

**REGULAR PIQUA CITY COMMISSION MEETING  
TUESDAY, AUGUST 16, 2011  
7:30 P.M. – COMMISSION CHAMBER – 2<sup>nd</sup> FLOOR  
201 WEST WATER STREET  
PIQUA, OHIO 45356**

**CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**REGULAR CITY COMMISSION MEETING**

**PRESENTATION**

- **Girl Scout Troop 31091 Presentation**

**PROCLAMATIONS**

- **Proclamation - Honoring Girl Scout Troop 31091**
- **Proclamation - 9/11 Day of Honor in the City of Piqua**
- **Proclamation - Honoring Piqua Baptist Church**

**A. CONSENT AGENDA**

a. **APPROVAL OF MINUTES**

Approval of the minutes from the August 2, 2011 Regular Piqua City Commission Meeting and the minutes from the Executive Sessions of July 15, 2011, August 4, 2011 and August 5, 2011

**B. OLD BUSINESS**

a. **ORD. NO. 8-11** (3<sup>rd</sup> Reading)

An Ordinance amending Chapter 34 of the Piqua Municipal Code to permit the disposal of personal property no longer needed for City purposes

b. **ORD. NO. 9-11** (2<sup>nd</sup> Reading)

An Ordinance determining to proceed with and levying assessments for the improvement of Broadway Street Reconstruction

c. **ORD. NO. 10-11** (2<sup>nd</sup> Reading)

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

**C. NEW BUSINESS**

a. **ORD. NO. 11-11** (1<sup>st</sup> Reading)

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

- b. ORD. NO. 12-11 (1<sup>st</sup> Reading)  
An Ordinance amending Schedule I-Speed Limits, adopted In accordance with City of Piqua Code of Ordinances Section 77.01 – Traffic Schedules Adopted of Chapter 77 Traffic Code
- c. RES. NO. R-92-11  
A Resolution establishing “Trick or Treat/Beggars’ Night” in the City of Piqua
- d. RES. NO. R-93-11  
A Resolution authorizing the amendment rerouting of State Route 185
- e. RES. NO. R-94-11  
A Resolution authorizing the purchase of Real Estate
- f. RES. NO. R-95-11  
A Resolution to authorize the commencement of the appropriation of 439 E. Ash Street, Piqua, Miami County, Ohio in the Common Pleas Court of Miami County, Ohio for public purposes
- g. RES. NO. R-96-11  
A Resolution to authorize the commencement of the appropriation of right-of-way of 515 E. Ash Street, Piqua, Miami County, Ohio in the Common Pleas Court of Miami County, Ohio for public purposes

**D. OTHER**

Presentation by Mr. Chris Schmiesing, City Planner  
Topic: “ReDO” Redevelopment Opportunities Plan

**E. ADJOURNMENT**

**REVISED 8-15-2011**  
**MINUTES**  
**PIQUA CITY COMMISSION**  
**Tuesday August 2, 2011**  
**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 Fess called the meeting to order. Also present were Commissioners Vogt, Martin, Terry, and Wilson. Absent: None.

**REGULAR CITY COMMISSION MEETING**

Mayor Fess welcomed Bill Murphy Interim City Manager.

**PROCLAMATION**

Honoring Ms. Julia (Judy) Dilworth – 100<sup>th</sup> Birthday

Mayor Fess read the proclamation and wished Ms. Dilworth a Happy 100<sup>th</sup> Birthday.

**Consent Agenda**

**Approval of Minutes**

Approval of the minutes from the July 19, 2011 Regular Piqua City Commission Meeting.

Moved by Commissioner Martin, seconded by Commissioner Terry, that the minutes of the Regular Piqua City Commission Meeting of July 19, 2011 be approved. Voice vote, Aye: Wilson, Martin, Terry, Fess, and Vogt. Nay: None. Motion carried unanimously.

**OLD BUSINESS**

**ORD. NO. 6-11 (3rd Reading)**

An Ordinance authorizing the submission of a proposed amendment to Piqua Charter Sections 120, 122, 125 and 127 The Recall

Interim City Manager Murphy stated this is the third reading of Ordinance No. 6-11 that deals with the Piqua Charter on the recall petition papers.

**Public Comment**

Russ Fashner, Forest Avenue came forward and stated he was one of the circulators and on the committee for the recall. Mr. Fashner stated he had several questions and statements he wanted to clarify for the citizens and for himself on the Charter Revisions. Mr. Fashner asked approximately ten questions and made various statements and references. To view the statements, questions and the discussion in its entirety, the video tape of the Piqua City Commission Meeting of August 2, 2011 can be viewed in the Administrative Conference Room in the Municipal Government Complex, 201 W. Water Street, Monday thru Friday between the hours of 8:00 AM and 5:00 PM.

Jim Cruse, N. County Road 25-A came forward and stated he is here as the Chairperson of the circulators of the Recall Petitions.

Mayor Fess made a statement that Mr. Cruse handed the Commission Clerk some very thick binders full of information and asked that they not be distributed until he came forward. However, because they were given to the Clerk she was required to give them to the Commissioners

because she had them in her possession. If Mr. Cruse would have passed them out himself he could have waited until he came forward and passed them out.

Mayor Fess further stated they were not going to discuss this because they had just received the information, and not one of them has had a chance to look at it and have no idea what is in there.

Mr. Cruse asked that Ordinance No. 6-11 be tabled at this time. Mayor Fess stated no, we don't need to table this unless the Commission decides to table it.

Mr. Cruse voiced his opinion on the Ordinance not being tabled at this time.

Mayor Fess stated the reason for not discussing the information at this time.

Commissioner Terry asked if each recall petitioner showed a cover letter to each person who was signing the petition, and did each recall petitioner have the same information to give out to the people who they asked to sign the petition. Was it written down or memorized did each petitioner say the same thing to the people on who's porches they went?

Law Director Wall stated the Charter requires that the identical information be, no matter who is circulating the petition identical information has to be taken around. One petition cannot have a different cover sheet than another; the Charter requires it to be identical.

Commissioner Terry stated she is not talking about the cover sheet. Commissioner Terry stated she gets a list of the registered voters before she goes out to get her signatures, and she asks if they are registered voters before getting the signature, some may not be aware they are not registered voters.

Mr. Cruse stated the affidavit as far as he knows that he circulated that was on, and he went over the statement or the reason to every person he went to. The other people he is not aware of, they were given the correct information, told how to do it, and were on their own in different sections of the city. The registered voters, a lot of people think they are registered voters and further explained. Mr. Cruse read the actual wording of the language on the front of the petition that should be on there. "Whoever commits election falsification is guilty of a felony in the fifth degree" that is for those people you are talking about, that is not for us, stated Mr. Cruse.

There was continued discussion of the affidavit and the legality of the signatures. For a complete review of the discussion on this subject, the videotape of the Piqua City Commission Meeting of August 2, 2011 can be viewed in the Administrative Conference Room in the Municipal Government Complex, 201 W. Water Street, Monday thru Friday between the hours of 8:00 AM and 5:00 PM.

After a lengthy discussion a motion was made by Commissioner Wilson, seconded by Commissioner Terry that Ordinance No. 6-11 be adopted. Roll call, Aye: Terry, Wilson, Vogt, Martin, and Fess. Nay: None. Motion carried unanimously. Mayor Fess declared Ordinance No. 6-11 adopted.

#### **ORD. NO. 8-11 (2nd Reading)**

An Ordinance amending Chapter 34 of the Piqua Municipal Code to permit the disposal of personal property no longer needed for City purposes

Interim City Manager Murphy stated this is the second reading of Ordinance No. 8-11 to amend Chapter 34, specifically Section 34.35 Disposal of Personal Property this would provide the city additional alternatives to dispose of personal property that would include allowing the city to sell, donate or otherwise dispose of property to other governmental organizations. It would also allow the city to donate to an appropriate charitable organization, and specifically excludes donations to a private individual, private company or a for profit organization.

Mayor Fess stated at this point we have to go out for bids on anything we want to dispose of and accept the highest bid. It was stated at the first reading that we would like to donate a piece of fire equipment that we no longer need to a smaller Fire Department that is unable to afford it. This would serve two purposes it would help them, and it also would be available for use by the City if we should need to use it in the future.

There were questions regarding how the non-profits and other governments entities would know what we have available, and how the city would handle food donations.

Law Director Stacy Wall explained the city does not advertise for donations, in the cases we have had someone has approached the city to ask for the used equipment. It has been mostly governmental agencies working together to exchange property. Ms Wall explained the process the city follows and the reasons.

### **Public Comment**

No one came forward to speak for or against Ordinance No. 8-11 at this time.

Ordinance No. 8-11 was given a second reading.

### **NEW BUSINESS**

#### **ORD. NO. 9-11 (1<sup>ST</sup> Reading)**

An Ordinance determining to proceed with and levying assessments for the improvement of Broadway Street Reconstruction

Interim City Manager Bill Murphy stated this is the second phase of the Riverside Broadway project. The project costs which include sidewalk, curb and gutter assessments are either paid by the property owner within thirty days of completion of the project, or at their choice, financed over a five or ten year period. Roughly half of the residents choose to pay the city for the improvements with twenty nine property owners who chose the five year option, and eight who chose the ten year option. Typical assessments for the property owners ranged from \$4 to \$1000, with the highest being a little over \$3600.

### **Public Comment**

No one came forward to speak for or against Ordinance No. 9-11 at this time.

Ordinance No. 9-11 was given a first reading.

#### **ORD. NO. 10-11 (1<sup>ST</sup> Reading)**

An Ordinance to levy special assessment to pay for the cost of nuisance abatement assessments relating to a Stormwater Improvement

Interim City Manager Bill Murphy stated this Resolution involves a property located on Garfield Street. The city received a number of complaints about a property draining water across the sidewalk and across the roadway, particularly in cold weather causing some icing issues. The city worked with the property owner to correct the problem, which was a broken tile in her yard and was able to get it done for a little less than \$3000. The property owner chose to have the costs assessed over a five-year period.

Law Director Wall stated the city has been dealing with that particular property for months, and the resident hired legal counsel so Ms. Wall worked with the legal counsel and they chose to pay the assessments.

**Public Comment**

No one came forward to speak for or against Ordinance No.10-11 at this time.

Ordinance No.10-11was given a first reading.

**RES. NO. R-89-11**

A Resolution awarding a contract to Cargill, Inc. for the purchase of road salt for the Street Department

Interim City Manager Bill Murphy stated this is the annual salt contract and bids were received through the Southwest Ohio Purchasers for Government (SWOP4G). This year the city received a bid for \$64.67/ton and we anticipate needing 2,500 tons for a total cost of \$161,675.00. This rate is slightly higher than last year, but the city is not required to purchase all of the 2,500 tons if it is not needed.

**Public Comment**

No one came forward to speak for or against Resolution No. R-89-11.

Moved by Commissioner Wilson, seconded by Commissioner Martin, to adopt Resolution No. R-89-11. Roll call, Aye: Vogt, Martin, Terry, Fess, and Wilson. Nay: None. Motion carried unanimously.

**RES. NO. R-90-11**

A Resolution requesting authorization to enter into the contract with Camp Dresser & McKee for Professional Services of the Water Distribution System Master Plan

Interim City Manager Bill Murphy stated Resolution No. R-90-11 deals with the Water Distribution System Master Plan and a contract with Camp Dresser and McKee Corporation for professional services. A Water Distribution System Master Plan will be completed and assessing the lasted improvements that have been made to the system. There will be three tasks that will undertaken with this contract, one will be looking at data and current operations, collecting GIS data and looking at potential future demand requirements of the system. The second task will be field-testing, and the third task will be the hydraulic alternative analysis.

Commissioner Martin asked if this study would tell us if there would be any issues with getting water either from the North or South? Acting City Manager Murphy stated yes, it will let us look at our entire distribution system and allow us to figure out what challenges we may have with any potential solution.

Mayor Fess stated this is another request by the EPA. Water Superintendent Dave Burtner further explained the reason for the study at this time. The last study was done over twenty years ago stated Mr. Burtner.

Commissioner Vogt asked if this would determine the shape of our current water lines as far as dependability? Mr. Burtner replied no, it will give us an idea of what needs to be upgraded. Commissioner Wilson stated he would like to get a little more detail stating this is a lot of money being proposed.

Bob Yoxthimer, of Camp, Dresser & McKee Corporation came forward and gave a brief explanation on the reason for the study and what information the city can expect to receive. It is a good time to be doing this study since the city is looking at a new Water Treatment Plant, stated Mr. Yoxthimer.

Commissioner Martin inquired if they would be looking for leaks, or if there are any major leaks? Mr. Yoxthimer stated no, this is not a leak detection plan. Mr. Burtner stated money is put in the budget each year to look for leaks.

**Public Comment**

No one came forward to speak for or against Resolution No. R-90-11 at this time.

Moved by Commissioner Terry, seconded by Commissioner Wilson, that Resolution No. R-90-11 be adopted. Roll call, Aye: Martin, Terry, Fess, Wilson, and Vogt. Nay: None. Motion carried unanimously.

**RES. NO. R-91-11**

A Resolution reappointing a member to the Stormwater Utility Board

Interim City Manager Bill Murphy stated Resolution No. R-91-11 reappoints Jim Vetter to the Stormwater Utility Board.

**Public Comment**

No one came forward to speak for or against Resolution No. R-91-11 at this time.

Moved by Commissioner Martin, seconded by Commissioner Vogt, that Resolution No. R-88-11 be adopted. Roll call, Aye: Wilson, Vogt, Martin, Terry, and Fess. Nay: None. Motion carried unanimously. Mayor Fess declared Resolution No. R-91-11 adopted.

**PUBLIC COMMENT**

Mayor Fess stated there are several Boys Scouts in the audience and asked them to come forward. They are members of Boy Scout Troop 295 and they include Rob Bloom, Elijah Bloom, and Aric Tipps all working on various badges. Mayor Fess thanked them for attending, and wished them well in getting their badges.

Brad Boehringer, Mound Street came forward and voiced his opinion on the Public Comment portion of the Commission Meeting and the way things are conducted at the Commission meetings. Mr. Boehringer feels there is animosity coming from both sides.

Jim Cruse, County Road 25-A, President of POINT, stated he has invited Interim City Manager Murphy to the POINT Meeting on Tuesday, August 9<sup>th</sup>, 2011. Mr. Cruse feels the city is misleading the citizens of Piqua and stated he has done a lot of research and the information is in the notebook that was presented at the beginning of the Commission Meeting to the Commissioners and the Mayor.

Kevin Pryfogle, N. Downing Street, inquired if it would be possible to have the traffic signals at the corner of Main and Water flash yellow instead of red on the Main Street corridor, since there is no traffic moving on Water Street at this time and no one is stopping either.

Interim City Manager Murphy stated he would look into it. Commissioner Vogt stated he feels it should stay red since contractors are moving through the intersection at various times.

Commissioner Wilson stated recycling is up and we look like we are going to set a record this year, and hope citizens will continue the good work.

Commissioner Wilson stated a Public Reception will be held on Thursday, August 4, 2011 from 5:00 – 6:30 P.M. in the Commission Chambers. Commissioner Wilson encouraged citizens to

come and meet the three City Manager candidates and send their thoughts and opinions to their Commissioners.

Health & Sanitation Director Amy Welker stated she is very pleased with the recycling numbers so far this year, and have done a lot of work getting the word out to the residents.

Commissioner Terry wished Julia Dilworth a very Happy 100<sup>th</sup> Birthday and stated she is a wonderful person and lives in the Fourth Ward.

Commissioner Terry stated she was walking across the street at Main and Market Street and stated there was quite a backup, and also noticed the bricks are broken up and asked if someone will look into replacing them. Interim City Manager Murphy stated the intersections at High and Main and Market and Main would be done this year.

Commissioner Terry also voiced her opinion on the recall issue, stating 75% of the voters voted against the recall and feels the voters have spoken. Commissioner Terry stated she feels the reason for a recall needs to be addressed. Commissioner Terry feels we need to get this all behind us now.

Commissioner Vogt stated he was out getting his signatures for the upcoming election and is very pleased about the way Ward 2 looks, even the rental properties are looking good in Ward 2, hats off to all.

Commissioner Vogt stated he wanted to comment on a statement made by Mr. Cruse previously stating the Commissioners are recommending the changes, all we are doing is putting them on the ballot for citizens to make the decision.

Commissioner Martin noted there are water problems on Clark Avenue and Brice Avenue. Interim City Manager Murphy will check into it. Commissioner Martin stated the only thing the Commission can do is put the issues on the ballot and let the residents make the choice.

Interim City Manager Murphy stated the Commission asked the Utility Department to notify property owners as well as utility customers about disconnection notices. A link has been added on the City Home Page, at the end of each billing cycle a list of the disconnects will be posted for property owners to check, stated Interim City Manager Murphy. We encourage property owners to monitor the website, and feel this is the most cost effective way to keep property owners and landlords informed of the properties that have been disconnected. The list will be posted one to two days after the disconnect date occurs, stated Interim City Manager Enderle.

Interim City Manager Murphy gave a brief update on the Water Street Reconstruction Project and Streetscape Improvements. Also noted was the upgrading of the electrical service in the area. Commissioner Martin asked how long will it take to complete the project. Interim City Manager Murphy stated it should be completed in mid September, but will have City Engineer Amy Havenar give an update at the next Commission Meeting.

Commissioner Vogt asked if there is any directional signage planned for the businesses located at the end of Spring Street off of Water Street directing customers on how to get to them. Interim City Manager Murphy stated he would look into it.

Mayor Fess stated she has been criticized for the way she handled the Commission Meeting and further explained her job as Mayor, and the open forum discussions.

Mayor Fess stated a large folder was presented to the Commissioners two minutes before the meeting and they had no chance to review the contents. Information like this should be presented to the Commissioners before the meeting so they have time to review the information. Mayor Fess stated she has tried to be generous with people and does not like confrontation, and likes to make sure the citizens have the opportunity to talk. But when the discussion is argumentative or is

no longer productive that is time when she as Mayor will ask them to take a seat. Mayor Fess stated she is very sorry if she hurt anyone's feelings, further stating this is her job and that is why she was elected to the position and she will continue to conduct the meetings in a way that moves the meetings forward so there is not a lot of interruption and challenging going on, that is not what the meeting is for. Mayor Fess further stated she is up for election in November and citizens have the opportunity to state whether or not she is too harsh on people. If you have an issue with what they are doing, give us a call before the meeting and we will listen and talk to you, but we will not sit up there and debate with you, said Mayor Fess.

