery of said funds.

**ARTICLE XVII**  
**Construction**

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Ohio. Further, the Ohio courts shall have jurisdiction over the subject matter and the parties hereto in connection with disputes concerning validity and enforcement of this Agreement. Should any portion of this Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the enforceability of the balance of this Agreement shall not be affected thereby, provided that the absence of the unenforceable provision does not render the performance of the remainder of the Agreement impossible.

IN WITNESS WHEREOF, the parties, by signing below, indicate their agreement to the above.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Frederick E. Enderle, Health Commissioner  
Piqua City Health Department  
Vendor ID # 0000053009

\_\_\_\_\_  
Date

\_\_\_\_\_  
Alvin D. Jackson, M.D., Director  
Ohio Department of Health

**MINUTES  
PIQUA CITY COMMISSION  
MONDAY, AUGUST 18, 2008  
7:30 P.M.**

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

**PRESENTATION: Grow Piqua Now – Mr. Dan Ramer**

Mr. Ramer explained Grow Piqua Now and the development purpose. Mr. Ramer commended the City Commission on their efforts to put the five ordinances on the November ballot, and voiced Grow Piqua Now's support of the ordinances. A power point presentation by Mr. Ramer reviewed the five ordinances that are to be on the November ballot.

**PRESENTATION: Miami Conservancy District Activities – Mr. Hans Landefeld**

Mr. Landefeld gave a brief overview of the Public Education Campaign that is currently taking place regarding the flood zones.

**PRESENTATION: Rumpke Presentation – Mr. Kyle Aughe**

Mr. Aughe gave a brief update on recycling in the City of Piqua, citing there has been an increase in the number of participants. There is 58% participation in the recycling program in the City of Piqua, and that is really great, stated Mr. Aughe. Mr. Aughe further explained the various types of plastic that are acceptable and how to recognize them.

Commissioners raised several concerns over scavenging the aluminum cans before Rumpke arrives to pick them up. Commissioner Terry stated she is happy that they now accept all newspapers and ads. Mayor Hudson asked if the City Schools were recycling at this time. Amy Welker, Health and Sanitation Director explained what the City is doing to educate the students on recycling at home and at school, and also is working with school administration.

**REGULAR CITY COMMISSION MEETING**

**APPROVAL OF MINUTES**

Moved by Commissioner Terry, seconded by Commissioner Fess, that the Minutes of the August 4, 2008 Regular City Commission Meeting be approved. Voice vote, Aye: Terry, Vogt, Martin, Hudson, and Fess. Nay: None. Motion carried unanimously.

**ORD. NO. 23-08**

An Ordinance to levy special assessments to pay for the cost of nuisance abatement assessments

There was discussion concerning the amount of time given to the property owners to pay the assessment before going to the County Auditor's Office, and how the fees are collected.

**Public Comment**

No one came forward to speak for or against Ordinance No. 23-08.

Moved by Commissioner Vogt, seconded by Commissioner Terry, that Ordinance No. 23-08 be given a first reading.

**ORD. NO. 24-08**

An Emergency Ordinance to make supplemental appropriations for the City of Piqua, Ohio for the year 2008

Several questions were raised on who would choose the properties, how long would they have to sell properties, and if the money would be held in escrow for these properties.

City Manager Enderle explained the process, and stated the money would be held in escrow.

**Public Comment**

No one came forward to speak for or against Ordinance No. 24-08.

Moved by Commissioner Fess, seconded by Commissioner Terry, that the rule requiring Ordinance No. 24-08 be read fully and distinctly on three separate days be suspended. Voice Vote, Aye: Hudson, Terry, Martin, Vogt, and Fess. Nay: None. Motion carried unanimously.

Moved by Commissioner Fess, seconded by Commissioner Terry, that Ordinance No. 24-08 be adopted. Voice Vote, Aye: Terry, Martin, Fess, and Hudson. Nay: Vogt. Motion carried on a 4-1 vote.

**RES. NO. R-90-08**

A Resolution authorizing the City of Piqua to file an application to the State of Ohio, Department of Development to support an application for assistance under the Ohio Job Ready Sites Program

Commissioner Fess asked if the money would be used on one particular location or subdivided. Harry Bumgarner, Economic Development Director, stated it would be used for one location. Commissioner Terry asked if Resolution No. R-90-08 is passed would this project move forward. Mr. Bumgarner stated if the resolution does not pass, then the City of Piqua will not be considered for the funds. Commissioner Fess asked how many have applied for assistance and how many are to be awarded. Mr. Bumgarner stated he was not sure how many had applied and it depends on how site are evaluated. Commissioner Terry voiced her concern over using Road resurfacing funds for this project. City Manager Enderle explained the reason for using the street resurfacing funds. Commissioner Fess asked if we get the grant when would we purchase the properties. Mr. Bumgarner explained. Commissioner Vogt stated this would help in promoting our Economic Development. City Manager Enderle stated this investment would get a good return for the City of Piqua.

**Public Comment**

No one came forward to speak for or against Resolution No. R-90-08.

Moved by Commissioner Terry, seconded by Commissioner Vogt, that resolution No. R-90-08 be adopted. Roll Call, Aye: Martin, Terry, Hudson, Fess, and Vogt. Nay: None. Motion carried unanimously. Mayor Hudson then declared Resolution No. R-90-08 adopted.

**RES. NO. R-91-08**

A Resolution approving an application to the Dare grants program

Commissioner Terry stated she has heard good feedback from the schools and the parents on the DARE Program. Commissioner Fess stated she is a huge supporter of the DARE Program. Acting Police Chief Bruce Jamison explained the DARE Program.

**Public Comment**

No one came forward to speak for or against Resolution No. R-91-08.

Moved by Commissioner Fess, seconded by Commissioner Vogt, that Resolution No. R-91-08 be adopted. Voice vote, Aye: Hudson, Martin, Fess, Vogt, and Terry. Nay: None. Motion carried unanimously. Mayor Hudson then declared Resolution No. R-91-08 adopted.

**RES. NO. R-92-08**

A Resolution awarding a contract for the Great Miami River Trail Project

Public Comment

Jim Hiegel, Gordon Street, voiced his concern over MEB Associates, LLC the firm that was chosen for the Miami Recreational Trail Project.

Commissioners voiced their concerns over several items concerning MEB Associates, the money being spent on the Bike Path, the maintenance of the Bike Path, and the possibility of the Bike Path being flooded at times. City Manager Enderle stated this project has widespread county support, and the \$80,000 paid by the City will realize \$550,000.

Moved by Commissioner Martin, seconded by Commissioner Terry to table Resolution No. R-92-08 until the September 2, 2008 Piqua City Commission Meeting. Voice vote, Aye: Hudson, Martin, Fess, Terry, and Vogt. Nay: None. Motion carried unanimously to table Resolution No. R-92-08, until the September 2, 2008 Regular Piqua City Commission Meeting.

**RES. NO. R-93-08**

A resolution authorizing the renaming of the Hotel Fort Piqua to the "Fort Piqua Plaza"

Ruth Koon, Chairman of the Hotel Library Legacy Committee explained the criteria for the name. Lorna Swisher gave a brief overview of the 124 suggestions form citizens submitted for the name. Commissioner Terry asked if someone would explain how the word "Fort" was used previously. Jim Oda explained how the name of the Fort Piqua Hotel was established. Commissioner Vogt asked if the Library would still have the same name when they move into the new building. Mr. Oda stated no, the new name will be announced on October 20, 2008. Commissioner Fess stated she does not like the word Fort, but did like Piqua Plaza. Ms. Swisher stated some citizen's thought the name should not be changed because it is a recognizable landmark in the city. Commissioner Terry thanked Mrs. Koon and the committee for all their hard work. Commissioner Vogt stated he liked "Fort Piqua Plaza" name. Commissioner Fess stated she would like to see William McCulloch honored in some way around the public square. Larry Hamilton, Maplewood Drive, member of the Diversity Committee, gave background on Mr. McCulloch and all of his accomplishments. Mr. Oda stated they plan on erecting a State Historical Marker on the square in Mr. McCulloch's honor.