**Adjournment**

Moved by Commissioner Vogt, seconded by Commissioner Martin, to adjourn from the Regular Piqua City Commission Meeting at 9:00 P.M. Voice vote, Aye: Fess, Martin, Wilson, Vogt, and Terry. Nay: None. Motion carried unanimously.

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LUCINDA L. FESS, MAYOR

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

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

**PIQUA CITY COMMISSION  
SPECIAL MEETING-EXECUTIVE SESSION  
ADMINISTRATIVE CONFERENCE ROOM  
FRIDAY, JULY 15, 2011  
8:45 A.M.  
201 W. WATER STREET  
PIQUA, OHIO 45356**

**CALL TO ORDER**

Mayor Fess called the Special Meeting-Executive Session to order at 8:45 A.M.

Purpose of the Special Meeting-Executive Session is to consider the appointment, employment, dismissal, discipline or compensation of the City Manager.

Moved by Commissioner Martin, seconded by Commissioner Wilson, to move into Executive Session at 8:45 A.M. Voice vote, Aye: Terry, Fess, Wilson, Vogt, and Martin. Nay: None. Motion carried unanimously.

**Adjournment**

Moved by Commissioner Martin, seconded by Commissioner Terry, to adjourn from the Executive Session at 2:05 P.M. Voice vote, Aye: Martin, Wilson, Fess, Vogt, and Terry. Nay: None. Motion carried unanimously.

Moved by Commission Vogt, seconded by Commissioner Martin to adjourn from the Special Meeting-Executive Session at 2:05 P.M. Voice vote, Aye: Martin, Wilson, Fess, Vogt, and Terry. Nay: None. Motion carried unanimously.

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LUCINDA L. FESS, MAYOR

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

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

**PIQUA CITY COMMISSION  
SPECIAL MEETING-EXECUTIVE SESSION  
ADMINISTRATIVE CONFERENCE ROOM  
THURSDAY, AUGUST 4, 2011  
9:45 A.M.  
201 W. WATER STREET  
PIQUA, OHIO 45356**

**CALL TO ORDER**

Mayor Fess called the Special Meeting-Executive Session to order at 10:00 A.M.

Purpose of the Special Meeting-Executive Session is to consider the appointment, employment, dismissal, discipline or compensation of the City Manager.

Moved by Commissioner Vogt, seconded by Commissioner Martin, to move into Executive Session at 10:00 A.M. Voice vote, Aye: Terry, Fess, Wilson, Vogt, and Martin. Nay: None. Motion carried unanimously.

**Adjournment**

Moved by Commissioner Vogt, seconded by Commissioner Martin, to adjourn from the Executive Session -Special Meeting at 12:10 P.M. Voice vote, Aye: Martin, Wilson, Fess, Vogt, and Terry. Nay: None. Motion carried unanimously.

Moved by Commissioner Vogt, seconded by Commissioner Martin, to adjourn from the Special Meeting- Executive Session at 12:10 P.M. Voice vote, Aye: Martin, Wilson, Fess, Vogt, and Terry. Nay: None. Motion carried unanimously.

**CALL TO ORDER**

Moved by Commissioner Vogt, seconded by Commissioner Martin, to move into Special Meeting-Executive Session at 1:00 P.M. Voice vote, Aye: Terry, Fess, Wilson, Vogt, and Martin. Nay: None. Motion carried unanimously.

Moved by Commissioner Vogt, seconded by Commissioner Martin, to move into Executive Session at 1:00 P.M. Voice vote, Aye: Terry, Fess, Wilson, Vogt, and Martin. Nay: None. Motion carried unanimously.

**Adjournment**

Moved by Commissioner Vogt, seconded by Commissioner Martin, to adjourn from the Executive Session-Special Meeting at 3:30 P.M. Voice vote, Aye: Martin, Wilson, Fess, Vogt, and Terry. Nay: None. Motion carried unanimously.

Moved by Commissioner Wilson, seconded by Commissioner Terry, to adjourn from the and the Special Meeting-Executive Session at 3:30 P.M. Voice vote, Aye: Martin, Wilson, Fess, Vogt, and Terry. Nay: None. Motion carried unanimously.

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LUCINDA L. FESS, MAYOR

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

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

**PIQUA CITY COMMISSION  
SPECIAL MEETING-EXECUTIVE SESSION  
ADMINISTRATIVE CONFERENCE ROOM  
FRIDAY, AUGUST 5, 2011  
8:15 A.M.  
201 W. WATER STREET  
PIQUA, OHIO 45356**

**CALL TO ORDER**

Mayor Fess called the Special Meeting-Executive Session to order at 8:24 A.M.

Purpose of the Special Meeting-Executive Session is to consider the appointment, employment, dismissal, discipline or compensation of the City Manager.

Moved by Commissioner Vogt, seconded by Commissioner Wilson, to move into Executive Session at 8:24 A.M. Voice vote, Aye: Terry, Fess, Wilson, Vogt, and Martin. Nay: None. Motion carried unanimously.

**Adjournment**

Moved by Commissioner Vogt, seconded by Commissioner Martin, to adjourn from the Executive Session -Special Meeting at 11:17 A.M. Voice vote, Aye: Martin, Wilson, Fess, Vogt, and Terry. Nay: None. Motion carried unanimously.

Moved by Commissioner Vogt, seconded by Commissioner Martin, to adjourn from the Special Meeting-Executive Session at 11:17 A.M. Voice vote, Aye: Martin, Wilson, Fess, Vogt, and Terry. Nay: None. Motion carried unanimously.

**CALL TO ORDER**

Moved by Commissioner Wilson, seconded by Commissioner Terry, to move into Special Meeting-Executive Session at 12:02 P.M. Voice vote, Aye: Terry, Fess, Wilson, Vogt, and Martin. Nay: None. Motion carried unanimously.

Moved by Commissioner Terry, seconded by Commissioner Wilson, to move into Executive Session at 12:02 P.M. Voice vote, Aye: Terry, Fess, Wilson, Vogt, and Martin. Nay: None. Motion carried unanimously.

**Adjournment**

Moved by Commissioner Martin, seconded by Commissioner Terry, to adjourn from the Executive Session-Special Meeting at 12:59 P.M. Voice vote, Aye: Martin, Wilson, Fess, Vogt, and Terry. Nay: None. Motion carried unanimously.

Moved by Commissioner Martin, seconded by Commissioner Wilson, to adjourn from the Special Meeting-Executive Session at 12:59 P.M. Voice vote, Aye: Martin, Wilson, Fess, Vogt, and Terry. Nay: None. Motion carried unanimously.

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LUCINDA L. FESS, MAYOR

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

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

## ORDINANCE NO. 8-11

### AN ORDINANCE AMENDING CHAPTER 34 OF THE PIQUA MUNICIPAL CODE TO PERMIT DISPOSAL OF PERSONAL PROPERTY NO LONGER NEEDED FOR CITY PURPOSES

WHEREAS, the City of Piqua Charter Section 46 Division of Purchase and Supplies directs the Commission to establish by ordinance the procedures for advertising and competitive bidding; and

WHEREAS, the City of Piqua Municipal Code Chapter 34 regulates the purchase of supplies and disposal of property; and

WHEREAS, currently Section 34.35 does not permit the option of disposal of personal property in any manner other than by sale which is costly, time-consuming, and does not take advantage of other options of disposal; and

WHEREAS, being able to donate personal property no longer of value to the City allows for benefits to the City and the entity accepting the property by saving in costs of disposal and allowing continued use to another agency or entity.

NOW THEREFORE, BE IT ORDAINED BY the Piqua City Commission, a majority of its members concurring that:

SECTION 1. That the City of Piqua hereby amends Chapter 34 of the Piqua Municipal Code as set forth below: (proposed language is underlined and language to be deleted is struck)

#### **§ 34.01 CONTRACTS FOR PUBLIC WORKS AND IMPROVEMENTS.**

(A) Contracts for public works and improvements shall be awarded to the lowest responsible bidder within a reasonable time after advertisement for bids has been published at least once in a newspaper of general circulation in the city containing a reservation that the City Manager shall have the power to reject all bids and advertise again. The City Manager may reject all bids and advertise again, but shall not be required to do so, even when the lowest bid exceeds the engineer's estimate by 10% or more.

(B) The City Manager shall determine the appropriate specifications and bidding requirements not otherwise provided in the city code. Such determination shall be to the exclusion and preemption of R.C. Chapters 9 and 153, which are hereby rendered inapplicable to all public works and improvements in the city.

#### **PURCHASE OF SUPPLIES**

#### **§ 34.15 PAYMENT FOR SUPPLIES AND EQUIPMENT.**

Whenever articles, commodities, supplies, materials, or equipment are purchased and delivered to the storerooms or warehouses of the city in anticipation of requisitions from the

several departments, divisions, and it is impracticable at the time of delivery to apportion the cost thereof or any part of the cost to the several departments, divisions, and offices, payment shall be made from the city storeroom fund of the Department of Purchases and Supplies, to be repaid by the several departments, divisions, and offices as they receive the supplies upon a requisition.

#### **§ 34.16 ESTIMATES AND SUMMARY; AVAILABLE EQUIPMENT.**

At the beginning of each year, and at such other times as contracts for supplies are to be let, the director of each administrative office shall submit to the Director of Finance an estimate of all articles, commodities, supplies, equipment, and materials anticipated to be needed by that department or office for its regular operation during the year. This estimate shall specify the quantity and character of each item needed. All estimates shall be transmitted to the Purchasing Agent, who shall prepare a summary statement which shows the total quantity estimates required by all departments and offices of each item of such articles, commodities, supplies, equipment, and materials. The estimates and the summary shall also show the amount of all articles, commodities, supplies, equipment, and materials estimated to be on hand or in stock in the departments and offices or in the city storerooms or warehouses, and the net quantity which it will be necessary or advisable to purchase during the ensuing year. The estimates and the summary shall also show the quantity, character, and estimated value of all articles, commodities, supplies, equipment, and materials or other property on hand in the several departments or in the storerooms and warehouses of the city, which are no longer usable or needed and which may be ~~condemned and sold by the city~~ disposed of by the City as specified herein in Chapter 34 of the Municipal Code.

#### **§ 34.17 PURCHASING CONTRACTS; BIDS.**

At such times after the passage of the annual appropriation ordinance or after any preliminary appropriation ordinance has passed in accordance with sections 49 or 50 of the Charter, bids for purchase contracts covering all or any part of the requirements of such articles, commodities, supplies, materials, services, and equipment as the city may need during the year shall be received with or without advertising or otherwise as will permit which most benefit the city.

#### **§ 34.18 APPLICATION OF REVISED CODE.**

The provisions of R.C. § 5719.042 shall have no application to any contract governed by this chapter.

#### **§ 34.19 PUBLICATION OF BIDS; EXCEPTIONS.**

No purchase of goods, supplies, or services in excess of \$25,000 shall be made until and unless advertisement for bids has been published at least once, not less than 48 hours before the opening of bids, in a newspaper of general circulation in the city, all subject to section 46 of the Charter. However, advertisement shall not be required when:

- (A) Purchases are made by contract established pursuant to § 34.17;
- (B) In unforeseen emergencies, delay would result in the interruption of or detriment to the delivery of public services, as determined by the City Manager;

(C) The purchase consists of supplies or a replacement or supplemental part or parts for a product or equipment owned or leased by the city and the only source of supply is limited to a single supplier;

(D) The purchase is from the federal or state government or agency thereof, or from any political subdivision;

(E) In the sound judgment of the Purchasing Agent, subject to approval of the City Manager, advertisement for bids for any specific purchase would not be of any material benefit to the city.

(F) The purchase consists of professional services for which no possible specifications for bids can be drawn, subject to approval by the City Commission.

(G) The purchase is from a joint purchasing program where the equipment, material, supply or service being purchased was obtained through a competitive sealed bidding process or a competitive sealed proposal process.

#### **§ 34.20 EQUIPMENT HAVING STANDARD SPECIFICATIONS.**

In advertising for bids for the furnishing of articles, commodities, supplies, materials, or equipment for which standard specifications have been adopted, it shall be sufficient to refer thereto by the general trade name and by citing the appropriate standard specification or specifications, and by stating that standard specifications may be examined at the office of the Purchasing Agent. The Purchasing Agent may require bidders to submit samples with their bids in cases in which it is practicable to do so.

#### **§ 34.21 REQUISITIONS; FURNISHING ITEMS.**

(A) Requisitions for articles, commodities, supplies, materials, or equipment by any department or office shall be addressed to the Purchasing Agent, approved by the director of the department or the head of the office, and if the department or office has available a sufficient appropriation balance in excess of all unpaid obligations sufficient to pay for the supply the Purchasing Agent shall either furnish the items requisitioned from the storerooms or warehouses of the city, procure them by purchase under a purchase contract previously made, or procure them by purchases in the market.

(B) Whenever any office or division of the city requires supplies or equipment which another office or division of the city is able to furnish, suitable requisition may be made, and the supplies or equipment may be furnished. In such cases bids need not be obtained. Apportionate charges and credits shall be made to accounts affected by this transaction.

#### **§ 34.22 LOCAL PREFERENCE PURCHASING PROGRAM.**

(A) *Definitions.*

(1) **COMMODITIES.** Goods that can be purchased from a manufacturer or their representative and which are purchased by the city in amounts greater than the amounts required to be bid in the Charter.

(2) **NON-PROFESSIONAL SERVICES.** Janitorial and general maintenance service orders including those for fleet management, buildings, and mowing. In addition, city printing services would be included in this category. Any prevailing wage project would not be considered part of this definition.

(3) **CITY BIDDER/SUPPLIER.** A corporation, sole proprietorship, partnership, or joint venture who maintains a place of business within the corporate limits of the city as now established, or as hereafter established in the manner provided by law, and has filed or paid a payroll or earnings tax to the city in the most recent tax quarter. When proof of situs is required, the city bidder/supplier shall authorize the Department of Income Tax to release the necessary information.

(B) *Local preference.* In awarding purchase orders for commodities and non-professional services, the city may grant a local preference to city bidder/supplier within the city. In determining the lowest responsible bidder or supplier, a 5% local preference on all local bids exceeding the lowest, responsible, non-city bidder/supplier bids may be computed on the amount of the low bid meeting specifications by a non-city bidder/supplier. The preference may be applied up to a maximum of 5%, but not to exceed \$10,000.

(C) *Ties.*

(1) Ties between city bidder/supplier and one or more non-city bidder/supplier(s) meeting specifications shall be broken in favor of the city bidder/supplier.

(2) Ties between two or more city bidder/suppliers(s) meeting specifications will be broken through a coin toss method until the winner remains.

(D) *City Manager authorization.* The City Manager or his or her designee may promulgate rules and regulations to implement this section provided they are not inconsistent with the expressed provisions of this section.

(E) *Savings.* This section may be subject to the application of the laws of the state or the United States of America which may preempt all or a portion of this section.

(F) *Local preference certification and waiver form.*

(1) This section provides for a local preference in the purchase of commodities and non-professional services by the city.

(2) The rules and regulations adopted by the city of the administration of this section require that bidders claiming local preference complete the following form for each bid. Failure to properly complete and return this form may result in not being qualified to receive preference under this section.

PREFERENCE CLAIMED – City Bidder/Supplier

BUSINESS NAME: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

COUNTY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

FEDERAL I.D. NO.: \_\_\_\_\_

If incorporated. If a sole proprietorship, use Social Security Number of owner.

#### TESTIMONY AND AUTHORIZATION

The undersigned, on behalf of the aforementioned business concern, hereby authorizes the City of Piqua Department of Income Tax to provide proof of status pursuant to the Ordinance to the City of Piqua Department of Purchasing. In so doing, I authorize the Department of Income Tax to disclose such records as may be necessary to establish qualifications for local preference as required by the Ordinance or any subsequent rules and regulations adopted in the administration of the Ordinance. I, on behalf of the aforementioned business concern, hereby release the City of Piqua and its officers, employees, or agents from any and all liability for the disclosure of any information establishing these qualifications. I further attest to the fact that the business concern is physically located within the Corporate limits and boundaries of the City of Piqua, Ohio. By affixing my signature to this form, I also attest that I am a duly authorized agent of the aforementioned business concern.

\_\_\_\_\_

Type or Print Agent Name

Agent Signature

\_\_\_\_\_

Date

#### § 34.23 JOINT PURCHASING PROGRAM.

(A) The City Manager is hereby authorized to participate in any joint purchasing program operated by or through a national or state association of political subdivisions in which the city is eligible for membership.

(B) Acquisitions of equipment, material, supplies, or services, through participation in joint purchasing program under division (A) of this section, is exempt from any advertisement and competitive bidding requirements otherwise required by law, if the contract in question was awarded pursuant to a publicly solicited request for a proposal or a competitive selection procedure of another political subdivision within this state or in another state.

(C) The City Manager is hereby authorized to agree in the name of the City of Piqua to directly pay the vendor, under each such joint purchasing program contract in which it participates, for items it receives pursuant to the contract, and that the City Manager does hereby agree to directly pay the vendor.

(D) If the expenditure of funds for the purchase of equipment, material, supplies, or services under the proposal available through participation in a joint purchasing program

exceeds the amount specified by ordinance for which such purchases or services may be accomplished without advertisement and competitive bidding, such expenditure shall first be authorized and directed by ordinance.

## **SALE OF PROPERTY**

### **§ 34.31 SALE AND DISPOSAL OF PROPERTY.**

Under the power of local self-government conferred upon cities by Article IV of the Ohio Constitution and as a charter municipality under Article XVII of that Constitution, the City of Piqua has established the procedures described in this chapter for disposal of real and/or personal property interests, including money, in its possession. The custodial care of any such property interest and its disposal under this chapter shall be deemed to constitute a governmental function.

### **§ 34.32 PERISHABLE FOOD, FLAMMABLES, EXPLOSIVES, AND OTHER HAZARDOUS MATERIALS.**

(A) If personal property which has been lost, mislaid, abandoned or stolen comes into the possession of the city, and if it is solid food or is a beverage (collectively referred to as "food") of such a nature that it will spoil if not used almost immediately ("perishable food"), the procedures of this section shall be followed instead of any other procedures described elsewhere in this chapter.

(B) If the city does not know the name or address of the owner of the perishable food, the city may proceed at once to use that food itself or may dispose of it by gift or other transfer to any person or entity, including but not limited to any non-profit organization, or may dispose of it as worthless rubbish.

(C) If the name or address of the owner of the perishable food is known, the city shall make an attempt to give telephone notification to the owner that the perishable food has been left in the possession of the city. If the city is not successful in giving such notice after three attempts within 24 hours or if the property is not taken away by the owners within 24 hours after the notice attempt concluded (or whatever lesser number of hours may be reasonable for notice and/or removal, based on the perishable nature of the food), the city may use that food itself or may dispose of it by gift or other transfer to any person or entity, including but not limited to any non-profit organization, or may dispose of it as worthless rubbish.

(D) The procedures listed in § 34.32 (A), (B), and (C) shall apply to flammables, explosives and/or other hazardous materials coming into the possession of the city.

### **§ 34.33 OPTIONAL PROCEDURE UNDER STATE STATUTE.**

Personal property which has been lost, mislaid, abandoned or stolen and which has come into the possession of this city may be disposed by the city on the basis of an application for disposal of property filed with the municipal court of this county under R.C. § 2933.41, as that statute may be revised and/or renumbered from time to time. In the alternative, this charter city may dispose of such property under other sections of this chapter, and/or such written internal control policy adopted relative to property approved by the Chief of Police without necessity of any court order or judicial proceeding.

**§ 34.34 PROPERTY FOUND BY EMPLOYEES BELONGS TO THE CITY.**

If personal property is found by an employee of this city during the course of his or her employment, that employee shall have a duty to deliver the property into the custody of this city; and any rights which might otherwise accrue to the finder of such property shall thereafter be deemed to belong exclusively to this city.

**§ 34.35 SALE OR DISPOSAL OF SCRAP AND PERSONAL PROPERTY.**

~~(A) Disposal of discarded personal property.~~

~~(1) For purposes of this division (A) the following words and phrases shall have the following meanings ascribed to them respectively.~~

~~**PERSONAL PROPERTY NOT NEEDED FOR PUBLIC PURPOSES.**~~

~~Personal property, other than scrap, which is not needed for any of the departments of the city.~~

~~**SCRAP.** Personal property that has become unsuitable for use or personal property that has been condemned as useless by the City Manager or his or her designee.~~

~~(2) Scrap shall be sold by the purchasing agent for the best price obtainable without advertising for bids.~~

~~(3) Personal property not needed for public purposes, whose cost is less than \$1,000, may be sold by the Purchasing Agent without advertising for bids.~~

~~(4) A personal property item not needed for public purposes with a cost in excess of \$1,000 shall be sold by the Purchasing Agent to the highest and best bidder after advertising for bids, or with the approval of the City Commission by resolution, or by public auction, which shall include internet auctions available to the general public.~~

~~(B) Sale of personal property. All personal property of the city which is not needed by the department or office which has charge of the property shall be turned over to the Purchasing Agent. If any such property is suitable to be used by any other department or office of the city, the Purchasing Agent shall either sell the property at its current value to the other department or office, or place it in the city's storerooms or warehouses until it is needed by some department or office of the city.~~

(A) **PERSONAL PROPERTY NOT NEEDED FOR PUBLIC PURPOSES.** Personal property, other than scrap, which is not needed for any of the departments of the city, may be disposed of as follows:

(1) By sale by sealed bid to the highest and best bidder, following notice on the city website and the public access station at least ten business days prior to the opening of bids.

(2) By live public auction.

(3) By internet auction. Notice of internet auction will be posted on the city website at least five calendar days prior to commencement of bidding.

(4) By sale, donation or agreement to another government jurisdiction without the requirement of competitive bidding.

(5) By trade-in for credit at the time of the purchase of replacement property, provided that trade-in value is established separately from the purchase price of the replacement property, and can be verified to represent fair market value for the traded property.

(6) By destruction upon the determination by the City Manager that the surplus property must be destroyed for public safety reasons.

(7) By donation to an appropriate charitable organization with the approval of the City Manager. No property shall be donated to the benefit of any private individual, private company or for-profit organization.

(B) **COMPUTER EQUIPMENT.** If the personal property is computer equipment which, in the judgment of the IT Director with approval of the City Manager, has no market value because of its age and/or obsolescence, the Purchasing Agent may dispose of such equipment as most beneficial to the City, including donation to a non-profit organization or by discarding such equipment.

(C) **SCRAP.** Personal property that has become unsuitable for use or personal property that has been condemned as useless by the City Manager or his or her designee shall be sold by the purchasing agent for the best price obtainable without advertising for bids.

(D) Any property donated shall be done so by written agreement that includes the proper release language as approved by the Law Director and the acceptance of the property in an "as is" condition.

### **§ 34.36 SALE OR LEASE OF CITY REAL ESTATE.**

No real estate belonging to the city shall be sold or leased except in pursuance of a resolution passed by a majority vote of all members of the City Commission. This resolution shall contain the following.

(A) The reason for selling or leasing the real estate;

(B) Description of the real estate to be sold or leased;

(C) When real estate is to be leased or sold by the city to the United States Government; the State of Ohio (including any department or agency thereof) any political subdivision of the state; any nonprofit corporation, association, or organization; or any specific person or persons,

firm or corporation if, in the sound judgment of the City Manager, the sale or lease would be in the best interest of the city, no advertising for bids shall be required, if the resolution provided for in this section so states.

#### **§ 34.37 ADVERTISEMENT; REPORTING OF BIDS.**

(A) Except for sales or leases provided for in division (C) of this section, when real estate is to be leased or sold by the city, the resolution provided for in § 34.36 shall be advertised, together with all pertinent matters, as in the case of other purchases and sales.

(B) The City Manager shall report to the Commission all bids received in the matter of the lease or sale of real estate, and shall take such action thereon as may be directed and authorized by ordinances of the City Commission. The City Manager shall sign all conveyances for the sale or leasing of real estate of the city.

(C) When real estate is to be leased or sold by the city to the United States Government, the state (including any department or agency thereof), any political subdivision of the state or to any nonprofit corporation, association, or organization, no advertising for bids shall be required if the resolution provided for in § 34.36 so states.

#### **§ 34.38 DISPOSITION OF UNCLAIMED PROPERTY.**

(A) Property that is abandoned and unclaimed for 90 days after being taken into custody by the city may be sold by the Chief of Police at public auction after giving due notice thereof by advertisement published weekly for three consecutive weeks. The Chief of Police may have the proceeds from this auction, in full or part, deposited into the Law Enforcement Trust Fund.

(B) In the alternative, the city may keep the property, or the Chief of Police may contribute proceeds, in full or part, from the auction (see division (A)) to a recognized citizens reward program for use exclusively for the payment of rewards or the Chief of Police may contribute the property to one or more public or nonprofit agencies (provided no part of the net income inures to the benefit of any private agency's shareholder or individual and no substantial part of the agency's activities consist of promulgating propaganda or otherwise attempting to influence legislation or to one or more organizations satisfying IRC 501(c)(3) or (c)(19).

(C) This section shall not apply to property required for disposition pursuant to R.C. § ~~2933.44~~ 2981.01 et seq. or other similar sections of the *Revised Code*, except as provided otherwise in this chapter.

(D) Bicycles that are abandoned and unclaimed for 60 days and have no value may be destroyed or otherwise disposed of by the Chief of Police without public sale.

(E) The Chief of Police or his/her designee shall determine any claimant's rights to possession of the abandoned or unclaimed property. If the claimant is dissatisfied with the decision of the Chief of Police or his or her designee, he or she may appeal the decision to the City Manager or his designee within 7 days of the decision. The City Manager and/or his or her designee shall hold a hearing within 14 days of receipt of the notice of appeal. The decision of the City Manager shall be final.

**§ 34.39 DISPOSITION OF REAL AND PERSONAL PROPERTY WHICH HAS BEEN SEIZED BY AND/OR FORFEITED TO THE CITY.**

(A) A person loses any right he or she may have to possession of property, which was the subject of an offense, was used in a conspiracy or attempt to commit an offense, or was used in the commission of an offense (other than a traffic violation) if the person was a conspirator, accomplice, or offender with regard to the particular offense. In addition, a person loses any right he or she may have had to possession of property when, on the basis of the nature of the property or the circumstances involved, it is unlawful for him or her to acquire or possess it. Any such property shall be deemed to have been forfeited to the city.

(B) Forfeited property in the custody of the city may be disposed of on the basis of an Application for Disposal of Property filed with the Municipal Court of this county under R.C. § 2933.41. In the alternative, this charter city may use any of the following procedures of disposal of such forfeited property, without necessity of any court order or judicial proceedings:

(1) Drugs of abuse, as defined in Ohio statutes, shall be destroyed, or placed in the custody of the Secretary of the Treasury of the United States for disposal or use for medical or scientific purposes under applicable federal law.

(2) Alcoholic beverages, as defined in Ohio statutes, shall be destroyed, or placed in the custody of the Ohio Department of Liquor Control for disposal.

(3) Firearms and dangerous ordnance suitable for police work may be retained by the city as its property for law enforcement purposes. All other firearms shall be disposed of § 34.33 and § 34.38 above.

(4) Obscene materials shall be destroyed.

(5) Any other item of personal or real property forfeited under any law of the United States or the State of Ohio or ordinance of this city may be retained by the city for its own use. If not so retained and if the optional procedure of disposal under state statute is not used (see division (B) of this section) the property shall be disposed of under § 34.33 or § 34.38 above.

**§ 34.40 REIMBURSEMENT OF CITY EXPENSES.**

The right of any owner or finder to claim possession of property pursuant to this chapter shall be conditioned upon reimbursement to the city by that person of all direct expenses incurred by the city for advertising, mailing of notices and for any transportation and storage fees paid to third persons in connection with the property involved.

**LAND REUTILIZATION PROGRAM**

**§ 34.50 LAND REUTILIZATION PROGRAM ESTABLISHED.**

(A) The City of Piqua hereby adopts the procedures set forth in R.C. Chapter 5722.

(B) The proper city officials are hereby authorized to take all necessary and proper actions to adopt and implement the procedures set forth in R.C. Chapter 5722 and the City Manager is

directed to promulgate rules to set up a selection review committee, to delineate property selection and documentation criteria, to establish maintenance and reporting requirements, and to determine the length of time the city may own property for the program.

(C) The Clerk of Commission is hereby directed to transmit certified copies of this section to the County Auditor, the County Treasurer and the County Prosecutor, as provided in R.C. § 5722.02.

SECTION 2. All other sections of Chapter 34 of the Piqua Municipal Code not amended herein shall remain in effect as is.

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

**1<sup>st</sup> Reading 7-19-2011**

**2<sup>nd</sup> Reading 8-2-2011**

\_\_\_\_\_  
WILLIAM D. VOGT, VICE MAYOR

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

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



## LAW DEPARTMENT – Stacy M. Wall, Director

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*For Regular Meeting of City Commission July 19, 2011*

**To: Fred Enderle, City Manager**

**From: Stacy M. Wall, Law Director**

**Date: July 12, 2011**

**Re: Amendment of Chapter 34, City Policy**

***PURPOSE:***

To amend Chapter 34, specifically Section 34.35, Disposal of Personal Property to allow for a variety of disposal methods.

***RECOMMENDATION:***

To adopt the Ordinance amending Chapter 34 to enable the Purchasing Agent to have flexibility in how to dispose of personal property that is no longer of value to the City and cannot be used by any City department.

***BACKGROUND:***

Recently, two departments have had a request to dispose of personal property in a certain manner but were restricted by Section 34.35 and could only sell the property by bid. In both cases, the departments wanted to donate the property as in one case, the property had no value. In the second case, the Fire Department wants to donate equipment to another governmental entity that needs the equipment and by donating it the City would be able to access that equipment as backup if needed.

***ALTERNATIVES:***

1. Adopt the ordinance to allow flexibility in how personal property is disposed of, including the ability to donate;
2. Do not adopt the amended ordinance;
3. Amend the ordinance in some other fashion.

***DISCUSSION:***

It is recommended that the ordinance be adopted in order to allow flexibility in how personal property is disposed when no longer needed for City use. The amendment allows for property to be donated but only to a non-profit entity or other governmental unit. The amendment also provides flexibility in allowing for computer equipment to be declared obsolete and disposed of by means other than by sale. The ordinance continues to distinguish between personal property and scrap continuing to require the scrap to be sold. The amendment would allow for the City to have agreements with other governmental entities in donating property while being able to maintain access for backup use if needed.

***FINANCIAL IMPACT:***

There could be a cost savings by adopting the ordinance. Currently the ordinance requires property to be sold by bid, which is a costly process due to the time involved and the cost of publication. If the code is amended to allow for different disposal methods, the same costs involved in the bidding process would not be expended.

***CONFORMITY TO CITY PLANS & POLICIES:***

The proposed changes are consistent with ensuring disposal is only after the property cannot be used by any other City department and it is of no value to the City. The amendment further states that no for profit entity or individual can benefit from donation of the property, protecting the City's interests in preventing conflicts of interest.

**ORDINANCE NO. 9-11**

**AN ORDINANCE DETERMINING TO PROCEED WITH  
AND LEVYING ASSESSMENTS FOR THE  
IMPROVEMENT OF BROADWAY STREET  
RECONSTRUCTION**

WHEREAS, this Commission did duly adopt Resolution No. R-46-10 on the 6th day of April 2010 declaring therein the necessity of the proposed improvement hereinafter described; and

WHEREAS, pursuant to said resolution, estimated assessments with respect to said improvement were duly prepared and placed on file in the office of the Clerk of this Commission; and

WHEREAS, no objections to said estimated assessments having been filed, the Board of Revision of Assessments heard and determined the equalization of the assessment report; and

WHEREAS, the report of the Board of Revision as reviewed, has been submitted to this Commission and attached hereto; and

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

SEC. 1: The revised assessment report of the Board of Revision of Assessments is hereby approved and the assessments as recommended in said report are hereby approved and shall be filed in the office of the Clerk of this Commission;

SEC. 2: It is hereby determined to proceed with the improvement of Riverside Drive Street Reconstruction Project in accordance with the provisions of said Resolution No. R-46-10 and in accordance with the plans, profiles, specifications and the estimate of cost for said improvement heretofore approved and filed in the office of Clerk of this Commission;

SEC. 3: The final assessments of the cost of said improvement heretofore prepared and filed in the office of said clerk (and as equalized by the Board of Revision of Assessments hereinabove referred to) be and the same hereby are adopted;

SEC. 4: It is further determined that the portion of the cost of said improvement to be assessed against benefited property shall be assessed in the amount, manner and number of installments as provided for in said resolution declaring the necessity of said improvement;

SEC. 5: All claims for damages resulting from said improvement that may be filed in accordance with law shall be inquired into after completion of said improvement;

SEC. 6: There be and hereby are levied and assessed upon the lots and lands bounding and abutting upon said improvement the several amounts reported in said assessment report (which assessments are at the rate of \$10.00 per front foot of curb and gutter removed and installed, \$3.25 per square foot of 4" sidewalk removed and installed, \$42.50 per square yard of 6" driveway with sidewalk removed and installed). Said assessments do not exceed any statutory limitation;

SEC. 7: It is hereby determined that the assessments in the revised assessment report as recommended by the Board of Revision of Assessments are based upon the actual cost of said improvement;

SEC. 8: The total assessment against each lot and parcel of land shall be payable in cash to the Finance Director of the City within thirty days after completion of this improvement, or, at the option of the property owner assessed, in five or ten annual installments with interest at the same rate as is borne by the bonds issued in anticipation of the collection of such assessments and installments thereof which have not been paid at the expiration of said thirty day period shall be certified by the Clerk of this Commission to the County Auditor to be placed by him on the tax duplicate and collected at the same time and in the same manner as other taxes are collected, as provided by law;

SEC. 9: The Clerk of this Commission be, and she hereby is, authorized and directed to cause notice of the passage of this ordinance to be published once in a newspaper of general circulation in the City as required by law;

SEC. 10: The Clerk of this Commission is authorized and directed to keep said adjusted assessments on file in her office for so long as any of them remain unpaid;

SEC. 11: The Clerk of this Commission be, and she hereby is, authorized and directed to cause notice of the levy of the assessments herein provided for to be filed with the County Auditor within thirty days after passage of this ordinance;