Public Comment

No One came forward to speak for or against Resolution No. R-93-08.

Moved by Commissioner Fess, seconded by Commissioner Vogt, that Resolution No. R-93-08 be adopted. Roll call, Aye: Terry, Hudson, Fess, Vogt, and Martin. Nay: None. Motion carried unanimously. Mayor Hudson then declared Resolution No. R-93-08 adopted.

Commissioner Vogt stated the new Community Center on Wood Street is really looking great.

Commissioner Fess stated she has received several calls and voiced her concern over the weekly newspapers being thrown in the driveways. City Manager Enderle explained what has been done previously to stop the newspapers from being thrown in the driveways. Commissioner Terry also voiced her opinion on the weekly newspapers appearing in the driveways. Commissioner Fess asked what the status is on the Hospital demolition project. Mr. Bumgarner explained what is being done at this time. The weeds at the hospital are also a problem stated Commissioner Fess.

Commissioner Fess voiced her concern over a letter that was emailed to the City Commissioners dated August 12, 2008, stating various issues from Chuck Starrett and the POINT Group. (See attached email copy)

Moved by Commissioner Fess, seconded by Commissioner Vogt, to have the letter put into the public record, and asked the City Manager to draft a letter in response to the specific questions or the proper person for us to review and go over so that we can respond to this. Voice vote, Aye: Martin, Fess, Hudson, Vogt, and Terry. Nay: None. Motion carried unanimously. Commissioner Fess reminded citizens that school begins on Wednesday.

Commissioner Terry congratulated Tom Westfall and the Music Warehouse on another wonderful performance, and thanked the many children, young adults and volunteers. Commissioner Terry also congratulated the Community Band on another great season. Commissioner Terry reminded citizens school will be starting this week and to watch out for children.

City Manager Enderle stated he would like to set up a Work Study Session for the purpose of developing a job profile for the Police Chief position.

Mayor Hudson stated he was walking by the old hospital around 9:00 p.m. and observed a bobcat moving bricks around creating a lot of noise, and asked if there was an ordinance against noise after a certain hour. Law Director Stacy Wall stated yes, that citizens should call the police to report anyone disturbing the peace, and this is covered under Section 132.31 Disturbing The Peace, in the Piqua Code.

Moved by Commissioner Vogt, seconded by Commissioner Martin, to adjourn from The Regular Piqua City Commission Meeting at 9:55 P.M. Voice vote, Aye; Hudson, Martin, Fess, Terry, and Vogt. Nay: None. Motion carried unanimously.

\_\_\_\_\_  
THOMAS D. HUDSON, MAYOR

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
REBECCA J. COOL  
CLERK OF COMMISSION

August 12, 2008

4244 W. Demming Rd.  
Piqua, Ohio 45356  
Phone 937-773-7132  
oray2@earthlink.net

Piqua City Commissioners  
201 W. Water St.  
Piqua, Ohio 45356

**RE: Legality of Using Tax Dollars to Compete with Private Enterprise**

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Dear Piqua City Commissioners:

As members of Property Owners Improving Neighborhoods Together (P.O.I.N.T.) and private investors in the City of Piqua and the business community, we have a viable interest in the city, its economics and potential. P.O.I.N.T. investors are concerned that the City of Piqua is using tax payer's dollars and competing in the open and free market of private enterprise in competition with our business community. We believe this practice undermines Piqua's economics, private businesses' success, employment activity, tax base and healthy community spirit.

As you know, we are in a depressed housing market and general economy. It is much cheaper to rent than to own your own home. In cities where yearly rents are less than 3% of the purchase price and mortgage rates are 6.5%, it costs more than twice as much to borrow money to buy a house than it does to rent the same dwelling. Total owner costs including taxes, maintenance and insurance are about 9%, which is three times the cost of renting. Currently, buying a house is a very bad deal for the buyer.

Nevertheless, the City of Piqua is currently purchasing properties and

razing structures for "green space" without concern for the loss of real estate tax base or loss of utilities, income etc. especially if the vacant land created doesn't have a zoning or building compliance use. This practice causes economic loss and generates no income for the city. Additionally, the City of Piqua is using tax payer's dollars to purchase private homes in order to bring the entire estate up to code for resale purposes. It has not been explained who will be doing the work or how the city will recoup its investment with public funds in a depressed housing market and depressed economy. Using public funds to bring dwellings up to code would be cost prohibitive to the average selling price of homes in those neighborhoods.

In other real estate ventures on behalf of the City of Piqua, the citizens are in need of an explanation concerning who will oversee and be responsible for the finances of the new library/hotel complex. Tax payers need to know how the complex will be maintained and if public money will be involved and what kind of return on investment to expect with the maintenance and operation costs of the facility, which will house both public and private businesses. The city's proposed budget should be made public before the opening of the structure.

Additionally, Piqua citizens need to see a published city budget for the new library/hotel complex. Residents, who may be asked to pay for part or all of its operation, need to know who is responsible for maintenance, costs and operations of the renovation project. Also, questions need to be answered concerning the placement of any banquet hall, restaurants or food services with liquor sales, within building or complex that is a partially state funded library complex.

Finally, we would like to know if you believe using public tax payer's funds and competing with private enterprise within our city is legal, ethical and beneficial to our current business environment. It is the private property owners, businessmen and women who generate a tax base for Piqua. Also, we would like to know if the City of Piqua intends to incorporate any other private business endeavors using tax payer's dollars, thereby, of putting the city in competition with any other private businesses in the community. As tax payers we believe the city has an obligation and responsibility to let its citizens know where our tax dollars will be used to compete against ourselves in private enterprise.

Thank you for your time and consideration. A speedy reply would be appreciated.

Sincerely,

A handwritten signature in cursive script that reads "Chuck Starrett". The signature is written in black ink and is positioned above the printed name.

Chuck Starrett, Director

for P.O.I.N.T. (Property Owners Improving Neighborhood Together)

---

Cc: Nancy H. Rogers, Attorney General of Ohio

Jennifer Brunner, Ohio Secretary of State

RECEIVED

**ORDINANCE NO. 23-08**

**AN ORDINANCE TO LEVY SPECIAL ASSESSMENTS  
TO PAY FOR THE COST OF NUISANCE ABATEMENT  
ASSESSMENTS**

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

SEC. 1: The assessment of the cost and expense of improving a certain lot, as herein set out, by nuisance abatement on said property, as reported to this Commission in Exhibit "A" attached hereto, are hereby adopted and confirmed, and that there be and is hereby levied and assessed upon the lot improved by the aforementioned nuisance abatement, the amount reported as aforesaid which assessment, together with the description of said lot is now on file in the office of the Clerk of this Commission and in the office of the Director of Finance and is not in excess of the special benefits to said property, and is not in excess of a statutory limitation.

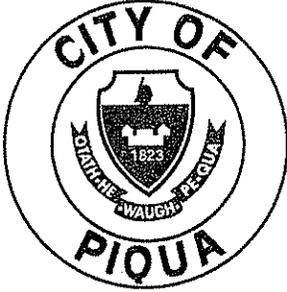
SEC. 2: The total assessment against said lot shall be payable in cash or at the option of the owner, in two equal semiannual installments. All cash payments of assessments and installments shall be made to the Director of Finance. All assessments and installments thereof remaining unpaid shall be certified by the Clerk of this Commission to the County Auditor, as provided by law, to be by him placed on the tax duplicate and collected as other taxes are collected. Said assessment shall include the cost of publishing and serving of any and all notices, ordinances and resolutions required.