SEC. 12: This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

**1<sup>st</sup> Reading 8-2-2011**

\_\_\_\_\_  
WILLIAM D. VOGT, VICE MAYOR

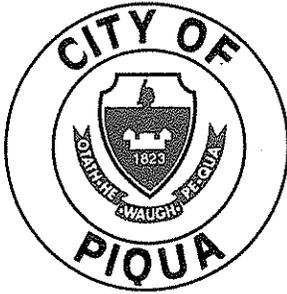
PASSED: \_\_\_\_\_

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

**Broadway Reconstruction - Phase II  
Project # 07-11  
Bid Quantity Assessments**

PARCEL # N4-	OWNER	LOT #	LOCATION	TOTAL COST PER PARCEL	Admin. Costs		Total 5-Year Costs With		Jun. '12	Dec. '12	Jun. '13	Dec. '13	Jun. '14	Dec. '14	Jun. '15	Dec. '15	Jun. '16	Total Payment
					Interest	Admin&Int	Admin & Int.	Admin & Int.										
49010	Scott J & Ginger E. Ponchillia	4240	1608 Broadway	\$674.11	\$101.12	\$208.31	\$310.43	\$984.54	\$112.41	\$105.43	\$105.43	\$88.45	\$98.45	\$91.48	\$91.48	\$84.51	\$84.49	\$984.54
48930	Charles P. & Jennifer D. Morris	4223	1720 Broadway	\$400.00	\$80.00	\$124.20	\$184.20	\$584.20	\$86.70	\$82.56	\$82.56	\$58.42	\$58.42	\$54.28	\$54.28	\$50.15	\$50.13	\$584.20
53100	Charles E. & Debra S. Barga	4635	1308 Broadway	\$2,407.21	\$361.08	\$747.44	\$1,109.52	\$3,515.73	\$401.40	\$376.49	\$376.49	\$351.57	\$351.57	\$328.86	\$328.86	\$301.75	\$301.74	\$3,515.73
53120	Cheryl S. England	4838	1402 Broadway	\$1,892.25	\$283.84	\$597.54	\$871.38	\$2,763.63	\$315.53	\$295.85	\$295.85	\$276.36	\$276.36	\$256.78	\$256.78	\$237.20	\$237.18	\$2,763.63
95400	Lloyd & Joyce Ridenour	176	1404 Broadway	\$708.95	\$108.04	\$218.51	\$325.55	\$1,032.50	\$117.88	\$110.57	\$110.57	\$103.25	\$103.25	\$95.93	\$95.93	\$88.83	\$88.81	\$1,032.50
53140	Durbin P. & Rita J. Lawson	4838	1408 Broadway	\$920.00	\$138.00	\$285.86	\$423.66	\$1,343.66	\$153.41	\$143.89	\$143.89	\$134.37	\$134.37	\$124.84	\$124.84	\$115.33	\$115.31	\$1,343.66
48140	Michelle L. Bednarczyk	4254	1502 Broadway	\$920.00	\$138.00	\$285.86	\$423.66	\$1,343.66	\$153.41	\$143.89	\$143.89	\$134.37	\$134.37	\$124.84	\$124.84	\$115.33	\$115.31	\$1,343.66
48110	Daria S. Flora	4251	1508 Broadway	\$1,070.42	\$160.56	\$332.36	\$492.92	\$1,563.34	\$178.49	\$167.41	\$167.41	\$156.33	\$156.33	\$145.25	\$145.25	\$134.18	\$134.18	\$1,563.34
49080	Kirk E. Klingler	4247	1516 Broadway	\$654.13	\$143.12	\$298.26	\$439.38	\$1,393.51	\$159.10	\$148.23	\$148.23	\$139.35	\$139.35	\$128.48	\$128.48	\$118.81	\$118.58	\$1,393.51
49050	Richard D. Henson	4244	1600 Broadway	\$920.00	\$138.00	\$285.86	\$423.66	\$1,343.66	\$153.41	\$143.89	\$143.89	\$134.37	\$134.37	\$124.84	\$124.84	\$115.33	\$115.31	\$1,343.66
49030	Jeffery A. & Constance M. Stephenson	4242	1604 Broadway	\$920.00	\$138.00	\$285.86	\$423.66	\$1,343.66	\$153.41	\$143.89	\$143.89	\$134.37	\$134.37	\$124.84	\$124.84	\$115.33	\$115.31	\$1,343.66
48020	Kenneth F. & Cathryn Ann Stambaugh	4241	1606 Broadway	\$920.00	\$138.00	\$285.86	\$423.66	\$1,343.66	\$153.41	\$143.89	\$143.89	\$134.37	\$134.37	\$124.84	\$124.84	\$115.33	\$115.31	\$1,343.66
48000	Jessiea Lutz	4239	1610 Broadway	\$655.00	\$128.25	\$285.48	\$393.73	\$1,248.73	\$142.57	\$133.72	\$133.72	\$124.87	\$124.87	\$116.02	\$116.02	\$107.18	\$107.18	\$1,248.73
48970	Tara Swartz	4236	1616 Broadway	\$818.00	\$122.40	\$253.37	\$375.77	\$1,191.77	\$136.07	\$127.62	\$127.62	\$119.18	\$119.18	\$110.73	\$110.73	\$102.30	\$102.27	\$1,191.77
48930	Richard R. Chavere	4233	1700 Broadway	\$952.60	\$142.88	\$295.75	\$438.63	\$1,391.13	\$159.83	\$148.87	\$148.87	\$138.11	\$138.11	\$128.25	\$128.25	\$118.41	\$118.40	\$1,391.13
48910	BAC Home Loans Servicing LP	4231	1704 Broadway	\$1,260.94	\$186.14	\$391.52	\$580.66	\$1,841.80	\$210.26	\$197.21	\$197.21	\$184.16	\$184.16	\$171.11	\$171.11	\$158.07	\$158.05	\$1,841.80
48900	Jennifer K. Dever	4230	1706 Broadway	\$1,256.93	\$186.54	\$390.28	\$576.82	\$1,835.75	\$208.59	\$196.58	\$196.58	\$183.58	\$183.58	\$170.57	\$170.57	\$157.37	\$157.34	\$1,835.75
48880	Elisabeth R. Cooke Katz	4228	1710 Broadway	\$959.00	\$143.85	\$297.77	\$441.82	\$1,400.82	\$159.81	\$148.89	\$148.89	\$140.06	\$140.06	\$130.14	\$130.14	\$120.22	\$120.20	\$1,400.82
48870	Mark Carnes	4227	1712 Broadway	\$920.00	\$138.00	\$285.86	\$423.66	\$1,343.66	\$153.41	\$143.89	\$143.89	\$134.37	\$134.37	\$124.84	\$124.84	\$115.33	\$115.31	\$1,343.66
48840	William R. & Cheryl L. McGill	4224	1718 Broadway	\$400.00	\$60.00	\$124.20	\$184.20	\$584.20	\$86.70	\$82.56	\$82.56	\$58.42	\$58.42	\$54.28	\$54.28	\$50.15	\$50.13	\$584.20
51670	Kimberly L. Neal	4488	1403 Broadway	\$400.00	\$60.00	\$124.20	\$184.20	\$584.20	\$86.70	\$82.56	\$82.56	\$58.42	\$58.42	\$54.28	\$54.28	\$50.15	\$50.13	\$584.20
97800	Catherine J. Mackellar	252	1505 Broadway	\$2,334.63	\$350.19	\$724.80	\$1,075.09	\$3,408.72	\$388.30	\$365.14	\$365.14	\$340.87	\$340.87	\$316.81	\$316.81	\$282.88	\$282.82	\$3,408.72
98160	Kimberly A. Ramer	252	1511 Broadway	\$1,971.00	\$285.65	\$612.00	\$907.65	\$2,878.65	\$328.86	\$308.27	\$308.27	\$287.87	\$287.87	\$267.46	\$267.46	\$247.08	\$247.05	\$2,878.65
97920	B First Properties Limited	252	1603 Broadway	\$2,370.72	\$355.91	\$736.11	\$1,091.72	\$3,482.44	\$395.32	\$370.78	\$370.78	\$346.24	\$346.24	\$321.71	\$321.71	\$287.18	\$287.18	\$3,482.44
97980	Pamela J. Maher	252	1623 Broadway	\$1,074.00	\$161.10	\$333.48	\$494.58	\$1,598.58	\$178.08	\$167.97	\$167.97	\$156.86	\$156.86	\$145.74	\$145.74	\$134.64	\$134.62	\$1,598.58
97980	Ted & Katherine I. Hartley	252	1701 Broadway	\$1,862.00	\$249.30	\$516.05	\$785.35	\$2,427.35	\$277.14	\$259.94	\$259.94	\$242.74	\$242.74	\$225.53	\$225.53	\$208.34	\$208.31	\$2,427.35
98320	Federal National Mortgage Association	252	1705 Broadway	\$2,261.17	\$338.18	\$702.08	\$1,041.27	\$3,302.44	\$377.05	\$353.65	\$353.65	\$330.24	\$330.24	\$306.84	\$306.84	\$283.45	\$283.43	\$3,302.44
98380	Jody L. Stahl	252	1715 Broadway	\$361.44	\$54.22	\$112.23	\$166.45	\$527.89	\$60.27	\$56.53	\$56.53	\$52.79	\$52.79	\$48.05	\$48.05	\$45.32	\$45.28	\$527.89
98300	Thomas K. & Sondra J. Schnelder	252	1721 Broadway	\$3,977.78	\$551.87	\$1,141.95	\$1,693.92	\$5,371.40	\$613.27	\$575.21	\$575.21	\$537.14	\$537.14	\$498.07	\$498.07	\$461.02	\$461.00	\$5,371.40
				\$36,236.18	\$5,435.74	\$11,251.86	\$16,687.70	\$52,825.98	\$6,042.70	\$5,687.68	\$5,687.68	\$5,282.60	\$5,282.60	\$4,917.48	\$4,917.48	\$4,542.76	\$4,542.18	\$52,825.98





## FINANCE DEPARTMENT

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

July 27, 2011

Fred Enderle  
City Manager

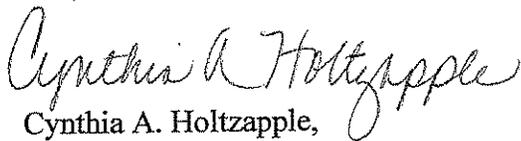
RE: Special Assessments for Broadway Street Reconstruction

I am requesting this ordinance be placed on the agenda for the city commission meeting of August 2, 2011. This is for authorization to certify the unpaid sidewalk, curb and gutter assessments to the county auditor's office to be placed on the property tax duplicate. The project costs are either paid by the property owner or, at their choice, financed for a five or ten year period. Following is a breakdown of the property owners' payments and choices as of today; however, we will continue to accept payments here in the office until August 31, 2011. Assessments must be to the county auditor's office by September 12<sup>th</sup>, 2011.

	<u>PRINCIPAL</u>	<u>INTEREST &amp; ADMIN</u>
Original Total Property Owners' Costs	\$ 98,249.54	
Paid in Cash	\$ 48,170.68	
Choice of Five Year Financing by Property Owners	\$ 36,238.18	\$ 16,687.70
Choice of Ten Year Financing by Property Owners	\$ 13,840.68	\$ 9,954.88

If you need any additional information, please let me know.

Sincerely,



Cynthia A. Holtzapple,  
Assistant City Manager/Finance Director



Exhibit A  
 Broadway Reconstruction - Phase II  
 Project # 07-11  
 Bid Quantity Assessments

PARCEL # N44-	OWNER	LOT #	LOCATION	TOTAL COST PER PARCEL	Total 5-Year	Total 5-Year Costs With	Total 10-Year	Total 10-Year Costs With
					Admin. & Int.	Admin. & Int.	Admin. & Int.	Admin. & Int.
53100	Charles E. & Debra S. Barga	4635	1308 Broadway	\$2,407.21	\$1,108.52	\$3,515.73		
53120	Cheryl S. England	4636	1402 Broadway	\$1,892.25	\$871.38	\$2,763.63		
95400	Lloyd & Joyce Ridenour	176	1404 Broadway	\$706.95	\$325.55	\$1,032.50		
53140	Durbin P. & Rita J. Lawson	4638	1408 Broadway	\$820.00	\$423.66	\$1,343.66		
49140	Michelle L. Bednarczyk	4254	1502 Broadway	\$820.00	\$423.66	\$1,343.66		
49110	Darla S. Flora	4251	1508 Broadway	\$1,070.42	\$492.92	\$1,563.34		
49080	Kirk E. Kingler	4247	1516 Broadway	\$954.13	\$439.38	\$1,393.51		
49050	Richard D. Henson	4244	1600 Broadway	\$820.00	\$423.66	\$1,343.66		
49030	Jeffery A. & Constance M. Stephenson	4242	1604 Broadway	\$820.00	\$423.66	\$1,343.66		
49020	Kenneth F. & Cathryn Ann Stambaugh	4241	1606 Broadway	\$820.00	\$423.66	\$1,343.66		
49010	Scott J & Ginger E. Ponchillia	4240	1608 Broadway	\$674.11	\$310.43	\$984.54		
49000	Jessica Lutz	4239	1610 Broadway	\$855.00	\$393.73	\$1,248.73		
48970	Tara Swarts	4236	1616 Broadway	\$816.00	\$375.77	\$1,191.77		
48930	Richard R. Chavers	4233	1700 Broadway	\$952.50	\$438.53	\$1,391.13		
48910	BAC Home Loans Servicing LP	4231	1704 Broadway	\$1,280.84	\$580.66	\$1,861.50		
48900	Jennifer K. Dever	4230	1706 Broadway	\$1,256.93	\$578.82	\$1,835.75		
48880	Elisabeth R. Cooke Katz	4228	1710 Broadway	\$959.00	\$441.62	\$1,400.62		
48870	Mark Carnes	4227	1712 Broadway	\$920.00	\$423.66	\$1,343.66		
48840	William R. & Cheri L. McGill	4224	1718 Broadway	\$400.00	\$184.20	\$584.20		
48830	Charles P. & Jennifer D. Morris	4223	1720 Broadway	\$400.00	\$184.20	\$584.20		
51670	Kimberly L. Neal	4498	1403 Broadway	\$400.00	\$184.20	\$584.20		
97900	Catherine J. Mackellar	252	1505 Broadway	\$2,334.63	\$1,075.09	\$3,409.72		
98160	Kimberly A. Raemer	252	1511 Broadway	\$1,871.80	\$907.65	\$2,779.45		
97920	B First Properties Limited	252	1603 Broadway	\$2,370.72	\$1,091.72	\$3,462.44		
97980	Pamela J. Maher	252	1623 Broadway	\$1,074.00	\$494.58	\$1,568.58		
97880	Ted & Katherine I. Hartley	252	1701 Broadway	\$1,662.00	\$765.35	\$2,427.35		
98320	Federal National Mortgage Association	252	1705 Broadway	\$2,261.17	\$1,041.27	\$3,302.44		
98380	Jody L. Stahl	252	1715 Broadway	\$361.44	\$166.45	\$527.89		
98300	Thomas K. & Sondra J. Schneider	252	1721 Broadway	\$3,877.78	\$1,693.62	\$5,571.40		
49070	Keith & Julie Murphy	4246 & 4245	1518 Broadway	\$2,180.94			\$1,568.64	\$3,749.58
48980	Michael B. & Tracy L. Leonard	4237	1614 Broadway	\$820.00			\$661.71	\$1,581.71
48860	Douglas Henderson	4226	1714 Broadway	\$959.00			\$689.76	\$1,648.76
51610	Garon M. Douglas	4492	1303 Broadway	\$959.00			\$689.76	\$1,648.76
95480	Frances C. Shefbuch	177	1409 Broadway	\$4,136.96			\$2,975.56	\$7,112.46
98040	West Michelle Investments, LLC	252	1609 Broadway	\$1,786.83			\$1,285.17	\$3,072.00
98020	Kyle C. & Sarah Jane Magoteaux	252	1611 Broadway	\$1,136.89			\$817.70	\$1,954.59
97950	Steven A. & Nicole R. Palsgrove	252	1707 Broadway	\$1,761.06			\$1,266.64	\$3,027.70
				\$50,078.86	\$16,887.70	\$52,925.88	\$9,954.88	\$23,795.56

**ORDINANCE NO. 10-11**

**AN ORDINANCE TO LEVY SPECIAL ASSESSMENTS  
TO PAY FOR THE COST OF NUISANCE ABATEMENT  
ASSESSMENTS RELATING TO A STORMWATER  
IMPROVEMENT**

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 and parcel of land shall be payable in cash to the Finance Director of the City within thirty days after completion of this improvement, or, at the option of the property owner assessed, in five installments with interest at the same rate as is borne by the bonds issued in anticipation of the collection of such assessments and installments thereof which have not been paid at the expiration of said thirty day period shall be certified by the Clerk of this Commission to the County Auditor to be placed by him on the tax duplicate and collected at the same time and in the same manner as other taxes are collected, as provided by law. Said assessment shall include the cost of publishing and serving of any and all notices, ordinances and resolutions required.

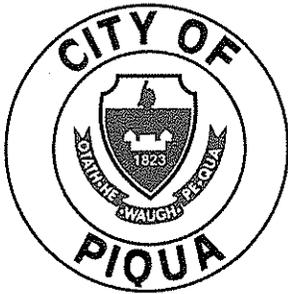
SEC. 3: This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

**1<sup>st</sup> Reading 8-2-2011**

\_\_\_\_\_  
WILLIAM D. VOGT, VICE MAYOR

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

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)

July 27, 2011

Fred Enderle  
City Manager

RE: Special Assessments for Stormwater Improvements per Nuisance Abatement

I am requesting this ordinance be placed on the agenda for the city commission meeting of August 2, 2011. This is for authorization to certify the unpaid Stormwater Improvement assessment to the county auditor's office to be placed on the property tax duplicate. Following is a breakdown of the property owners' principal, interest and administrative costs for five year financing per the property owner's choice. Assessments must be to the county auditor's office by September 12<sup>th</sup>, 2011.

	<u>PRINCIPAL</u>	<u>INTEREST &amp; ADMIN</u>
Choice of Five Year Financing by Property Owner	\$2,725.66	\$3,980.83

If you need any additional information, please let me know.

Sincerely,

Cynthia A. Holtzapple,  
Assistant City Manager/Finance Director

PARCEL #	OWNER	ADDRESS	TOTAL COST PER PARCEL	ADMIN COSTS	TOTAL INTEREST	TOTAL ADMIN & INT	TOTAL COSTS WITH ADMIN & INT	Dec-11	Jun-12	Dec-12	Jun-13	Dec-13	Jun-14	Dec-14	Jun-15	Dec-15	Jun-16	TOTAL PAYMENTS
N44-065220	Carolyn Copeland	1534 Garfield St.	\$2,725.66	408.85	846.32	1,255.17	3,980.83	454.50	454.50	426.30	426.30	398.08	398.08	368.87	368.87	341.67	341.66	\$3,980.83

**ORDINANCE NO. 11-11**

**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 remained 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.

\_\_\_\_\_  
WILLIAM D. VOGT, VICE MAYOR

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

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



## FINANCE DEPARTMENT

---

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 10, 2011

Mr. Bill Murphy,  
Interim 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 16, 2011. This is for authorization to certify the unpaid billings for property maintenance, 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 \$27,252.54 will be assessed for collection in two installments during the year of 2012.

We have sent billings to the property owners and are accepting payments in the Finance office through August 31, 2011. Assessments must be to the County Auditor's Office by September 12, 2011; therefore, we are requesting this as the first reading with passage by City Commission on September 6, 2011.

If you need additional information, please let me know.