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

\_\_\_\_\_  
THOMAS D. HUDSON, MAYOR

PASSED: \_\_\_\_\_  
2<sup>nd</sup> Reading

ATTEST: \_\_\_\_\_  
REBECCA J. COOL  
CLERK OF COMMISSION



## FINANCE DEPARTMENT

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Cynthia A. Holtzapple – Director of Finance  
201 West Water Street • Piqua, Ohio 45356  
(937) 778-2065 • FAX (937) 778-1130  
E-Mail: [choltzapple@piquaoh.org](mailto:choltzapple@piquaoh.org)

August 28, 2008

Mr. Fred Enderle,  
City Manager

Reference: Special Assessments for Nuisance Abatement and Weed Cutting

I am requesting this ordinance be placed on the agenda for the City Commission meeting of August 18, 2008. This is for authorization to certify the unpaid billings for property maintenance, property demolition, mowing, trimming or trash removal by the City to the County Auditor's office to be placed on the property tax duplicate. The total amount of \$24,554.65 will be assessed for collection in two installments during the year of 2009.

We have sent billings to the property owners and are accepting payments in the Finance office through August 29, 2008. Assessments must be to the County Auditor's Office by September 8, 2008; therefore, we are requesting this as the first reading with passage by City Commission on September 2, 2008.

If you need additional information, please let me know.

Sincerely,

Cynthia A. Holtzapple,  
Director of Finance

**2008 NUISANCE ABATEMENT ASSESSMENTS  
EXHIBIT "A"**

| INVOICE NO. | LOCATION            | LOT NO.     | PARCEL NO. | TYPE  | AMOUNT     | DUE        |            |
|-------------|---------------------|-------------|------------|-------|------------|------------|------------|
|             |                     |             |            |       |            | DEC 2008   | JUNE 2009  |
| 258-07      | 312 Fourth St.      | 3636        | N44043700  | Brush | \$300.00   | \$150.00   | \$150.00   |
| 119-08      | 217 E Main St.      | 3516        | N44042370  | Brush | \$525.00   | \$262.50   | \$262.50   |
| 264-07      | 705 Boal Ave.       | 2148        | N44029160  | Brush | \$95.00    | \$47.50    | \$47.50    |
| 213-07      | 818 Washington Ave. | 1723        | N44025600  | Brush | \$130.00   | \$65.00    | \$65.00    |
| 104-08      | 630 Wood St.        | 168         | N44023710  | Brush | \$60.00    | \$30.00    | \$30.00    |
| 117-08      | 311 Pinewood Ave.   | 5523        | N44061130  | Brush | \$375.00   | \$187.50   | \$187.50   |
| 246-07      | 228 Manning St.     | 2830        | N44035740  | Demo. | \$7,725.00 | \$3,862.50 | \$3,862.50 |
| 048-08      | 704 Washington Ave. | 2492        | N44032470  | Grass | \$130.00   | \$65.00    | \$65.00    |
| 084-08      | 704 Washington Ave. | 2492-2494   | N44032470  | Grass | \$77.50    | \$38.75    | \$38.75    |
| 113-08      | 704 Washington Ave. | 2492-2494   | N44032470  | Grass | \$68.75    | \$34.38    | \$34.38    |
| 096-08      | 227 E. Main St.     | 3518        | N44042390  | Grass | \$68.75    | \$34.38    | \$34.38    |
| 112-08      | 833 Camp St.        | 1675        | N44024990  | Grass | \$112.50   | \$56.25    | \$56.25    |
| 215-07      | 731-733 Young St.   | 2040        | N44028020  | Grass | \$130.00   | \$65.00    | \$65.00    |
| 044-08      | 1114 Broadway       | 1448        | N44022210  | Grass | \$77.50    | \$38.75    | \$38.75    |
| 212-07      | 614 Robinson Ave.   | 2652-2653   | N44034130  | Grass | \$130.00   | \$65.00    | \$65.00    |
| 208-07      | 1609 Amherst Ave.   | 6683        | N44072230  | Grass | \$60.00    | \$30.00    | \$30.00    |
| 058-08-2    | 420 Glenwood Ave.   | 5544        | N44061340  | Grass | \$95.00    | \$47.50    | \$47.50    |
| 109-08      | 723 Young St.       | 2043        | N44028050  | Grass | \$60.00    | \$30.00    | \$30.00    |
| 046-08      | 715 Willard St.     | 2425        | N44031910  | Grass | \$235.00   | \$117.50   | \$117.50   |
| 103-08      | 715 Willard St.     | 2425        | N44031910  | Grass | \$130.00   | \$65.00    | \$65.00    |
| 111-08      | 305 McKinley Ave.   | 5311 45     | N44059000  | Grass | \$60.00    | \$30.00    | \$30.00    |
| 234-07      | 212-214 W. Ash St.  | 84          | N44002220  | Grass | \$60.00    | \$30.00    | \$30.00    |
| 241-07      | 915 Park Ave.       | 1644        | N44024660  | Grass | \$95.00    | \$47.50    | \$47.50    |
| 101-08      | 1040 Caldwell St.   | 3957        | N44046280  | Grass | \$60.00    | \$30.00    | \$30.00    |
| 056-08      | 915 Park Ave.       | 1644        | N44024660  | Grass | \$60.00    | \$30.00    | \$30.00    |
| 102-08      | 915 Park Ave.       | 1644        | N44024660  | Grass | \$95.00    | \$47.50    | \$47.50    |
| 237-07      | 308 Glenwood Ave.   | 5505        | N44060950  | Grass | \$95.00    | \$47.50    | \$47.50    |
| 242-07      | 410 Pinewood Ave.   | 5756        | N44063360  | Grass | \$77.50    | \$38.75    | \$38.75    |
| 257-07      | 714 Cottage Ave.    | 2142        | N44029100  | Grass | \$77.50    | \$38.75    | \$38.75    |
| 238-07      | 730 Gordon St.      | 811         | N44013540  | Grass | \$77.50    | \$38.75    | \$38.75    |
| 018-08      | 410 Pinewood Ave.   | 5756        | N44063360  | Grass | \$68.75    | \$34.38    | \$34.38    |
| 016-08      | 209 Cedarbrook Dr.  | 5166        | N44057620  | Grass | \$77.50    | \$38.75    | \$38.75    |
| 072-08      | 209 Cedarbrook Dr.  | 5166        | N44057620  | Grass | \$60.00    | \$30.00    | \$30.00    |
| 087-08      | 902 N. Downing St.  | 1104        | N44018170  | Grass | \$60.00    | \$30.00    | \$30.00    |
| 250-07      | 212 Race St.        | 1034 & 3883 | N44017000  | Grass | \$60.00    | \$30.00    | \$30.00    |
| 053-08      | 212 Race St.        | 1034 & 3883 | N44017000  | Grass | \$60.00    | \$30.00    | \$30.00    |
| 062-08      | 328 McKinley Ave.   | 2740        | N44034860  | Grass | \$60.00    | \$30.00    | \$30.00    |

|                                  |          |                      |           |           |       |          |         |         |
|----------------------------------|----------|----------------------|-----------|-----------|-------|----------|---------|---------|
| Ralph Sullenberger               | 019-08   | 1001 Virginia St.    | 2720      | N44034660 | Grass | \$103.75 | \$51.88 | \$51.87 |
| Ralph Sullenberger               | 069-08   | 1001 Virginia St.    | 2720-2721 | N44034660 | Grass | \$77.50  | \$38.75 | \$38.75 |
| Premium Petroleum                | 211-07   | 5580 N. Cty. Rd. 25A | 8464      | N44078242 | Grass | \$60.00  | \$30.00 | \$30.00 |
| Piqua U.P. Church                | 220-07   | 3685 St. Rt. 185     | 7918      | N44077080 | Grass | \$182.50 | \$91.25 | \$91.25 |
| Piqua Paper Box Co.              | 110-08   | 616 Covington Ave.   | 19        | N44090340 | Grass | \$60.00  | \$30.00 | \$30.00 |
| Patricia Shroyer                 | 262-07   | 424 W. High St.      | 444-445   | N44008530 | Grass | \$77.50  | \$38.75 | \$38.75 |
| Monument Capital Real Estate Inc | 066-08   | 631 Second St.       | 4171      | N44048390 | Grass | \$60.00  | \$30.00 | \$30.00 |
| Mike & Ryan Havenar              | 239-07   | 707 Leonard St.      | 2443      | N44032100 | Grass | \$77.50  | \$38.75 | \$38.75 |
| Micheal Riley                    | 020-08   | 725 Fisk St.         | 2466      | N44032340 | Grass | \$130.00 | \$65.00 | \$65.00 |
| Mary Miller                      | 065-08   | 127 Morrow St.       | 2272      | N44030400 | Grass | \$95.00  | \$47.50 | \$47.50 |
| Mary Kindell                     | 038-08   | 427 McKinley Ave.    | 2614      | N44033620 | Grass | \$68.75  | \$34.38 | \$34.37 |
| Mary Kindell                     | 090-08   | 427 McKinley Ave.    | 2614      | N44033620 | Grass | \$77.50  | \$38.75 | \$38.75 |
| Mary Kindell                     | 070-08   | 513 Walnut St.       | 910       | N44015140 | Grass | \$60.00  | \$30.00 | \$30.00 |
| Mary Kindell                     | 106-08   | 513-515 Walnut St.   | 910       | N44015140 | Grass | \$60.00  | \$30.00 | \$30.00 |
| Mary Kindell                     | 218-07-2 | 610 Boone St.        | 623       | N44011110 | Grass | \$95.00  | \$47.50 | \$47.50 |
| Mary Kindell                     | 086-08   | 610 Boone St.        | 623       | N44011110 | Grass | \$95.00  | \$47.50 | \$47.50 |
| Mark Wooddell                    | 051-08   | 904 McKinley Ave.    | 6698      | N44072300 | Grass | \$182.50 | \$91.25 | \$91.25 |
| Mark Vondenberger                | 107-08   | 621 Gordon St.       | 7254      | N44073321 | Grass | \$60.00  | \$30.00 | \$30.00 |
| Mark Vondenberger                | 059-08   | 622 Gordon St.       | 7254      | N44073321 | Grass | \$60.00  | \$30.00 | \$30.00 |
| Marcus Stueve                    | 043-08   | 2907 Chinook Pass    | 8603      | N44078212 | Grass | \$77.50  | \$38.75 | \$38.75 |
| Larissa Reaves                   | 089-08   | 1007 Maple St.       | 4873      | N44055390 | Grass | \$60.00  | \$30.00 | \$30.00 |
| Kent & Theresa Newbright         | 233-07   | 603 Ann St.          | 1149      | N44019010 | Grass | \$60.00  | \$30.00 | \$30.00 |
| Jonathon Jacomet                 | 199-07   | 221 Gordon St.       | 836       | N44014040 | Grass | \$42.50  | \$21.25 | \$21.25 |
| John Probst                      | 114-08   | 633 S Downing St.    | 759       | N44013140 | Grass | \$60.00  | \$30.00 | \$30.00 |
| John Probst                      | 228-07   | 633 S Downing St.    | 759       | N44013140 | Grass | \$95.00  | \$47.50 | \$47.50 |
| John Probst                      | 023-08   | 633 S Downing St.    | 759       | N44013140 | Grass | \$77.50  | \$38.75 | \$38.75 |
| John Probst                      | 088-08   | 633 S Downing St.    | 759       | N44013140 | Grass | \$95.00  | \$47.50 | \$47.50 |
| John Myers                       | 098-08   | 119 W. North St.     | 152 & 135 | N44003620 | Grass | \$77.50  | \$38.75 | \$38.75 |
| Jennifer Murphy                  | 100-08   | 1508 Amesbury Ct.    | 7063      | N44073110 | Grass | \$112.50 | \$56.25 | \$56.25 |
| Jeffrey Peltier                  | 243-07   | 515 Wilson Ave.      | 2569      | N44033160 | Grass | \$60.00  | \$30.00 | \$30.00 |
| Jeffery Simmons                  | 115-08   | 418 First St.        | 4806      | N44054750 | Grass | \$95.00  | \$47.50 | \$47.50 |
| Jason Wellman                    | 085-08   | 838 W. Water St.     | 1332      | N44020740 | Grass | \$95.00  | \$47.50 | \$47.50 |
| James Griffin                    | 052-08   | 429 Miami St.        | 1465      | N44022390 | Grass | \$112.50 | \$56.25 | \$56.25 |
| Jack & Sarah Pleasant            | 240-07   | 331 McKinley Ave.    | 2620      | N44033680 | Grass | \$130.00 | \$65.00 | \$65.00 |
| HUD                              | 017-08   | 308 Glenwood Ave.    | 5505      | N44060950 | Grass | \$68.75  | \$34.38 | \$34.37 |
| HUD                              | 032-08   | 915 Candlewood Blvd. | 6317      | N44068880 | Grass | \$155.00 | \$77.50 | \$77.50 |
| HSBC Bank Nat'l Assoc as Trustee | 029-08   | 803 Candlewood Blvd. | 6224      | N44067950 | Grass | \$77.50  | \$38.75 | \$38.75 |
| Hope Chapel                      | 118-08   | 624 Broadway         | 264       | N44250450 | Grass | \$95.00  | \$47.50 | \$47.50 |
| Helen Sharpe                     | 067-08   | 1245 Severs Dr.      | 5988      | N44065610 | Grass | \$60.00  | \$30.00 | \$30.00 |
| Fred Hall                        | 205-07   | 1312 South St.       | 2603      | N44033500 | Grass | \$60.00  | \$30.00 | \$30.00 |
| Fred Hall                        | 259-07   | 1312 South St.       | 2603      | N44033500 | Grass | \$60.00  | \$30.00 | \$30.00 |
| Fred Hall                        | 094-08   | 1312 South St.       | 2603      | N44033500 | Grass | \$60.00  | \$30.00 | \$30.00 |
| Erna Bondurant & Brad Yount      | 252-07   | 212 Wood St.         | 3460-3461 | N44041950 | Grass | \$60.00  | \$30.00 | \$30.00 |
| Erna Bondurant                   | 099-08   | 134 S. Wayne St.     | 3461-3461 | N44041940 | Grass | \$60.00  | \$30.00 | \$30.00 |