Sincerely,

Cynthia A. Holtzapple,  
Director of Finance

**2011 NUISANCE ABATEMENT ASSESSMENTS  
EXHIBIT "A"**

	INVOICE	LOCATION	LOT NO.	PARCEL	TYPE	AMOUNT	DUE	DUE
	NO.			NO.			DEC 2011	JUNE 2012
Aaron McVety	023-11	1224 Marwood Dr.	6180	N44067510	Grass	\$87.50	\$43.75	\$43.75
Ann Wead	020-11	114 Cassell St.	1459	N44022330	Grass	\$152.50	\$76.25	\$76.25
Ann Wead	071-11	114 Cassell St.	1459	N44022330	Grass	\$535.00	\$267.50	\$267.50
Ann Wead	157-10	114 Cassell St.	1459	N44022330	Grass	\$135.00	\$67.50	\$67.50
Annette Silvers	162-10	1300 South St.	2597	N44033455	Grass	\$70.00	\$35.00	\$35.00
Anthony Bey	026-11	1513 Andover Ave.	7014	N44073035	Grass	\$297.50	\$148.75	\$148.75
Ashton Smith	109-11	535 S. Main St.	998	N44016450	Grass	\$87.50	\$43.75	\$43.75
Bank of NY Mellon Trust Co.	067-11	623 Cottage Ave.	818	N44013780	Grass	\$87.50	\$43.75	\$43.75
BAS Home Loans Servicing LP	168-10	727 W. Greene St.	1597	N44024090	Brush	\$275.00	\$137.50	\$137.50
BAS Home Loans Servicing LP	169-10	727 W. Greene St.	1597	N44024090	Brush	\$170.00	\$85.00	\$85.00
Bethany Center Inc.	110-11	339 South St.	OL 54	N44250382	Brush	\$70.00	\$35.00	\$35.00
Brenda Tucker	184-10	910 Gordon St.	2844	N44035860	Brush	\$153.80	\$76.90	\$76.90
Brian Ross	058-11	112 Grant St.	1061	N44017460	Grass	\$87.50	\$43.75	\$43.75
Carmen Barhorst	106-11	1530 Washington Ave.	2005	N44027680	Grass	\$70.00	\$35.00	\$35.00
Carnes Investments	002-11	1014 Broadway	1140	N44018880	Brush	\$80.00	\$40.00	\$40.00
Chad Lee	034-11	515 N. College St.	916	N44015290	Grass	\$70.00	\$35.00	\$35.00
Charles Dodd	029-11	318 Cleveland St.	3593	N44043180	Grass	\$205.00	\$102.50	\$102.50
CSB3 Properties LLC	177-10	1129 Washington Ave.	1828	N44026320	Trash	\$80.00	\$40.00	\$40.00
CSB3 Properties LLC	103-11	802 Park Ave.	4569	N44052490	Brush	\$65.00	\$32.50	\$32.50
Cynthia Thomas	038-11	1214 S. Roosevelt Ave.	6556	N44071180	Grass	\$87.50	\$43.75	\$43.75
Cynthia Thomas	084-11	1214 S. Roosevelt Ave.	6556	N44071180	Grass	\$87.50	\$43.75	\$43.75
Darrick Jones	056-11	1114 Lenox St.	4991-92	N44056430	Grass	\$105.00	\$52.50	\$52.50
David Steele	024-11	1110 Marwood Dr.	7251	N44073316	Grass	\$140.00	\$70.00	\$70.00
David Steele	068-11	1110 Marwood Dr.	7251	N44073316	Grass	\$105.00	\$52.50	\$52.50
Douglas Ufheil	035-11	424 Cleveland St.	3646	N44043810	Grass	\$87.50	\$43.75	\$43.75
Douglas Ufheil	098-11	424 Cleveland St.	3646	N44043810	Trash	\$45.00	\$22.50	\$22.50
Edward McCrossin	049-11	419 Y St.	255	N44098560	Grass	\$157.50	\$78.75	\$78.75
Edward McCrossin	077-11	419 Y St.	255	N44098560	Grass	\$70.00	\$35.00	\$35.00
Federal Home Loan Mtg.	009-11	900 Lindsey St.	1934	N44027150	Grass	\$140.00	\$70.00	\$70.00
Federal National Mortgage Assoc.	052-11	626 W. Greene St.	911	N44015200	Grass	\$87.50	\$43.75	\$43.75
Federal National Mortgage Assoc.	179-10	626 W. Greene St.	911	N44015200	Trash	\$45.00	\$22.50	\$22.50
Fifth Third Mtg. Co.	089-11	635 W. Greene St.	905	N44015040	Grass	\$87.50	\$43.75	\$43.75
Forest Martin	015-11	706 Leonard St.	2436	N44032030	Grass	\$570.00	\$285.00	\$285.00
Forest Martin	108-11	706 Leonard St.	2436	N44032030	Grass	\$535.00	\$267.50	\$267.50
Forest Martin	166-10	706 Leonard St.	2436	N44032030	Grass	\$535.00	\$267.50	\$267.50
Forest Martin	170-10	706 Leonard St.	2436	N44032030	Brush	\$190.00	\$95.00	\$95.00
Frances Marshall	025-11	710 Brice Ave.	2204	N44029720	Grass	\$70.00	\$35.00	\$35.00
Frances Marshall	097-11	710 Brice Ave.	2204	N44029720	Trash	\$50.00	\$25.00	\$25.00
Frances Marshall	105-11	710 Brice Ave.	2204	N44029720	Grass	\$70.00	\$35.00	\$35.00
Fred Hall	027-11	1312 South St.	2603	N44033500	Grass	\$535.00	\$267.50	\$267.50
Fred Hall	074-11	1312 South St.	2603	N44033500	Grass	\$657.50	\$328.75	\$328.75
Fred Hall	183-10	1312 South St.	2603	N44033500	Grass	\$587.50	\$293.75	\$293.75
Gary Ditmer	001-11	507 Gray St.	2802	N44035460	Maintenance	\$135.00	\$67.50	\$67.50
Gary Ditmer	046-11	507 Gray St.	2802	N44035460	Grass	\$185.00	\$92.50	\$92.50
Gary Ditmer	088-11	507 Gray St.	2802	N44035460	Grass	\$552.50	\$276.25	\$276.25
Gary Kloecker	003-11	1511 W. High St.	123	N44093780	Trash	\$70.00	\$35.00	\$35.00
Graydon Satterfield II	176-10	610 Lindsey St.	4380	N44050330	Trash	\$50.00	\$25.00	\$25.00
Gregory McClay	008-11	613 Adams St.	OL 53	N44090720	Maintenance	\$70.00	\$35.00	\$35.00
Gregory McClay	054-11	613 Adams St.	OL 53	N44090720	Grass	\$105.00	\$52.50	\$52.50
Gregory McClay	087-11	613 Adams St.	OL 53	N44090720	Grass	\$135.00	\$67.50	\$67.50
Harbour Portfolio VI LP	104-11	432 S. Wayne St.	357	N40078310	Grass	\$70.00	\$35.00	\$35.00
Harold Kinniard	161-10	212 Garnsey St.	756	N44013070	Grass	\$87.50	\$43.75	\$43.75
Hope Chapel	032-11	624 Broadway	264	N44250450	Grass	\$710.00	\$355.00	\$355.00
Hope Chapel	073-11	624 Broadway	264	N44250450	Grass	\$535.00	\$267.50	\$267.50
Hope Chapel	111-11	624 Broadway	264	N44250450	Grass	\$605.00	\$302.50	\$302.50
Hope Chapel	164-10	624 Broadway	264	N44250450	Grass	\$552.50	\$276.25	\$276.25
HUD	186-10	907 Park Ave.	1642	N44024630	Trash	\$60.00	\$30.00	\$30.00
Jack Sparadlin S. Jr.	178-10	325 Cleveland St.	362	N44043590	Trash	\$70.00	\$35.00	\$35.00
Jackoline Hicks	059-11	625 Miami St.	2343-44	N44031090	Grass	\$140.00	\$70.00	\$70.00
James Valandingham	060-11	1509 Grant St.	6500	N44070620	Grass	\$535.00	\$267.50	\$267.50
James Valandingham	080-11	1509 Grant St.	6500	N44070620	Grass	\$552.50	\$276.25	\$276.25
James Valandingham	101-11	1509 Grant St.	6500	N44070620	Trash	\$510.00	\$255.00	\$255.00
James Valandingham	165-10	1509 Grant St.	6500	N44070620	Grass	\$135.00	\$67.50	\$67.50
Jamie Jones	039-11	456 Riverside Dr.	1113	N44018400	Grass	\$87.50	\$43.75	\$43.75
Jeanne Fabiano	007-11	1001 W. High St.	1431	N44022060	Trash	\$115.00	\$57.50	\$57.50
John Probst	016-11	633 S. Downing St.	759	N44013140	Grass	\$570.00	\$285.00	\$285.00
John Ross	091-11	905 Blaine Ave.	3167	N44039040	Grass	\$105.00	\$52.50	\$52.50
John Ross	043-11	905 Blaine Ave.	3167	N44039040	Grass	\$105.00	\$52.50	\$52.50
Joseph Mueller	050-11	754 S. Wayne St.	3209	N44039430	Grass	\$140.00	\$70.00	\$70.00

2011 NUISANCE ABATEMENT ASSESSMENTS  
EXHIBIT "A"

	INVOICE	LOCATION	LOT NO.	PARCEL	TYPE	AMOUNT	DUE	DUE
	NO.			NO.			DEC 2011	JUNE 2012
Joyce Alexander	159-10	630 Wood St.	1568	N44023710	Brush	\$70.00	\$35.00	\$35.00
Julie Rank	036-11	753 Gordon St.	2399	N44031650	Grass	\$140.00	\$70.00	\$70.00
Keith Helmandollar	048-11	1001 Nicklin Ave.	4657	N44053330	Grass	\$70.00	\$35.00	\$35.00
Kenneth Huber	061-11	500 McKinley Ave.	2788	N44035320	Grass	\$87.50	\$43.75	\$43.75
Kenneth Huber	086-11	500 McKinley Ave.	2788	N44035320	Grass	\$87.50	\$43.75	\$43.75
Kory Bryant	051-11	218 E. Water St.	43	N44000020	Grass	\$143.74	\$71.87	\$71.87
Kory Bryant	100-11	218 E. Water St.	143	N44000020	Trash	\$300.00	\$150.00	\$150.00
Leonar Roncal	012-11	121 Carr St.	4817	N44054860	Grass	\$70.00	\$35.00	\$35.00
Leonar Roncal	096-11	121 Carr St.	4817	N44054860	Brush	\$125.00	\$62.50	\$62.50
Lois Emerson	018-11	701 S. Downing St.	755	N44013060	Grass	\$140.00	\$70.00	\$70.00
Lois Emerson	095-11	701 S. Downing St.	755	N44013060	Trash	\$45.00	\$22.50	\$22.50
Margo Gibson	053-11	829 W. Water St.	1345	N44020920	Grass	\$310.00	\$155.00	\$155.00
Margo Gibson	081-11	829 W. Water St.	1345	N44020920	Grass	\$135.00	\$67.50	\$67.50
Mark Carnes	181-10	1121 Washington Ave.	1831	N44026360	Trash	\$60.00	\$30.00	\$30.00
Mark McClure	045-11	304 Cedarbrook Dr.	5185	N44057800	Grass	\$152.50	\$76.25	\$76.25
Mary Atkins	022-11	358 Ellerman St.	2370	N44031320	Grass	\$552.50	\$276.25	\$276.25
Mary Atkins	064-11	358 Ellerman St.	2370	N44031320	Grass	\$605.00	\$302.50	\$302.50
Mary Atkins	092-11	358 Ellerman St.	2370	N44031320	Grass	\$535.00	\$267.50	\$267.50
Mary Atkins	156-10	358 Ellerman St.	2370	N44031320	Grass	\$535.00	\$267.50	\$267.50
Mary Kindell	021-11	427 McKinley Ave.	2614	N44033620	Grass	\$552.50	\$276.25	\$276.25
Mary Kindell	065-11	427 McKinley Ave.	2614	N44033620	Grass	\$552.50	\$276.25	\$276.25
Mary Kindell	158-10	427 McKinley Ave.	2614	N44033620	Grass	\$535.00	\$267.50	\$267.50
Mary Kindell	062-11	329 Harrison St.	4755-56	N44054300	Grass	\$70.00	\$35.00	\$35.00
Mary Kindell	160-10	329 Harrison St.	4755	N44054300	Brush	\$122.50	\$61.25	\$61.25
Michael Barhorst	072-11	523 Brice Ave.	2192	N44029600	Grass	\$87.50	\$43.75	\$43.75
Michael Boggs	044-11	208 Renche St.	6964	N44072978	Grass	\$87.50	\$43.75	\$43.75
Michael Boggs	079-11	208 Renche St.	6964	N44072978	Grass	\$240.00	\$120.00	\$120.00
Michael Boggs	094-11	208 Renche St.	6964	N44072978	Brush	\$110.00	\$55.00	\$55.00
Michael Wilcox	070-11	1131 Chevy Ln.	8040	N44077324	Grass	\$70.00	\$35.00	\$35.00
Michael Wilcox	057-11	1131 Chevy Ln.	8040	N44077324	Grass	\$70.00	\$35.00	\$35.00
MidFirst Bank	040-11	407 Lincoln St.	1583	N44023910	Grass	\$175.00	\$87.50	\$87.50
Nathan Gober	076-11	529 W. Water St.	435	N44008735	Grass	\$535.00	\$267.50	\$267.50
Nathan Gober	171-10	529 W. Water St.	435	N44008735	Grass	\$117.50	\$58.75	\$58.75
Patrick Jacomet	004-11	514 Spring St.	116	N44002910	Brush	\$70.00	\$35.00	\$35.00
Patrick Jacomet	174-10	514 Spring St.	116	N44002910	Grass	\$70.00	\$35.00	\$35.00
Paul Owen & Lori Dorman	085-11	1814 Carol Dr.	7279	N44073358	Grass	\$87.50	\$43.75	\$43.75
Piqua Investment Corp.	005-11	533 S. Downing St.	366	N44007480	Trash	\$55.00	\$27.50	\$27.50
Piqua Investment Corp.	173-10	263 E. Main St.	3526	N44042490	Brush	\$105.00	\$52.50	\$52.50
PNMAC Mortgage Co.	028-11	226 E. Main St.	3810-11	N44045130	Grass	\$105.00	\$52.50	\$52.50
PNMAC Mortgage Co.	099-11	226 E. Main St.	3810-11	N44045130	Brush	\$45.00	\$22.50	\$22.50
Raymond Brewer	011-11	415 Glenwood Ave.	5566	N44061560	Grass	\$170.00	\$85.00	\$85.00
Raymond Brewer	063-11	415 Glenwood Ave.	5566	N44061560	Grass	\$587.50	\$293.75	\$293.75
Raymond Brewer	172-10	415 Glenwood Ave.	5566	N44061560	Grass	\$152.50	\$76.25	\$76.25
Related Developments	069-11	Looney Rd.	6917	N44072830	Grass	\$140.00	\$70.00	\$70.00
Robert Burns	033-11	919 Madison Ave.	1739	N44025690	Grass	\$240.00	\$120.00	\$120.00
Robert Burns	093-11	919 Madison Ave.	1739	N44025690	Brush	\$115.00	\$57.50	\$57.50
Robert Burns	107-11	919 Madison Ave.	1739	N44025690	Grass	\$570.00	\$285.00	\$285.00
Robert Wead	014-11	905 Clark Ave.	3320	N44040580	Grass	\$175.00	\$87.50	\$87.50
Scott & Jessica Shrout	175-10	1405 Grant St.	2761	N44035050	Brush	\$122.50	\$61.25	\$61.25
Scott Strohmenger	019-11	916 W. Ash St.	1617	N44024360	Grass	\$535.00	\$267.50	\$267.50
Scott Strohmenger	163-10	916 W. Ash St.	1617	N44024360	Grass	\$152.50	\$76.25	\$76.25
Sean Mitchell	017-11	629 W. Ash St.	892	N44014790	Grass	\$70.00	\$35.00	\$35.00
Sean Mitchell	075-11	629 W. Ash St.	892	N44014790	Grass	\$105.00	\$52.50	\$52.50
Sec. of Housing and Urban Dev.	180-10	539 S. Wayne St.	307	N44006540	Trash	\$110.00	\$55.00	\$55.00
Sharon Dawson	010-11	1212 Lindsey St.	1907-1908	N44026870	Grass	\$105.00	\$52.50	\$52.50
Shawn Gambill	154-10	212 W. Ash St.	84	N44002220	Brush	\$70.00	\$35.00	\$35.00
Sheryl Kern	090-11	1006 W. Greene St.	1487	N44022630	Grass	\$70.00	\$35.00	\$35.00
Shirley Bell	078-11	305 McKinley Ave.	5311	N44059000	Grass	\$227.50	\$113.75	\$113.75
Shirley Stonerock	167-10	715 Willard St.	2425	N44031910	Brush	\$85.00	\$42.50	\$42.50
Thomas McFadden	031-11	401 N. Parkway Dr.	6350	N44069210	Grass	\$140.00	\$70.00	\$70.00
Tommy Little	041-11	1210 S. Roosevelt Ave.	6554-55	N44071160	Grass	\$210.00	\$105.00	\$105.00
Tommy Little & Melissa Buroker	083-11	1210 S. Roosevelt Ave.	6554-55	N44071160	Grass	\$87.50	\$43.75	\$43.75
U S Bank National	047-11	1107 Park Ave.	1690	N44025180	Grass	\$70.00	\$35.00	\$35.00
William Feeser	055-11	810 Camp St.	1667	N44024910	Grass	\$105.00	\$52.50	\$52.50
						<u>\$27,252.54</u>	<u>\$13,626.27</u>	<u>\$13,626.27</u>

**ORDINANCE NO. 12-11**

**AN ORDINANCE AMENDING SCHEDULE I – SPEED LIMITS, ADOPTED IN ACCORDANCE WITH CITY OF PIQUA CODE OF ORDINANCES SECTION 77.01 - TRAFFIC SCHEDULES ADOPTED OF CHAPTER 77 TRAFFIC CODE**

WHEREAS, the City of Piqua and Ohio Department of Transportation (ODOT) have determined that a segment of State Route 185 currently occupying portions of Park Avenue, Broadway, and Ash Street should be rerouted to Sunset Drive from Park Avenue to Covington Avenue, further described as set forth in Exhibit "A" attached hereto; and

WHEREAS, the City of Piqua and ODOT have conducted the necessary engineering study and invited public comments concerning the proposed changes; and

WHEREAS, a public hearing was held on June 13, 2011 at which time the findings of the study and the public comments were presented to the Planning Commission for their consideration; and

WHEREAS, all of the public comments received and presented indicated support for the proposed State Route 185 rerouting, and the study findings presented indicated the proposed rerouting would satisfy applicable engineering standards and noted that it would be appropriate and necessary to reduce the posted speed limit on the abandoned portions of State Route 185 from 35 MPH to 25 MPH; and

WHEREAS, at the June 13, 2011 public hearing the city of Piqua Planning Commission unanimously recommended approving the proposed rerouting of State Route 185 and reducing the speed limit on the affected portions of Park Avenue, Broadway, and Ash Street from 35 MPH to 25 MPH; and

WHEREAS, in accordance with City of Piqua Code of Ordinances section 77.01, Schedule I – Speed Limits is maintained by the City Engineer;

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

SECTION 1: Schedule I - Speed Limits shall be amended to reflect the following:

Park Avenue - Sunset Drive to Broadway	25 MPH
Broadway – Park Avenue to Ash Street	25 MPH
Ash Street – Broadway to Spring Street	25 MPH

SECTION 2: The City Engineer shall cause the appropriate and required changes to be implemented so that the affected streets are properly signed in accordance with the Ohio Manual of Uniform Traffic Control Devices.