|                                 |        |                        |           |           |        |          |         |         |
|---------------------------------|--------|------------------------|-----------|-----------|--------|----------|---------|---------|
| Deutsche Bank National Trust Co | 263-07 | 650 N. Downing St.     | 182-184   | N44004180 | Grass  | \$112.50 | \$56.25 | \$56.25 |
| Deutsche Bank National Trust Co | 025-08 | 650 N. Downing St.     | 182 & 183 | N44004180 | Grass  | \$130.00 | \$65.00 | \$65.00 |
| Denzil Sears                    | 235-07 | 917 Boone St.          | 445       | N44050980 | Grass  | \$60.00  | \$30.00 | \$30.00 |
| Delmar Crowell                  | 076-08 | 707 McKinley Ave.      | 3103      | N44038450 | Grass  | \$50.00  | \$25.00 | \$25.00 |
| Deborah Williams                | 097-08 | 705 Young St.          | 2085      | N44028510 | Grass  | \$68.75  | \$34.38 | \$34.37 |
| David Stewart                   | 211-07 | 311 Pinewood Ave.      | 5523      | N44061130 | Grass  | \$72.50  | \$36.25 | \$36.25 |
| David Stewart                   | 028-08 | 311 Pinewood Ave.      | 5523      | N44061130 | Grass  | \$60.00  | \$30.00 | \$30.00 |
| David Stewart                   | 091-08 | 311 Pinewood Ave.      | 5523      | N44061130 | Grass  | \$95.00  | \$47.50 | \$47.50 |
| David Evans                     | 036-08 | 700 W. Greene St.      | 1255      | N44019840 | Grass  | \$103.75 | \$51.88 | \$51.87 |
| David Evans                     | 073-08 | 700 W. Greene St.      | 1255      | N44019840 | Grass  | \$60.00  | \$30.00 | \$30.00 |
| Darryl Bernard                  | 021-08 | 608 Robinson Ave.      | 2652-2653 | N44034140 | Grass  | \$95.00  | \$47.50 | \$47.50 |
| Danielle Bianchi                | 040-08 | 317 Riverside Dr.      | 4426      | N44050720 | Grass  | \$60.00  | \$30.00 | \$30.00 |
| Daniel & Gladys Roth Trustee    | 261-07 | 703 Blaine Ave.        | 3060      | N44038010 | Grass  | \$60.00  | \$30.00 | \$30.00 |
| Dale Tiderington (Bank Owned)   | 082-08 | 1104 S. Roosevelt Ave. | 4025      | N44046940 | Grass  | \$95.00  | \$47.50 | \$47.50 |
| Dale Duil                       | 045-08 | 206 Cedarbrook Dr.     | 5178      | N44057735 | Grass  | \$77.50  | \$38.75 | \$38.75 |
| CSX Transportation, Inc.        | 079-08 | S. Roosevelt Ave.      | 4740      | N44999101 | Grass  | \$77.50  | \$38.75 | \$38.75 |
| Craig Walters Sr.               | 030-08 | 437 Kitt St.           | 2097      | N44028630 | Grass  | \$77.50  | \$38.75 | \$38.75 |
| Cindy Locker (Schmiesing)       | 093-08 | 123 South St.          | 575       | N44010410 | Grass  | \$130.00 | \$65.00 | \$65.00 |
| Cindy Locker (Bennett)          | 034-08 | 214 N. Roosevelt Ave.  | 1297      | N44020800 | Grass  | \$86.25  | \$43.13 | \$43.12 |
| Cindy Locker (Bennett)          | 033-08 | 217 N. Roosevelt Ave.  | 323       | N44006720 | Grass  | \$51.25  | \$25.63 | \$25.62 |
| Cindy Locker (Bennett)          | 092-08 | 217 N. Roosevelt Ave.  | 323       | N44006720 | Grass  | \$60.00  | \$30.00 | \$30.00 |
| Cindy Locker (Bennett)          | 035-08 | 406 W. High St.        | 340 & 341 | N44007050 | Grass  | \$86.25  | \$43.13 | \$43.12 |
| Cindy Locker                    | 080-08 | 214 N. Roosevelt Ave.  | 1297      | N44020280 | Grass  | \$77.50  | \$38.75 | \$38.75 |
| Cindy Locker                    | 074-08 | 406 W. High St.        | 340 & 341 | N44007050 | Grass  | \$77.50  | \$38.75 | \$38.75 |
| Church of Jesus                 | 223-07 | 426 Wood St.           | 585       | N44250562 | Grass  | \$60.00  | \$30.00 | \$30.00 |
| Carroll Dean Root               | 209-07 | 901 Brice Ave.         | 2925      | N44036650 | Grass  | \$60.00  | \$30.00 | \$30.00 |
| Carroll Dean Root               | 219-07 | 901 Brice Ave.         | 2925      | N44036650 | Grass  | \$95.00  | \$47.50 | \$47.50 |
| Carnes Investments              | 031-08 | 739 South St.          | 5278      | N44058700 | Grass  | \$60.00  | \$30.00 | \$30.00 |
| Buckeye Properties/R. Maher     | 003-08 | 205 E. North St.       | 111       | N44002790 | Grass  | \$50.00  | \$25.00 | \$25.00 |
| Bruce Landis                    | 061-08 | 520 Kitt St.           | 2292      | N44030600 | Grass  | \$95.00  | \$47.50 | \$47.50 |
| Bruce Landis                    | 108-08 | 520 Kitt St.           | 2292      | N44030600 | Grass  | \$112.50 | \$56.25 | \$56.25 |
| Brar Gursewak                   | 004-08 | 1241 E. Ash St.        | 6908      | N44072750 | Grass  | \$135.00 | \$67.50 | \$67.50 |
| Bradley Sterling                | 221-07 | 319 South St.          | 931       | N44015530 | Grass  | \$112.50 | \$56.25 | \$56.25 |
| Bradley Sterling                | 042-08 | 319 South St.          | 931       | N44015530 | Grass  | \$60.00  | \$30.00 | \$30.00 |
| Bennett & Christine Wray        | 095-08 | 1601 Clark Ave.        | 3127      | N44038640 | Grass  | \$138.75 | \$69.38 | \$69.37 |
| Beal Bank SSB                   | 037-08 | 915 Manier Ave.        | 3998      | N44046680 | Grass  | \$60.00  | \$30.00 | \$30.00 |
| Bank of New York                | 047-08 | 221 Harrison St.       | 1035      | N44017020 | Grass  | \$165.00 | \$82.50 | \$82.50 |
| Bank of New York                | 116-08 | 221 Harrison St.       | 1035      | N44017020 | Grass  | \$60.00  | \$30.00 | \$30.00 |
| Anthony Weidner                 | 105-08 | 209 Garmsey St.        | 738       | N44012840 | Grass  | \$68.75  | \$34.38 | \$34.37 |
| Adam Dobrzeński                 | 222-07 | 608 Virginia St.       | 4457      | N44051050 | Grass  | \$130.00 | \$65.00 | \$65.00 |
| Joshua Weber                    | 267-07 | 720 Vine St.           | 4364      | N44050170 | Maint. | \$35.00  | \$17.50 | \$17.50 |
| Jonathon Jacomet                | 049-08 | 221 Gordon St.         | 836       | N44014040 | Maint. | \$108.53 | \$54.27 | \$54.26 |
| John Thomas                     | 057-08 | 1215 Forest Ave.       | 1879      | N44026810 | Maint. | \$120.00 | \$60.00 | \$60.00 |
| John Probst                     | 071-08 | 633 S. Downing St.     | 759       | N44013140 | Maint. | \$66.93  | \$33.47 | \$33.46 |

|                                  |          |                        |             |           |        |            |            |            |
|----------------------------------|----------|------------------------|-------------|-----------|--------|------------|------------|------------|
| Jamie & Dana Carey               | 231-07   | 460 Wood St.           | 592         | N44010540 | Maint. | \$49.97    | \$24.99    | \$24.98    |
| Carroll Dean Root                | 265-07   | 901 Brice Ave.         | 2925        | N44036650 | Maint. | \$31.22    | \$15.61    | \$15.61    |
| Bobby Miller                     | 058-08   | 355 Riverside Dr.      | 524 & 525   | N44009740 | Maint. | \$120.00   | \$60.00    | \$60.00    |
| Beal Bank SSB                    | 256-07   | 915 Marier Ave.        | 3998        | N44046680 | Maint. | \$2,328.00 | \$1,164.00 | \$1,164.00 |
| Winifred Maher                   | 078-08   | 115 W. North St.       | 134 & 135   | N44003320 | Trash  | \$70.00    | \$35.00    | \$35.00    |
| Roy Howard                       | 224-07   | 815 Boone St.          | 2382        | N44031470 | Trash  | \$55.00    | \$27.50    | \$27.50    |
| Richard Sudduth                  | 009-08   | 1423 Washington Ave.   | 1960        | N44027450 | Trash  | \$50.00    | \$25.00    | \$25.00    |
| Piqua Investment Corp.           | 200-07   | 628 Miami St.          | 4502        | N44051710 | Trash  | \$65.00    | \$32.50    | \$32.50    |
| Monument Capital Real Estate Inc | 083-08   | 631 Second St.         | 4171        | N44048390 | Trash  | \$110.00   | \$55.00    | \$55.00    |
| Merrill Warren                   | 057-08-2 | 913 Covington Ave.     | 206         | N44096220 | Trash  | \$40.00    | \$20.00    | \$20.00    |
| Mary Kindell                     | 063-08   | 427 McKinley Ave.      | 2614        | N44033620 | Trash  | \$50.00    | \$25.00    | \$25.00    |
| Mary Kindell                     | 075-08   | 427 McKinley Ave.      | 2614        | N44033620 | Trash  | \$50.00    | \$25.00    | \$25.00    |
| Mark Wooddell                    | 077-08   | 904 McKinley Ave.      | 6698        | N44072300 | Trash  | \$80.00    | \$40.00    | \$40.00    |
| Mark Stambaugh                   | 011-08   | 209 Fourth St.         | 3653        | N44043920 | Trash  | \$50.00    | \$25.00    | \$25.00    |
| Kalisa Roark                     | 005-08   | 337 Ellerman St.       | 1425        | N44021970 | Trash  | \$45.00    | \$22.50    | \$22.50    |
| John Schwab                      | 197-07   | 417 Broadway           | 450         | N44008670 | Trash  | \$45.00    | \$22.50    | \$22.50    |
| Jeffrey Dyson                    | 013-08   | 718 Vine St.           | 4363        | N44050160 | Trash  | \$45.00    | \$22.50    | \$22.50    |
| Fred Hall                        | 039-08   | 1312 South St.         | 2603        | N44033500 | Trash  | \$111.25   | \$55.63    | \$55.62    |
| Fred Hall                        | 006-08   | 415 Harrison St.       | 1014 & 3875 | N44045500 | Trash  | \$40.00    | \$20.00    | \$20.00    |
| Fred Hall                        | 249-07   | 630 Wood St.           | 1568        | N44023710 | Trash  | \$75.00    | \$37.50    | \$37.50    |
| Eddie Cotrell                    | 060-08   | 114 Grant St.          | 1061        | N44017470 | Trash  | \$45.00    | \$22.50    | \$22.50    |
| Deutsche Bank National Trust Co  | 026-08   | 650 N. Downing St.     | 182 & 183   | N44004180 | Trash  | \$125.00   | \$62.50    | \$62.50    |
| David McCarley                   | 064-08   | 112 S. Main St.        | 43          | N44001200 | Trash  | \$60.00    | \$30.00    | \$30.00    |
| Danielle Bianchi                 | 015-08   | 317 Riverside Dr.      | 4426        | N44050720 | Trash  | \$85.00    | \$42.50    | \$42.50    |
| Dale Tiderington (Bank Owned)    | 081-08   | 1104 S. Roosevelt Ave. | 4025        | N44046940 | Trash  | \$90.00    | \$45.00    | \$45.00    |
| CSX Transportation, Inc.         | 120-08   | S. Roosevelt Ave.      | 4740        | N44999101 | Trash  | \$135.00   | \$67.50    | \$67.50    |
| Christina Wellman                | 202-07   | 838 W. Water St.       | 1332        | N44020740 | Trash  | \$50.00    | \$25.00    | \$25.00    |
| Carroll Dean Root                | 196-07   | 901 Brice Ave.         | 2925        | N44036650 | Trash  | \$60.00    | \$30.00    | \$30.00    |
| Carnes Invesments                | 216-07   | 606-608 Cherry St.     | 4344        | N44049970 | Trash  | \$45.00    | \$22.50    | \$22.50    |
| BWC Enterprises LLC              | 054-08-2 | 918 Washington Ave.    | 1778        | N44026080 | Trash  | \$130.00   | \$65.00    | \$65.00    |
| Bank of New York                 | 010-08   | 221 Harrison St.       | 1035        | N44017020 | Trash  | \$775.00   | \$387.50   | \$387.50   |
| Absolute Construction Management | 230-07   | 408 N. Wayne St.       | 84          | N44002230 | Trash  | \$100.00   | \$50.00    | \$50.00    |

\$24,554.65 \$12,277.41 \$12,277.24

TOTAL

Updated 8/20/08

**RESOLUTION NO. R-92-08**

**A RESOLUTION AWARDING A CONTRACT FOR  
THE GREAT MIAMI RIVER TRAIL PROJECT**

WHEREAS, on January 7, 2008 this Commission passed Resolution No. R-6-08 authorizing the City Purchasing Analyst to advertise for bids, according to law for the Great Miami River Trail Project; and

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

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

SEC. 1: A contract is hereby approved with MEB Associates, LLC as the lowest, responsible bidder for the 2008 Great Miami River Trail project;

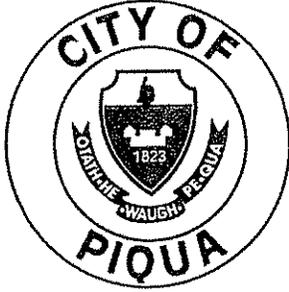
SEC. 2: The Finance Director is authorized to draw her warrant on the appropriate account of the city treasury according to contract terms in the amount not to exceed \$660,000.

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

\_\_\_\_\_  
THOMAS D. HUDSON, MAYOR

PASSED: \_\_\_\_\_  
Tabled on 8/18/08

ATTEST: \_\_\_\_\_  
REBECCA J. COOL  
CLERK OF COMMISSION



## PUBLIC WORKS DEPARTMENT

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Thomas R. Zechman, P.E., P.S. – Public Works Director  
 201 West Water Street • Piqua, Ohio 45356  
 (937) 778-2044 • FAX (937) 778-5165  
 E-Mail: tzechman@piquaoh.org

August 12, 2008

### MEMORANDUM

TO: Frederick E. Enderle, City Manager

RE: **REQUEST FOR CITY COMMISSION AUTHORIZATION  
 TO AWARD A CONTRACT TO MEB ASSOCIATES, LLC  
 FOR THE GREAT MIAMI RECREATIONAL TRAIL PROJECT  
 TOTAL COST NOT TO EXCEED \$660,000**

On Tuesday, August 5, 2008, one bid was received for the above referenced project. That bid was from the following:

| CONTRACTOR                                  | BASE BID TOTAL | ALTERNATE BID TOTAL |
|---|----------------|---------------------|
| <b>MEB Associates, LLC<br/>Dayton, Ohio</b> | \$601,914.91   | \$33,979.09         |

In general, the work consists of the design-build construction of approximately 3 miles of bike path between Lock 9 Park and Peterson Road in Miami County. The project is a joint project with the Miami County Park District. A total of \$400,000 in grant money has been secured through the Ohio Department of Natural Resources – Clean Ohio Fund. The balance will be split between the Miami County Park District (60%) and the City of Piqua (40%).

A pre-bid meeting was held on Friday, July 18, 2008 to allow the contractors a chance to ask questions about the project and to view the study prepared by Kinzelman, Kline, Gossman. The project is scheduled to be completed this fall.

The lone bidder on this project, MEB Associates, LLC is a project management company who will be hiring subcontractors to perform each of the tasks associated with the design and construction of the path. The company has provided a list of subcontractors. We have checked references feel confident that MEB Associates, LLC will provide us with a quality job in a timely manner.

Frederick E. Enderle  
Page 2  
August 12, 2008

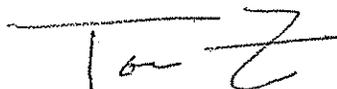
The new path will begin at Lock 9 Park and will continue south along the west side of the river to the existing walk bridge located behind the Power Plant. A structural assessment of the walk bridge is included in the design of this project as this bridge will be utilized as the crossover point to access the trail on the east side of the river.

Once on the east side, the trail will continue south adjacent to the Wastewater Treatment Plant and then onto Piqua Materials property via an easement obtained by the Miami County Park District and then on towards Peterson Road.

The 2008 Budget includes \$600,000 for this project. This request is for the base bid only and includes 10% contingency for items which may be required but are not included in the specifications. The alternate bid, which will not be accepted, was for the installation of a low water crossing and the remaining 100' of path to connect into Peterson Road.

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

Respectfully submitted,



Thomas R. Zechman, P.E., P.S.

TRZ/jc

c: Amy L. Havenar, City Engineer

**RESOLUTION NO. R-94-08**

**A RESOLUTION OF INTENT TO VACATE  
PUBLIC RIGHT-OF-WAY**

WHEREAS, pursuant to Piqua Charter Section 98, this Commission must adopt a resolution expressing its intention to vacate a portion of platted Campbell Street (north of Water Street) right-of-way.