SECTION 3. All other sections of Chapter 77 and Section 77.01 of the Piqua Municipal Code not amended herein shall remain in effect as is.

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

WILLIAM D. VOGT, VICE MAYOR

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

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



## CITY COMMISSION MEETING REPORT

*For the Regular Meeting of August 16, 2011*

TO: Bill Murphy, Interim City Manager  
FROM: Chris Schmiesing, City Planner  
CC: Amy Havenar, City Engineer

SUBJECT: Adoption of Resolution Authorizing Rerouting of State Route 185 and an Ordinance Amending the Speed Limits Schedule

### **PURPOSE:**

To authorize the rerouting of State Route 185 and the modifications of the speed limits on the portions of the existing State Route 185 to be abandoned.

### **RECOMMENDATION:**

Approve a resolution to authorize the rerouting of State Route 185 as proposed; and, approve an ordinance amending the Speed Limits traffic schedule to reduce the speed limits on the portions of State Route 185 being abandoned.

### **BACKGROUND:**

As part of the Plan It Piqua Comprehensive Plan Update process a community interest in the possibility of rerouting State Route 185 was identified. In response, further exploring this possibility and completing any study necessary to complete the desired modifications to the route alignment was included as an objective in the transportation chapter of the Plan.

Discussions with ODOT officials in 2009 produced a favorable response to the proposed rerouting. Over the next year ODOT provided the City with direction on what was required to move the request forward and the City responded with the necessary information. By summer of 2010 ODOT officials were satisfied with the information provided and indicated they were supportive of advancing the request through the final steps necessary to formally complete the process, although they requested that we delay taking final action on these items until 2011. Therefore, in the spring of 2011 this office contacted ODOT to initiate the final steps necessary to complete the process of considering the rerouting request.

### **ALTERNATIVES:**

- 1) Approve the resolution to authorize the proposed State Route 185 rerouting; and, approve or defeat an ordinance amending the affected traffic schedule to reduce the speed limit on the abandoned portions of State Route 185.
- 2) Defeat the resolution to reject the proposed rerouting of State Route 185; and, defeat an ordinance amending the affected traffic schedule to reduce the speed limit on the abandoned portions of State Route 185.

### **DISCUSSION:**

The proposed rerouting will result in the following modifications to the State Route 185 route designation.

- Park Avenue, Broadway, and Ash Street will no longer be designated State Route 185.

- Sunset Drive from Park Avenue to Covington Avenue will be designated State Route 185. The intersection of Covington and Sunset will become the new beginning/ending point of State Route 185.

By rerouting State Route 185 as described above the state route through traffic, including tractor-trailers, will be removed from narrow collector streets traversing through densely populated residential neighborhoods, and be relocated to a commercial corridor street more appropriately designed for tractor-trailer type traffic. The modifications to the state route designation will also affect certain maintenance responsibilities. ODOT will assume responsibility for the pedestrian/bike structure under Sunset Drive, and the City will assume responsibility for the bridge on Park Avenue over the hydraulic canal. Also, resurfacing the newly established State Route 185 alignment along the affected segment of Sunset Drive will become eligible for ODOT assistance. All other ordinary and routine right of way maintenance will remain the responsibility of the City.

With the removal of the state route designation from Park Avenue, Broadway and Ash streets, the affected portions will no longer be required to be posted 35 MPH and the posted speed limit will be adjusted to reflect the characteristics of the affected streets and to conform to the applicable standards. In accordance with Ohio Revised Code and City of Piqua Charter and Ordinance provisions, the speed limit designation is to be established in conformance with the Ohio Manual of Uniform Traffic Control Devices (OMUTCD). Upon examining the conditions relevant to the OMUTCD factors to be considered (the relatively narrow width of the affected streets, the residential environment in which the streets are located, proximity of schools, the number, proximity and sight conditions related to the drive openings and intersecting side streets, etc...), applying the applicable OMUTCD criteria results in a speed limit of 25 MPH being prescribed for the affected portions of Park Avenue, Broadway, and Ash Street.

With reference to the relevant ODOT policies and procedures for introducing and adopting a modification to a state route alignment, a press release announcing the proposed state route modification and inviting public review and comment was sent to the local media. The press release was also posted on the City of Piqua website and Facebook page. On June 9, 2011 both City and ODOT officials were present at a public meeting that was held to discuss the proposed rerouting. Several citizens called in prior to the meeting and seven citizens, all residents of homes located along Park Avenue, attended the meeting in person. All citizens that provided input spoke in favor of the proposed rerouting and the speed limit modification. Several persons in attendance at the public meeting also commented on the added benefit that reducing the speed limit will have as it relates to the bike path crossing near the bottom of the Park Avenue hill.

At the June 13, 2011 Planning Commission meeting, the Planning Commission held a public hearing to discuss the proposed rerouting and review the public comments received at the public meeting. Hearing no comments at the public hearing, and having studied the proposal and the comments received, the Planning Commission unanimously recommended that the proposed State Route 185 rerouting, and the speed limit modifications, be approved.

#### **FINANCIAL IMPACT:**

If the proposed rerouting is implemented the City will assume resurfacing responsibilities for the abandoned portions of State Route 185 and ODOT will assume responsibility for resurfacing the affected portions of Sunset Drive. The agencies will trade maintenance responsibilities concerning the two affected bridge structures. While the total length of the portions of the State Route 185 alignment to be abandoned are greater than the length of the new alignment, the additional width of the new segments makes the overall pavement areas comparable. Thus, the increased cost to either agency that is associated with the shift in maintenance responsibilities is essentially net zero. It is worth noting that prior to the abandonment of the affected portions of the existing State Route 185 alignment ODOT will be resurfacing the route from Washington Avenue to Spring Street. Thus, the pavement surface along this alignment will be in excellent condition at the time the maintenance responsibilities are returned to the City.

#### **COMMUNITY IMPACT:**

The removal of trucks and other through traffic from the current state route alignment located in residential neighborhoods is expected to have a positive impact on the community.

**CONFORMITY TO CITY PLANS & POLICIES:**

The proposed code amendments are consistent and compatible with all adopted City plans and policies, including the Goal, Principles, and Objectives and Strategies outlined in the Transportation and Land Use chapters of the Plan It Piqua Comprehensive Plan document.

Exhibit "A"



**OHIO DEPARTMENT OF TRANSPORTATION**  
CENTRAL OFFICE • 1980 WEST BROAD STREET • COLUMBUS, OH 43223  
JOHN R. KASICH, GOVERNOR • JERRY WRAY, DIRECTOR

July 25, 2011

Fred Enderle, City Manager  
201 West Water Street  
Piqua, Ohio 45356

Dear Sir:

As per your request, in a letter from Chris Schmiesing – City Planner dated December 23, 2009 and in accordance with section 5511.01 of the Ohio Revised Code, we have reviewed and concur with the proposed rerouting and abandonment of State Route 185 within the City corporation limits. The rerouting of State Route 185 to Sunset Avenue over to United States Route 36 will shift traffic to a 4 lane facility that traverses through a commercial corridor. The existing routing of State Route 185 will be removed from the state's highway inventory and transferred to the city of Piqua. Attached is a copy of the formal Journal Entry and a map which describe the roadways affected in more detail.

Upon receipt of a request from the city of Piqua asking ODOT D-7 to proceed with the proposed rerouting the necessary and required actions will be taken to effect the proposed change.

If you have any questions regarding this matter please contact Mr. Matt Parrill, P.E. at (937) 497-6802.

Respectfully

A handwritten signature in cursive script that reads "Jerry Wray".

Jerry Wray

Director

Ohio Department of Transportation

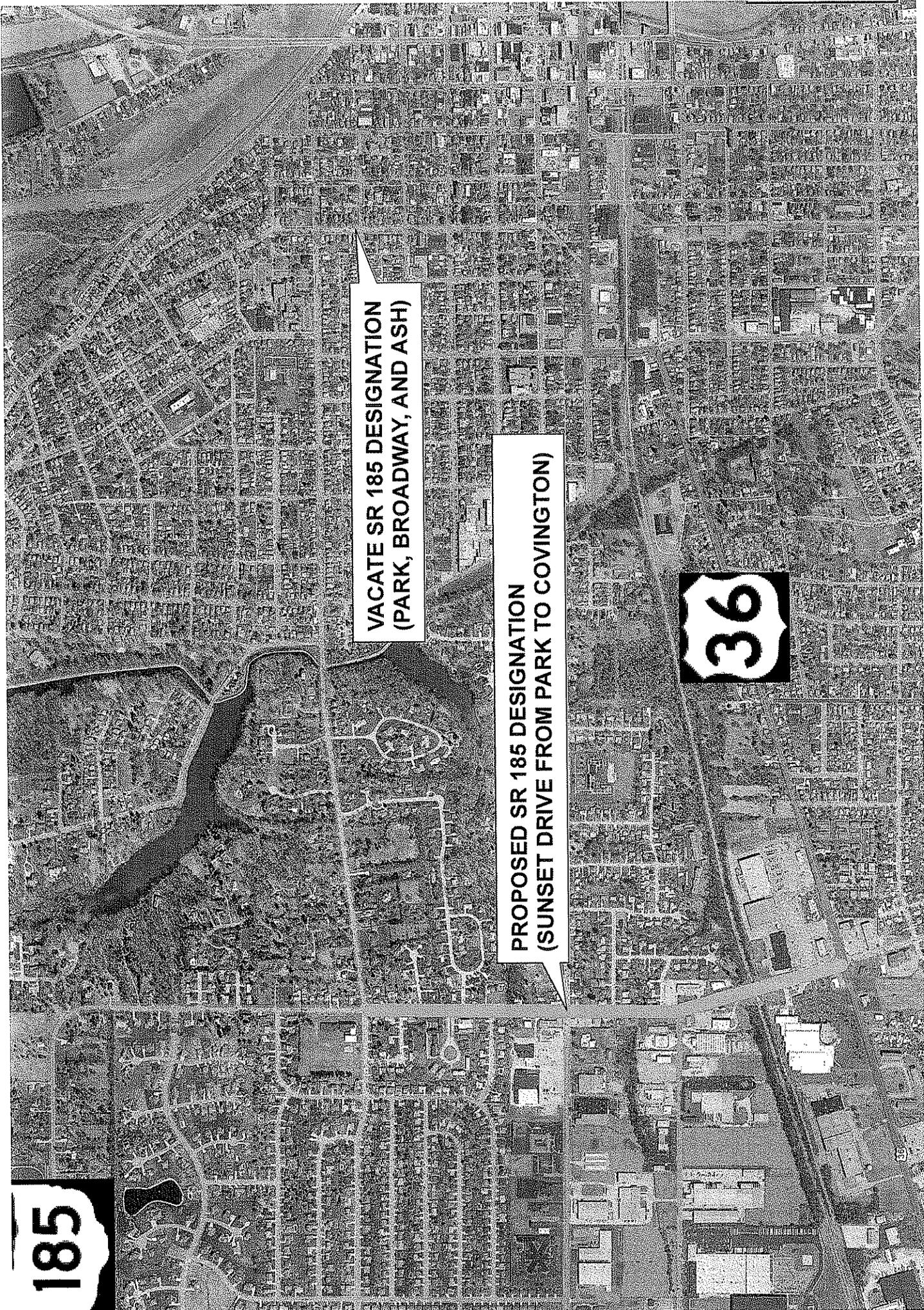
Enclosure:

R. Chevalley, M. Parrill, L. Cain, M. Ayers (Communication), T. Dyer (Accounting), T. Hill (Environmental Services), A. Bremer (Legislative Services), B. Ujvari (Production), J. Maynard (Real Estate), T. Keller (Structural Engineering), D. Holstein (Traffic Engineering), S. Lowry (FHWA), A. Havenar (City Engineer), C. Schmiesing (City Planner).



VACATE SR 185 DESIGNATION  
(PARK, BROADWAY, AND ASH)

PROPOSED SR 185 DESIGNATION  
(SUNSET DRIVE FROM PARK TO COVINGTON)



**RESOLUTION NO. R-92-11**

**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, Monday, October 31, 2011, 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 Monday, October 31, 2011 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.

\_\_\_\_\_  
WILLIAM D. VOGT, VICE MAYOR

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

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

**RESOLUTION NO. R-93-11**

**A RESOLUTION AUTHORIZING THE AMENDMENT REROUTING OF  
STATE ROUTE 185**

WHEREAS, the City of Piqua and Ohio Department of Transportation (ODOT) have determined that a segment of State Route 185 currently occupying portions of Park Avenue, Broadway, and Ash Street should be rerouted to Sunset Drive from Park Avenue to Covington Avenue, further described as set forth in Exhibit "A" attached hereto; and

WHEREAS, the City of Piqua and ODOT have conducted the necessary engineering study and invited public comments concerning the proposed changes; and

WHEREAS, a public hearing was held on June 13, 2011 at which time the findings of the study and the public comments were presented to the Planning Commission for their consideration; and

WHEREAS, all of the public comments received and presented indicated support for the proposed State Route 185 rerouting, and the study findings presented indicated the proposed rerouting would satisfy applicable engineering standards; and

WHEREAS, at the June 13, 2011 public hearing the city of Piqua Planning Commission unanimously recommended approving the proposed rerouting of State Route 185; and

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

SEC. 1: The City Commission hereby acknowledges the proposed rerouting of State Route 185 and approves of the proposed modification to the route alignment, further described as set forth in Exhibit "A" attached hereto.

SEC. 2: The City Commission hereby directs the City Engineer to coordinate with the Ohio Department of Transportation and any other agencies as may be required to cause the proposed State Route 185 rerouting referenced herein to be implemented.

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

WILLIAM D. VOGT, VICE MAYOR

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

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

REBECCA J. COOL  
CLERK OF COMMISSION



## CITY COMMISSION MEETING REPORT

*For the Regular Meeting of August 16, 2011*

TO: Bill Murphy, Interim City Manager  
FROM: Chris Schmiesing, City Planner  
CC: Amy Havenar, City Engineer

SUBJECT: Adoption of Resolution Authorizing Rerouting of State Route 185 and an Ordinance Amending the Speed Limits Schedule

### **PURPOSE:**

To authorize the rerouting of State Route 185 and the modifications of the speed limits on the portions of the existing State Route 185 to be abandoned.

### **RECOMMENDATION:**

Approve a resolution to authorize the rerouting of State Route 185 as proposed; and, approve an ordinance amending the Speed Limits traffic schedule to reduce the speed limits on the portions of State Route 185 being abandoned.

### **BACKGROUND:**

As part of the Plan It Piqua Comprehensive Plan Update process a community interest in the possibility of rerouting State Route 185 was identified. In response, further exploring this possibility and completing any study necessary to complete the desired modifications to the route alignment was included as an objective in the transportation chapter of the Plan.

Discussions with ODOT officials in 2009 produced a favorable response to the proposed rerouting. Over the next year ODOT provided the City with direction on what was required to move the request forward and the City responded with the necessary information. By summer of 2010 ODOT officials were satisfied with the information provided and indicated they were supportive of advancing the request through the final steps necessary to formally complete the process, although they requested that we delay taking final action on these items until 2011. Therefore, in the spring of 2011 this office contacted ODOT to initiate the final steps necessary to complete the process of considering the rerouting request.

### **ALTERNATIVES:**

- 1) Approve the resolution to authorize the proposed State Route 185 rerouting; and, approve or defeat an ordinance amending the affected traffic schedule to reduce the speed limit on the abandoned portions of State Route 185.
- 2) Defeat the resolution to reject the proposed rerouting of State Route 185; and, defeat an ordinance amending the affected traffic schedule to reduce the speed limit on the abandoned portions of State Route 185.

### **DISCUSSION:**

The proposed rerouting will result in the following modifications to the State Route 185 route designation.

- Park Avenue, Broadway, and Ash Street will no longer be designated State Route 185.

- Sunset Drive from Park Avenue to Covington Avenue will be designated State Route 185. The intersection of Covington and Sunset will become the new beginning/ending point of State Route 185.

By rerouting State Route 185 as described above the state route through traffic, including tractor-trailers, will be removed from narrow collector streets traversing through densely populated residential neighborhoods, and be relocated to a commercial corridor street more appropriately designed for tractor-trailer type traffic. The modifications to the state route designation will also affect certain maintenance responsibilities. ODOT will assume responsibility for the pedestrian/bike structure under Sunset Drive, and the City will assume responsibility for the bridge on Park Avenue over the hydraulic canal. Also, resurfacing the newly established State Route 185 alignment along the affected segment of Sunset Drive will become eligible for ODOT assistance. All other ordinary and routine right of way maintenance will remain the responsibility of the City.