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

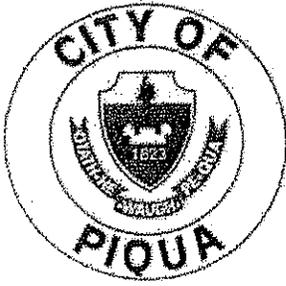
SEC. 1: This Commission hereby intends to vacate a portion of platted Campbell Street (north of Water Street) right-of-way as described in Exhibit "A" attached hereto. The City Manager or his duly authorized representative is hereby directed to cause notice of this Resolution to be served by certified mail upon all persons whose property abuts said tract. Said notice shall state the time and place at which objections can be heard by the Planning Commission.

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

THOMAS D. HUDSON, MAYOR

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
REBECCA J. COOL  
CLERK OF COMMISSION



**PLANNING AND ZONING**

Christopher W. Schmiesing – Planning and Zoning Supervisor  
201 West Water Street • Piqua, Ohio 45356  
(937) 778-2049 • FAX (937) 778-5165  
E-Mail: cschmiesing@piquaoh.org

August 18, 2008

**MEMORANDUM**

TO: Frederick E. Enderle

RE: **Request for Commission Legislation to Declare Intent to Vacate a Portion of the Platted Campbell Street Public Right of Way**

A request to vacate the remaining portion of the platted Campbell Street public right of way north of Water Street has been received by this office. As you will recall the northernmost portion of Campbell Street right of way was previously vacated earlier this year. The portion of right of way affected by this request begins at Water Street and ends approximately 180 feet to the north. The property found on either side of the right of way is owned by the proprietor of the Jamieson & Yannucci Funeral Home. The impetus for the vacation request is the property owner's recent acquisition of these properties and the desire to rework this area to better compliment the use of the surrounding properties. Currently, the only traffic volume of any significance that this section of Campbell Street experiences, is generated by adjacent funeral home, dwelling unit, and professional office space uses. The petitioner indicates that it is his intent to continue to allow the adjacent property owners use of the vacated portion of Campbell Street as needed to access/exit their property.

To consider a request to vacate public right of way, section 98 of the City Charter requires the commission to first pass a resolution declaring its intention to do so. Therefore, I am forwarding this request for the City Commissions' adoption of said resolution. In doing so, the City Commission will be authorizing this request to be advanced to the Planning Commission to conduct a public hearing and further study this request. After such time the Planning Commission has held a public hearing to consider all of the facts pertaining to this matter, the item will be returned to the City Commission with the Planning Commissions' recommendation for approval or denial of this request. A recommendation for approval will result in the City Commission being asked to consider the adoption of an ordinance to approve the vacation of the subject right of way.

Staff's initial observations concerning this request finds that the subject right of way does not appear to be essential to the surrounding neighborhood or to the maintenance of city services provided to this area. Enclosed for the City Commissions' reference in considering this request, please find a copy of the application submitted to this office.

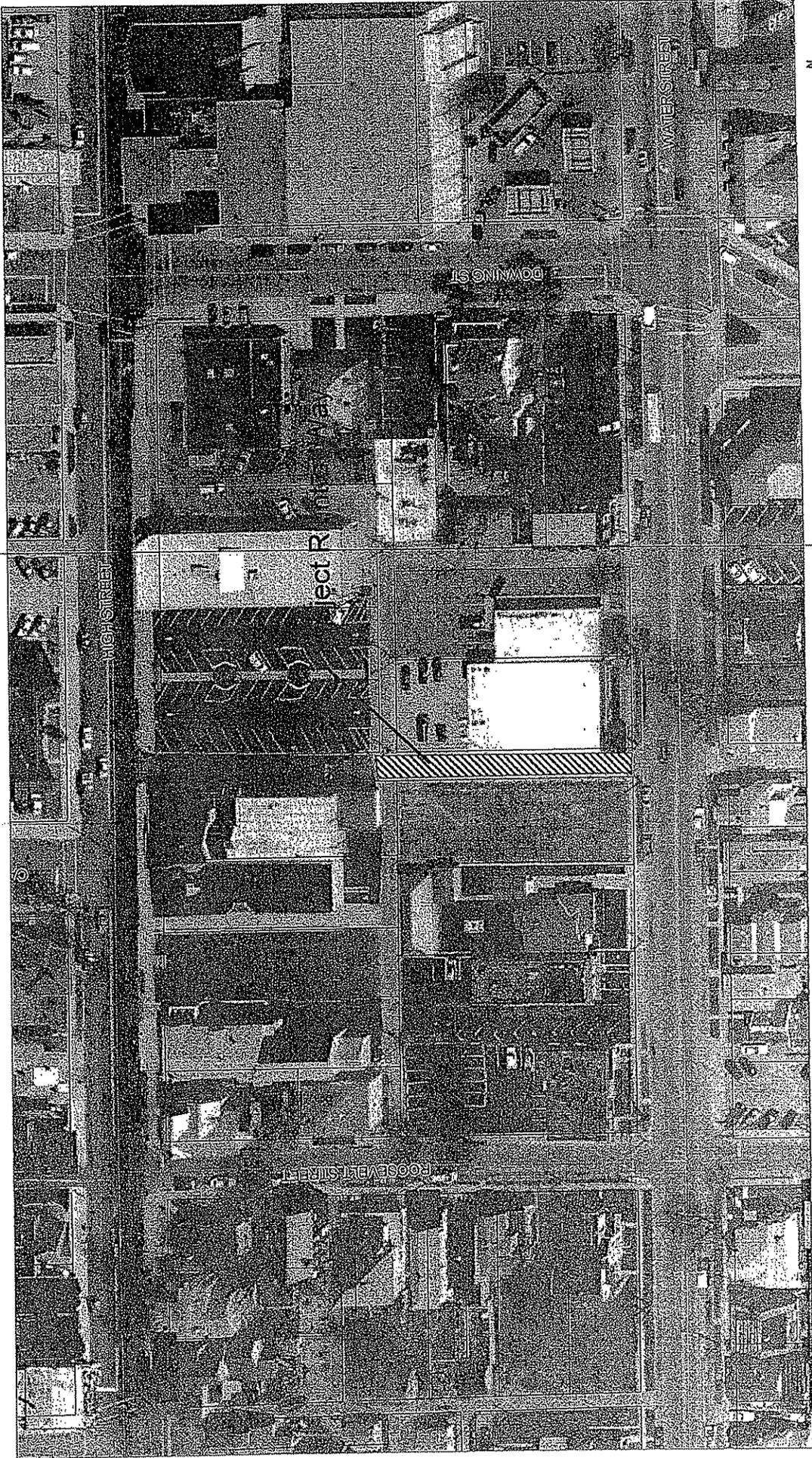
Sincerely,

*Chris Schmiesing*

Christopher W. Schmiesing  
City Planner

Enclosures

# EXHIBIT A



CITY OF PIQUA, OHIO

APPLICATION FOR VACATION OF PUBLIC RIGHT-OF-WAY

- 1. Applicant's Name Michael P. Yannucci Phone # 773-3161  
Applicant's Address 333 W. High Street Piqua, OH 45356
- 2. Owner's Name Michael P. Yannucci Phone # 773-3161
- 3. Type of legal interest held by applicant Owner of Property
- 4. Location of Public Right-Of-Way Vacation request Campbell Street (South Half)

See Exhibit A

City owned Alley will be maintained.

- 5. Describe the reason for the requested Vacation of Public Right-Of-Way

Parking, and managemet of ingress and egress.

- 6. Property owners adjacent to Right-Of-Way to be vacated.

| <u>NAME</u>                | <u>ADDRESS</u>                                   | <u>SIGNATURE</u>  |
|----------------------------|--|---|
| <u>Michael P. Yannucci</u> | <u>320/322 W. Water St.<br/>400 W. Water St.</u> |  |
| _____                      | _____  | _____   |
| _____                      | _____  | _____   |
| _____                      | _____  | _____   |
| _____                      | _____  | _____   |
| _____                      | _____  | _____   |

Signature of Applicant  Date \_\_\_\_\_

\*\*\*\*\*OFFICE USE ONLY\*\*\*\*\*

\$100.00 Fee Paid \$ 100.00

Date Fee Paid 8/7/08

Receipt No. 180372

Res. No. \_\_\_\_\_

**RESOLUTION NO. R-95-08**

**A RESOLUTION OF APPRECIATION FOR THE  
PUBLIC SERVICE OF DOUGLAS STAHL AS  
A CITY EMPLOYEE**

WHEREAS, Douglas Stahl has retired as Power Distribution Manager at the Electric Distribution Department; and

WHEREAS, his retirement follows 30 years of faithful and dedicated service to the City and its citizens;

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

SEC. 1: In recognition and appreciation of the service of Douglas Stahl as Power Distribution Manager, this Commission tenders its unanimous and respectful tribute by this Resolution, which shall be a matter of public and permanent record.

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

\_\_\_\_\_  
THOMAS D. HUDSON, MAYOR

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
REBECCA J. COOL  
CLERK OF COMMISSION

**RESOLUTION NO. R-96-08**

**A RESOLUTION AUTHORIZING THE NAMING OF A  
PUBLIC SPACE IN HONOR OF WILLIAM M. MCCULLOCH**

WHEREAS, this Commission desires to pay tribute to William M. McCulloch for his past dedication to the City of Piqua; and

WHEREAS, Mr. McCulloch attended the College of Wooster in Ohio and graduated from the College of Law of Ohio State University in 1925; and

WHEREAS, in 1925 William M. McCulloch began his law practice known as McCulloch, Felger, Fite & Gutmann in the City of Piqua; and

WHEREAS, William M. McCulloch was a member of the Ohio House of Representatives from 1933 to 1944, serving as a minority leader from 1936 to 1939 and as speaker from 1939 to 1944 as well as serving in the Military Government Forces from December 26, 1943 to October 12, 1945; and

WHEREAS, McCulloch was elected as a Republican to the Eightieth Congress, by special election on November 4, 1947 and was reelected to the twelve succeeding Congresses serving until 1973; and

WHEREAS, throughout his career, McCulloch was a strong supporter of civil rights and as ranking Republican on the House Judiciary Committee he pushed the Civil Rights Act of 1964 through the House of Representatives; and

WHEREAS, it is an honor for this body, the Piqua City Commission, to acknowledge and thank William M. McCulloch for his dedication to the City of Piqua.

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

SEC. 1: Piqua City Commission hereby names the public space adjacent to the Fort Piqua Plaza the "*William M. McCulloch Public Square.*"

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

\_\_\_\_\_  
THOMAS D. HUDSON, MAYOR

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
REBECCA J. COOL  
CLERK OF COMMISSION

**RESOLUTION NO. R-97-08**

**A RESOLUTION ESTABLISHING "TRICK  
OR TREAT/BEGGARS' NIGHT" IN THE CITY  
OF PIQUA**

WHEREAS, the annual celebration of Halloween has become a tradition in Piqua; and

WHEREAS, by common consent of the municipalities of Miami County, Thursday, October 30, 2008, from 6:00 P.M. to 8:00 P.M. has been designated "Trick or Treat/Beggars' Night";

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

SEC. 1: This Commission hereby proclaims Thursday, October 30, 2008 from 6:00 P.M. to 8:00 P.M. as official "Trick or Treat/Beggars' Night" in the City of Piqua.

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

\_\_\_\_\_  
THOMAS D. HUDSON, MAYOR

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
REBECCA J. COOL  
CLERK OF COMMISSION

**RESOLUTION NO. R-98-08**

**A RESOLUTION AWARDING A CONTRACT FOR  
THE ROOF REPLACEMENT FOR THE FOREST HILL  
CEMETERY MAUSOLEUM**

WHEREAS, on January 7, 2008 this Commission passed Resolution No. R-6-08 authorizing the City Purchasing Analyst to advertise for bids, according to law for the roof replacement for the Forest Hill Cemetery Mausoleum; and

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

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

SEC. 1: A contract is hereby approved with Cotterman & Company Inc. as the lowest, responsible bidder for the 2008 roof replacement for Forest Hill Cemetery Mausoleum;

SEC. 2: The Finance Director is authorized to draw her warrant on the appropriate account of the city treasury according to contract terms in the amount not to exceed \$39,947.00.

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

\_\_\_\_\_  
THOMAS D. HUDSON, MAYOR

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
REBECCA J. COOL  
CLERK OF COMMISSION



# Cotterman & Company INC.

04513 St. Rt. 66N  
www.cottermanroofing.com

P.O. Box 75 Minster, Ohio 45865

419/628-3713 Fax: 419/628-4016  
sales@cottermanroofing.com

**NOTE: The building owner is responsible for all applicable state and local building permits.**

**WE PROPOSE hereby to furnish material and labor – complete in accordance with the above specifications, for the sum of:**  
**SEE THE ABOVE TEXT Dollars (\$ SEE TEXT )**

**Payment to be made as follows:**

**.50% due upon issuance and 50% due upon completion of roofing project**

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

**Prior Condition**

The Work shall not include any renovation to pre-existing damage or damaged condition to the structure or facility, either patent or latent, except to the extent that the damage is expressly described and included as part of the Work specified in the Contract.

Mold, Mildew

The Work Shall not include any remediation or repair of any mold or mildew condition or damage, whether patent or latent, even if disclosed prior to Roofing Contractor undertaking the Work.

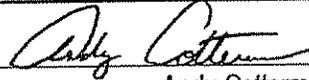
**No Consequential Damages**

The Owner and the Contractor waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement during roof application.

**Hazardous Materials**

In the event the Roofing Contractor encounters materials reasonably believed to contain asbestos, polychlorinated biphenyl (PCB) or other hazardous waste or material, which has not been rendered harmless, the Roofing Contractor shall immediately stop Work in the affected area and report the condition to the Owner, Owner Representative, Owner's Architect, Owner's Construction Manager, or Owner's Prime Contractor.

Authorized  
Signature \_\_\_\_\_



Andy Cotterman

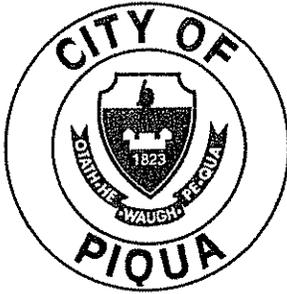
**Note: This proposal may be  
withdrawn by us if not accepted within 30 days.**

**ACCEPTANCE OF PROPOSAL – The above prices, specifications and conditions  
Are satisfactory and are hereby accepted. You are authorized to do the work as specified.  
Payment will be made as outlined above.**

Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_

*“Industrial & Commercial Roofing”*



## PUBLIC WORKS DEPARTMENT

Thomas R. Zechman, P.E., P.S. – Public Works Director  
201 West Water Street • Piqua, Ohio 45356  
(937) 778-2044 • FAX (937) 778-5165  
E-Mail: tzechman@piquaoh.org

August 28, 2008

### MEMORANDUM

TO: Frederick E. Enderle, City Manager

RE: **REQUEST FOR THE CITY COMMISSION AUTHORIZATION TO AWARD  
A CONTRACT TO COTTERMAN & COMPANY INC. FOR THE REPAIR TO THE  
ROOF AT THE MAUSOLEUM AT FOREST HILL CEMETERY  
TOTAL COST NOT TO EXCEED \$39,947.00**

On Monday August 25, 2008 one bid was received for the above reference project. That bid was the following:

| CONTRACTOR               | BASE BID TOTAL |
|--------------------------|----------------|
| Cotterman & Company Inc. | \$39,947.00    |

In general, the work consists of removing the existing copper flat seam roof and installing a ½" fanfold insulation, installing a white Dura-Last roof and using Dura-Last material for the endwall applications. The edges of the roof will have 4" gravel stop with Kynar 500 PVDF 24 gauge metal or coping cap. The contractor will also install new collector boxes and downspouts of Kynar 500 PVDF 24 gauge material. The interior walls membrane will be used with termination bars and counter flashing. This roof will carry a fifteen (15) year Manufacturers Watertight Warranty.

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

Respectfully submitted,

Thomas R. Zechman, P.E., P.S.

TRZ/jc

c: Amy Havenar, City Engineer  
Robert Graeser, Project Manager