With the removal of the state route designation from Park Avenue, Broadway and Ash streets, the affected portions will no longer be required to be posted 35 MPH and the posted speed limit will be adjusted to reflect the characteristics of the affected streets and to conform to the applicable standards. In accordance with Ohio Revised Code and City of Piqua Charter and Ordinance provisions, the speed limit designation is to be established in conformance with the Ohio Manual of Uniform Traffic Control Devices (OMUTCD). Upon examining the conditions relevant to the OMUTCD factors to be considered (the relatively narrow width of the affected streets, the residential environment in which the streets are located, proximity of schools, the number, proximity and sight conditions related to the drive openings and intersecting side streets, etc...), applying the applicable OMUTCD criteria results in a speed limit of 25 MPH being prescribed for the affected portions of Park Avenue, Broadway, and Ash Street.

With reference to the relevant ODOT policies and procedures for introducing and adopting a modification to a state route alignment, a press release announcing the proposed state route modification and inviting public review and comment was sent to the local media. The press release was also posted on the City of Piqua website and Facebook page. On June 9, 2011 both City and ODOT officials were present at a public meeting that was held to discuss the proposed rerouting. Several citizens called in prior to the meeting and seven citizens, all residents of homes located along Park Avenue, attended the meeting in person. All citizens that provided input spoke in favor of the proposed rerouting and the speed limit modification. Several persons in attendance at the public meeting also commented on the added benefit that reducing the speed limit will have as it relates to the bike path crossing near the bottom of the Park Avenue hill.

At the June 13, 2011 Planning Commission meeting, the Planning Commission held a public hearing to discuss the proposed rerouting and review the public comments received at the public meeting. Hearing no comments at the public hearing, and having studied the proposal and the comments received, the Planning Commission unanimously recommended that the proposed State Route 185 rerouting, and the speed limit modifications, be approved.

#### **FINANCIAL IMPACT:**

If the proposed rerouting is implemented the City will assume resurfacing responsibilities for the abandoned portions of State Route 185 and ODOT will assume responsibility for resurfacing the affected portions of Sunset Drive. The agencies will trade maintenance responsibilities concerning the two affected bridge structures. While the total length of the portions of the State Route 185 alignment to be abandoned are greater than the length of the new alignment, the additional width of the new segments makes the overall pavement areas comparable. Thus, the increased cost to either agency that is associated with the shift in maintenance responsibilities is essentially net zero. It is worth noting that prior to the abandonment of the affected portions of the existing State Route 185 alignment ODOT will be resurfacing the route from Washington Avenue to Spring Street. Thus, the pavement surface along this alignment will be in excellent condition at the time the maintenance responsibilities are returned to the City.

#### **COMMUNITY IMPACT:**

The removal of trucks and other through traffic from the current state route alignment located in residential neighborhoods is expected to have a positive impact on the community.

**CONFORMITY TO CITY PLANS & POLICIES:**

The proposed code amendments are consistent and compatible with all adopted City plans and policies, including the Goal, Principles, and Objectives and Strategies outlined in the Transportation and Land Use chapters of the Plan It Piqua Comprehensive Plan document.

Exhibit "A"



**OHIO DEPARTMENT OF TRANSPORTATION**

CENTRAL OFFICE • 1980 WEST BROAD STREET • COLUMBUS, OH 43223  
JOHN R. KASICH, GOVERNOR • JERRY WRAY, DIRECTOR

July 25, 2011

Fred Enderle, City Manager  
201 West Water Street  
Piqua, Ohio 45356

Dear Sir:

As per your request, in a letter from Chris Schmiesing – City Planner dated December 23, 2009 and in accordance with section 5511.01 of the Ohio Revised Code, we have reviewed and concur with the proposed rerouting and abandonment of State Route 185 within the City corporation limits. The rerouting of State Route 185 to Sunset Avenue over to United States Route 36 will shift traffic to a 4 lane facility that traverses through a commercial corridor. The existing routing of State Route 185 will be removed from the state's highway inventory and transferred to the city of Piqua. Attached is a copy of the formal Journal Entry and a map which describe the roadways affected in more detail.

Upon receipt of a request from the city of Piqua asking ODOT D-7 to proceed with the proposed rerouting the necessary and required actions will be taken to effect the proposed change.

If you have any questions regarding this matter please contact Mr. Matt Parrill, P.E. at (937) 497-6802.

Respectfully

A handwritten signature in cursive script that reads "Jerry Wray".

Jerry Wray

Director

Ohio Department of Transportation

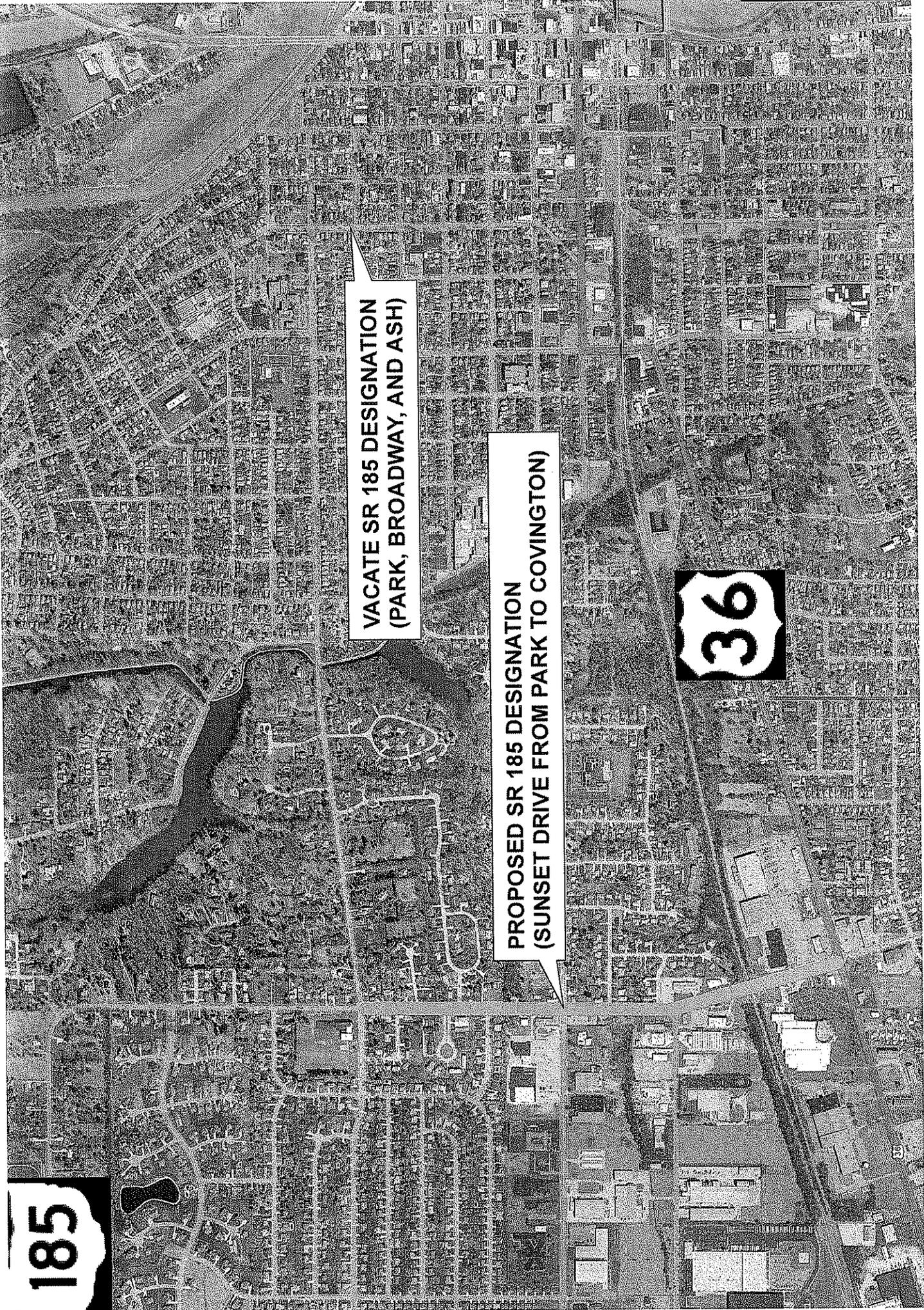
Enclosure:

R. Chevalley, M. Parrill, L. Cain, M. Ayers (Communication), T. Dyer (Accounting), T. Hill (Environmental Services), A. Bremer (Legislative Services), B. Ujvari (Production), J. Maynard (Real Estate), T. Keller (Structural Engineering), D. Holstein (Traffic Engineering), S. Lowry (FHWA), A. Havenar (City Engineer), C. Schmiesing (City Planner).



VACATE SR 185 DESIGNATION  
(PARK, BROADWAY, AND ASH)

PROPOSED SR 185 DESIGNATION  
(SUNSET DRIVE FROM PARK TO COVINGTON)



**RESOLUTION NO. R-94-11**

**A RESOLUTION AUTHORIZING THE PURCHASE OF REAL ESTATE**

WHEREAS, the current owner of 624 Park Avenue and 813 Nicklin Avenue, also known as the former Piqua Memorial Medical Center property, desires to sell the subject property, further described as set forth in Exhibit "A" attached hereto; and

WHEREAS, the City desires to purchase the subject property in accordance with the terms and conditions of an Option Agreement previously executed by the city and the current owner, said Option Agreement attached hereto as Exhibit "B"; and

WHEREAS, the Plan It Piqua and ReDO planning documents both identify strong community support for the demolition of the former hospital building and potential redevelopment of the subject site; and

WHEREAS, the City has secured a Clean Ohio Revitalization Fund (CORF) grant for the purposes of demolishing the existing improvements found on the subject property and restoring the site to a redevelopment ready condition;

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

SEC. 1: The City Manager is hereby authorized to exercise the aforementioned Option Agreement to purchase the real estate known as 624 Park Avenue and 813 Nicklin Avenue, further described as set forth in Exhibit "A"

SEC. 2: The terms and conditions of the purchase shall be as set forth in the executed Option Agreement attached hereto as Exhibit "B".

SEC. 3. The purchase of the property as described in Exhibit "A" by the City ensures existing undesirable conditions will be abated and that the site will be restored to a redevelopment ready condition.

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

\_\_\_\_\_  
WILLIAM D. VOGT, VICE MAYOR

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

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



## CITY COMMISSION MEETING REPORT

*For the Regular Meeting of August 16, 2011*

TO: Bill Murphy, Interim City Manager  
FROM: Chris Schmiesing, City Planner  
SUBJECT: Purchase of former Piqua Memorial Medical Center property

### **PURPOSE:**

Approve a resolution to authorize the purchase the property located at 624 Park Avenue and 813 Nicklin Avenue, also known as the former Piqua Memorial Medical Center property.

### **RECOMMENDATION:**

Approve the resolution to authorize the purchase of the property.

### **BACKGROUND:**

During the summer of 2009 the current owner of the subject property authorized the demolition of the improvements found on the subject property. However, the contractor that was hired to perform the work failed to complete the project and left the current improvements in a partially demolished and uninhabitable condition. City officials promptly called upon the current property owner to affect a remedy to the objectionable conditions found at the property. As a result of the discussions that ensued a strategy to complete the demolition of the improvements and restore the site to a redevelopment ready status was developed. As part of the strategy the City and the current property owner executed an Option Agreement granting the City the right to purchase the property for \$1 contingent upon certain terms and conditions being satisfied. At the core of the strategy is the condition that the current property owner permits the City to utilize prior expenditures by the property owner as the local match funding commitment needed to prepare a competitive Clean Ohio Revitalization Fund grant application. Likewise, the terms and conditions of the agreement provide a clause that requires the current property owner to be responsible for unexpected extraordinary expenses up to a certain dollar amount. Therefore, less the grant funding secured for the project by the City, the current property owner will bear the entire financial burden associated with completing the required work. At this time funding for the project is in place and it is necessary for the City to purchase the property to move forward with the project.

### **ALTERNATIVES:**

- 1) Approve resolution to authorize the purchase of the property.
- 2) Defeat the resolution to reject the purchase of the property and risk losing the \$2 mil in grant funding secured for the project, and delay the clean-up of this site indefinitely.

### **DISCUSSION:**

The Option Agreement prepared has provided the necessary safeguards to allow the City to take a proactive position in bringing about a lasting resolution to the concerns found at this property. Completing the purchase of the property will allow the City to move forward with eliminating the undesirable conditions that currently exist at this location and position the property as a viable location for a future development project.

### **FINANCIAL IMPACT:**

By purchasing the property and restoring it to a redevelopment ready status the City will effectively open the door for the property to be restored to a use that contributes positively to the local economy. The cost to complete the remediation and demolition work and the cost associated with managing the project will be entirely covered by the \$2 mil Clean Ohio Revitalization Fund grant secured by the City for this project. The only use of City resources that

SUBJECT: Sale of a Portion of City Owned Property on W. Water Street

has been or will be allocated to this project is the employee time dedicated to conceiving and executing the aforementioned strategy, and the employee time that will be consumed administering the grant funds and overseeing the project.

**COMMUNITY IMPACT:**

Approval of the purchase of this property will allow for a major blighting influence in the community to be eradicated and restore the site to an open green space until such time redevelopment of the parcel occurs.

**CONFORMITY TO CITY PLANS & POLICIES:**

The purchase of this property for the purpose indicated is consistent and compatible with all adopted City plans and policies, including the Goal, Principles, and Objectives and Strategies outlined in the Land Use and Redevelopment chapters of the Plan It Piqua Comprehensive Plan document, and also the ReDO Redevelopment Opportunities Plan.

Application for Clean Ohio Revitalization Funds  
Attachment A4

Warranty Deed - Ohio Statutory Form

Know All Men By These Presents

That TROY-PIQUA HOUSING, INC., an Ohio Corporation, whose address is 93 South Jackson Street, Sabina, OH, 45169, for valuable consideration paid grants, with general warranty covenants, to HOSPDELA, LLC, an Ohio Limited Liability Company, whose tax mailing address is 2006 Bayview Drive, Tierra Verde, FL, 33715, the following real property:

Situate in the State of Ohio, County of Miami, and City of Piqua and being all of Inlots 968, 969, 970, 971, 976, 977, 978, 979, 980, 981, 974, 975, Part of Outlot 20 and a vacated portion of Camp Street, being more particularly described as follows:

Beginning at a P.K. nail which marks the intersection of the North line of Park Avenue and the East line of Nicklin Avenue; thence North 3° 48' West, with the East line of Nicklin Avenue, a total distance of 343.50 feet to an iron pin;

thence North 86° 47' East, 135.0 feet to a P.K. nail;

thence North 3° 48' West, 155.0 feet to a P.K. nail on the South line of a 10 foot public alley;

thence North 86° 47' East, with the North line of Outlot 20, Inlot 980 and Inlot 981, same being the South line of a 10 foot public alley, a total distance of 444.88 feet to a P.K. nail at the intersection with the West line of a 12 foot public alley;

thence South 31° 08' East, with the West line of said 12 foot public alley, a total distance of 165.15 feet to a P.K. nail at an angle point in the West line of said 12 foot public alley, witness a P.K. nail 7.0 feet distant on line next described;

thence South 3° 27' East, with the extension of the West line of said 12 foot public alley, across the vacated end of Camp Street and with the East line of Inlot 974, 196.75 feet to an iron pin marking the Southeast corner of Inlot 974;

thence South 86° 47' West, with the South line of Inlot 974 and 975, a total distance of 110.86 feet to an iron pin marking the Southwest corner of Inlot 975;

thence South 3° 34' East, with the West line of Inlot 972, a total distance of 160.28 feet to an iron pin at the Southeast corner of Inlot 971, same being the Southwest corner of Inlot 972;

thence South 86° 12' West, with the South line of Inlots 971, 970, 969, 968 and Outlot 20, same being the North line of Park Avenue, a total distance of 543.00 feet to the place of beginning.

The above described parcel contains a total of 6.551 acres, of which 3.238 Acres is in Part of Outlot 20, same subject to all easements, restrictions, covenants, building setback lines and legal highways of record.

Description prepared by Richard W. Klockner, Professional Surveyor #4370, in accordance with a survey filed in the Miami County Engineer's Record of Lot Surveys Volume 23, Page 22.

Grantee hereby assumes and agrees to pay real estate taxes and assessments due and payable in December, 2005 and thereafter.

Prior Instrument Reference: Volume 888, Page 123 of the Deed Records of Miami County, Ohio.

Witness its hand this 23rd day of November, 2005.

TROY-PIQUA HOUSING, INC.  
AN OHIO CORPORATION

By: [Signature]  
RICHARD G. COLEMAN, its President

State Of Ohio  
Montgomery County ss:

Before me, a Notary Public in and for said County and State, personally appeared the above named TROY-PIQUA HOUSING, INC., an Ohio Corporation, by Richard G. Coleman, its President, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed individually and the free act and deed of Troy-Piqua Housing, Inc.

In Testimony Whereof, I have hereunto set my hand and official seal, at Dayton, Ohio, this 23rd day of November, A.D. 2005.

GW Land Title  
7625 Paragon Rd Ste D  
Cantonville, Oh 45459

[Signature]  
Notary Public

JAMES WEPRIN, Attorney at Law  
Notary Public, State of Ohio  
My Commission has no expiration date  
Notary 147.03 R. C.

This instrument was prepared by  
William J. Fulker, Attorney at Law  
12 S. Cherry St., Troy, OH, 45373

100767 MAR 4 19

12-6-05  
065  
DESCRIPTION APPROVED  
MIAMI COUNTY ENGINEER  
RWD  
12/25/05

MIAMI COUNTY RECORDER  
JANE M. O'BRIEN  
04-23-2005  
PRESENTED FOR RECORD  
12/25/2005 09:24:13AM

Application for Clean Ohio Revitalization Funds  
Attachment A4

500

<b>TRANSPERRED</b>	
In compliance with ORC §19.202	
CHRIS A. PEPPER, Miami County Auditor	
By: <i>[Signature]</i>	
<b>DEC 06 2005</b>	
Total Fee	\$ <i>210.00</i>
ORC 319.54	\$ <i>130.00</i>
ORC 322.02	\$ <i>80.00</i>
Exempt	<input type="checkbox"/>

WIL 0767 PINE 480



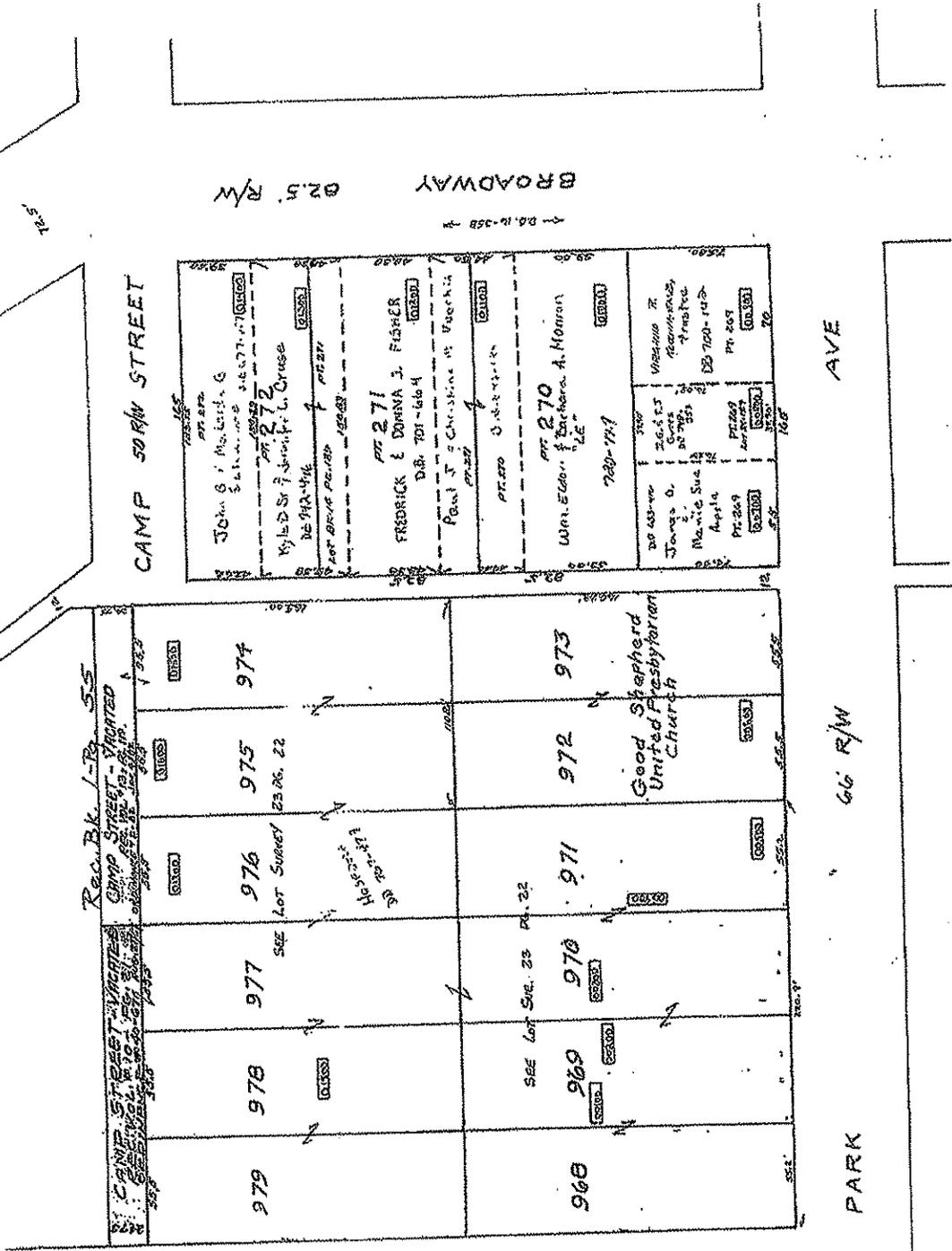
Application for Clean Ohio Revitalization Funds  
Attachment A4

PLAT NO. 62  
SCALE 1 INCH = 40 FEET

SRGA NUMBER  
NY-NE063

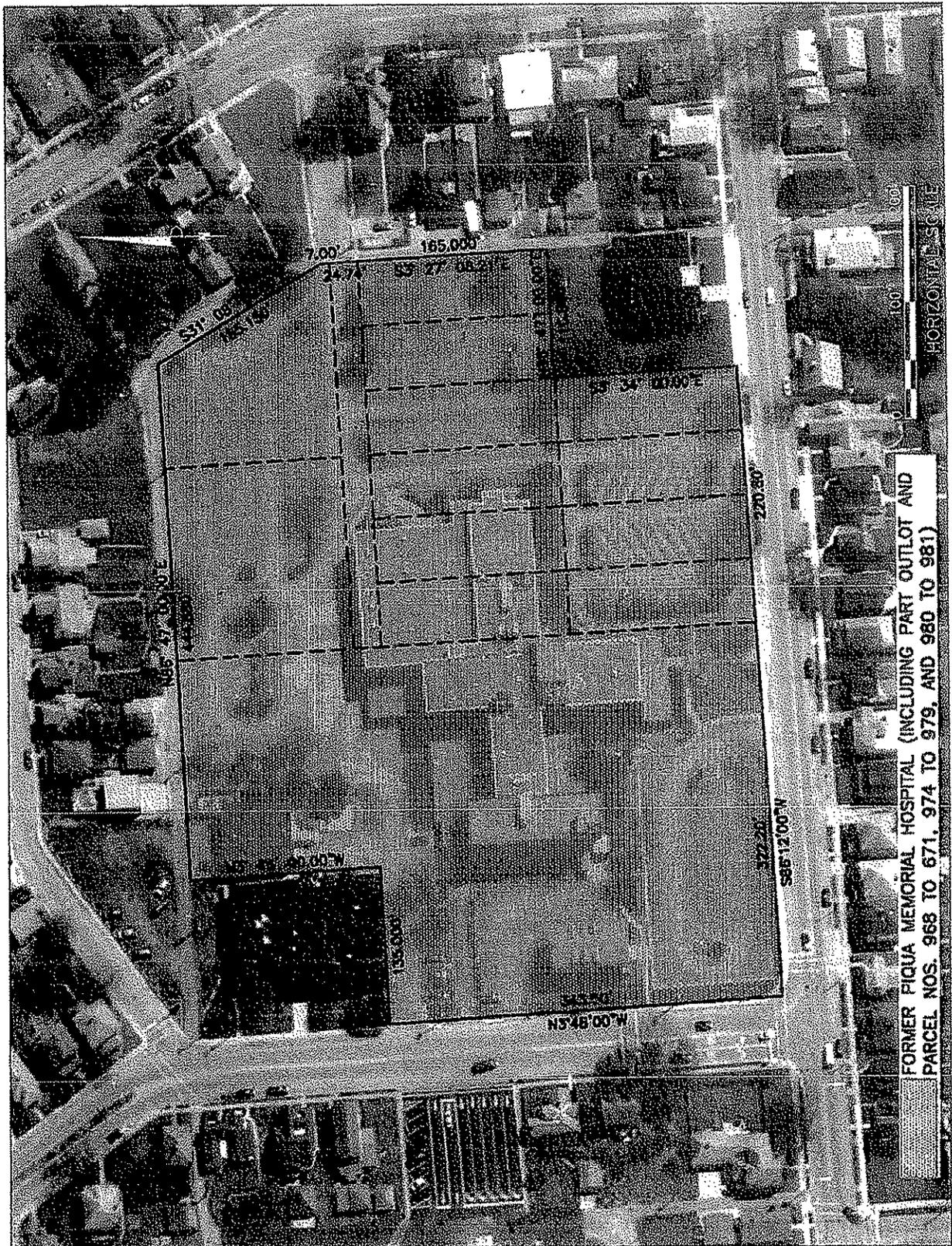
N.E. SECTION

PIQUA Corporation





Application for Clean Ohio Revitalization Funds  
Attachment A4



## OPTION AGREEMENT

THIS OPTION AGREEMENT ("Agreement"), dated this 15<sup>th</sup> day of December, 2009 between Hospdela, LLC, an Ohio corporation and Enrique De La Piedra, sole member ("Seller"), and the City of Piqua, Ohio, an Ohio municipality ("Buyer").

### WITNESSETH:

In consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Grant of Option. Seller hereby grants and conveys to Buyer the exclusive option ("Option") and right to acquire all of Seller's right, title, estate and interest in and to that certain real property containing approximately 7.09 acres of land located in the City of Piqua, County of Miami and State of Ohio, and more particularly described in Exhibit A, attached hereto and incorporated herein by reference, together with all buildings, improvements, appurtenant rights, privileges and easements, including all right, title and interest of Seller in and to any land lying in the bed of any street, road or avenue, open or proposed, in front of or adjoining said real property, to the centerline thereof (the "Property"), all subject to and in accordance with the terms and conditions of this Agreement. Buyer shall pay to Seller the option price of One Dollar (\$1.00) upon the execution of this Agreement.

2. Term of Exercise. The Option shall be exercisable by Buyer until sixty (60) days after Buyer has received written verification from the State of Ohio that the grant funding under the Clean Ohio Revitalization Fund ("CORF") for the Property has been awarded in full ("Option Period"), unless extended by mutual agreement by the parties hereto. Buyer shall notify Seller immediately upon receipt of such written verification. Seller reserves the right to terminate the Option if Buyer's application for CORF funding is denied or if Buyer fails to receive written verification from the State of Ohio of approval of CORF funding by August 1, 2011. Buyer may exercise the Option by giving Seller written notice of such exercise (the "Option Notice"), which written notice may be given at any time after the date of this Agreement and prior to 11:59 p.m. (EST) on the last day of the Option Period. Buyer may terminate this Agreement at any time and for any reason during the Option Period upon forty-five (45) days prior written notice to Seller, provided such termination shall not entitle Buyer to a refund of the option payment.

If the Buyer does not have written verification as to whether the CORF funding has been awarded by August 1, 2011, the parties may extend this Option upon a written request from the Buyer for such an extension with the said extension period being designated in writing.

3. Consideration. The purchase price shall be One Dollar (\$1.00) (the "Purchase Price"), payable in case by Buyer.

4. Evidence of Title.

(a) Within sixty (60) days after the date of this Agreement, Buyer may obtain (and if so, deliver copies thereof to Seller) a Survey (as hereinafter defined) and a commitment ("Commitment") issued by a Title company of its choice (the "Title Company") for the issuance of an owner's fee policy of title insurance (the "Policy"), which Commitment shall show title in Seller free and clear of all liens and encumbrances except" (i) those created by or to be assumed by Buyer; (ii) zoning ordinances; (iii) general and special real estate taxes and assessments that are a lien on the date of Closing, but are not yet due and payable; (iv) legal highways; and (v) covenants, conditions, restrictions, agreements and easements of record that do not unreasonably interfere with the reasonable use of the Property. As used herein "Survey" means a plat of survey of the Property in form and of substance reasonably acceptable to Buyer prepared by a reputable surveyor or surveying firm, licensed by the state in which the Property is located, at the Seller's expense.

(b) Buyer shall have until the latter of (i) fifteen (15) days after receipt of the Commitment and the Survey or (ii) expiration of the Inspection Period (as hereinafter defined) (the "Title Review Period"), to advise Seller if Buyer either accepts the condition of title as stated therein or that the condition of title is unacceptable to Buyer. Buyer hereby acknowledges that the exceptions to title set forth in subsection (i) through (v) above shall not render title unacceptable. If Buyer notifies Seller that the condition of title is unacceptable, Seller shall have thirty (30) days to attempt to cure such defects. If said thirty (30) day period extends beyond the Closing Date (as hereinafter defined), the Closing Date shall be postponed to permit Seller a reasonable time within which to affect a cure of such defect. If Seller fails to cure such defects, then Buyer may elect either to terminate this Agreement without further liability of the parties hereunder or Buyer may accept such title as Seller is able to convey. If Buyer notifies Seller that title to the Property is acceptable or fails to notify Seller of any defects in title before the expiration of the Title Review Period, then Buyer shall be conclusively presumed to have waived such defects, provided those defects were stated in the Commitment, and Buyer will be presumed to have approved the condition of title and shall accept such title at Closing. Buyer shall not be presumed to waive any defects not stated in the Commitment.

(c) Seller hereby covenants that at Closing there shall have been no change in the condition of title as previously approved by Buyer.

(d) If defects in title not previously waived by Buyer, insured over or cured by Seller appear at Closing, and said defects have not been caused by Buyer, its agents, employees or contractors, Buyer may adjourn the Closing Date for a period of thirty (30) days to allow Seller to remedy the defects or waive such defects and accept conveyance of the Property. If Closing is adjourned and the defect or defects in title are not corrected within thirty (30) days, then Buyer may elect to take title as it is or may terminate this Agreement, in which event Buyer shall be entitled to the return of all monies paid hereunder, and this Agreement shall be of no further force and effect.

(e) After Closing, Buyer shall obtain the Policy, assuring that title to the Property is in the condition required by this Agreement. Buyer and Seller shall share equally the cost of the Commitment and the Policy.

5. Deed. Seller shall convey to Buyer marketable title to the Property in fee simple by transferable and recordable general warranty deed, free and clear of all liens and encumbrances except those set forth in Section 4.

6. Taxes, Assessments and Other Closing Costs. Seller shall be solely responsible for paying, and shall release and hold harmless Buyer from, any current (as of the date of Closing and thereafter) or delinquent taxes, including fees for recording the deed, real estate transfer taxes and conveyance fees, and any penalties and interest, and Buyer shall have no responsibility or liability for any such taxes or fees.

7. Inspection; Review. From and after the date of this Agreement and until the end of the Option Period or the termination of the Option, Buyer or its nominee, shall have full access to the Property for the purpose of making, at Buyer's sole cost and expense, surveys, soil tests, inspections and other investigations of the Property. Buyer shall not damage the Property in any material respect during any inspection or other investigation done in accordance with this section. Seller shall cooperate with Buyer in its due diligence but shall not be obligated to incur any liability or expense in connection therewith.

8. Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

(a) Seller is an Ohio corporation, duly organized, validly existing and in good standing under the laws of the State of Ohio and is duly authorized and qualified to do all things required of it under this Agreement. Seller has full capacity and authority to enter into this Agreement and to consummate the transactions contemplated hereby. This Agreement and all agreements, instruments and documents necessary or desirable to consummate the transactions contemplated hereby to be executed by Seller are, and on the Closing Date will be, duly authorized, executed and delivered by, and binding upon, Seller.

(b) Seller has obtained all consents and permissions relating to the transactions contemplated hereby and required under any covenant, agreement, encumbrance, law or regulation to transfer title as set forth in this Agreement and to perform its obligations hereunder.

(c) Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will constitute a default under any term or provision of any agreement to which Seller is a party.

(d) The provisions of this Section 8 shall survive Closing.

9. Representations and Warranties of Buyer. Buyer represents and warrants to Seller as follows:

(a) Buyer is an Ohio municipality and is duly authorized to do all things required of it under this Agreement. Buyer has full capacity and authority to enter into this Agreement and to consummate the transactions contemplated hereby. This Agreement and all agreements, instruments and documents necessary or desirable to consummate the transactions contemplated hereby to be executed by Buyer are, and on the Closing Date will be, duly authorized, executed and delivered by, and binding upon Buyer, provided the City Commission has approved the necessary legislation.

(b) Buyer has obtained all consent and permissions relating to the transactions contemplated hereby and required under any covenant, agreement, encumbrance, law or regulation to acquire title as set forth in this Agreement and to perform its obligations hereunder.

(c) Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will constitute a default under any term or provision of any agreement to which Buyer is a party.

(d) Provisions of this Section 9 shall survive Closing.

10. Real Estate Commission. Buyer and Seller warrant and represent to each other that they have not used the services of a real estate licensee, agent or broker in connection with the purchase and sale of the Property, and no broker's commission, finder's fee or other like charges are or shall be payable with respect to the transactions contemplated hereby. Each party hereby agrees to bear any costs associated with such fees that stem from their own activities. The provisions of this Section 10 shall survive Closing.

11. Closing. If Buyer exercises the Option in accordance with this Agreement, the consummation of the transaction contemplated by this Agreement (the "Closing") shall be completed when the parties have exchanged all documents

and funds required herein to be exchanged, and all conditions precedent set forth herein have been satisfied (the "Closing Date"). In no event shall the Closing Date occur later than forty-five (45) days after Seller shall receive the Option Notice from Buyer.

## 12. Instruments of Conveyance.

(a) Seller shall provide Buyer, on or prior to the Closing Date, the following fully executed documents:

(i) the deed, conveying title to the Property to Buyer;

(ii) a certificate in the form of Exhibit B, annexed hereto and incorporated herein by reference, as to the non-foreign status of Seller.

(iii) a certificate, in form reasonably satisfactory to Buyer ("Seller's Certificate"), dated as of the Closing Date and duly executed by Seller, stating that there is no default under the covenants, representations and warranties of Seller contained in this Agreement and, in addition, that all such representations and warranties are true and without exception as of the Closing Date as if made on and as of the Closing Date;

(iv) a certified resolution of the Board of Directors of Seller authorizing the transactions contemplated hereby ("Seller's Resolution").

(v) counterpart closing statements; and

(vi) such other documents as are reasonably necessary for the Title Company to insure in Buyer fee simple title to the Property.

(b) Buyer shall provide Seller the following fully executed documents and funds on or prior to the Closing Date :

(i) the Purchase Price, subject to the closing adjustments contemplated hereby;

(ii) a certified resolution authorizing the transactions contemplated hereby ("Buyer Resolution");

(iii) a certificate, in form reasonably satisfactory to Seller ("Buyer's Certificate"), dated as of the Closing Date and duly executed by Buyer, stating that there is no default under the covenants, representations and warranties of Buyer contained in this Agreement and, in addition, that all such representations and warranties are true and correct without exception as of the Closing Date as if made on and as of the Closing

Date;

(iv) counterpart closing statements; and

(v) such other documents as are reasonably necessary for the Title Company to insure in Buyer fee simple title to the Property.

13. Conditions Precedent to Closing

(a) Buyer's obligations to perform hereunder are expressly contingent and conditional upon satisfaction of the following:

(i) the Title Company shall, at Closing, be ready, willing and able to issue to Buyer the Policy for the Property, insuring fee simple title to the Property in Buyer, subject, however, to the condition of title described in Section 4 hereof;

(ii) Seller shall have provided Buyer all documents required of Seller to be delivered hereunder; and

(iii) the representations and warranties of Seller set forth in Section 8 shall be true and correct as of the Closing Date.

(b) Seller's obligations to perform hereunder are expressly contingent and conditional upon satisfaction of the following:

(i) Buyer shall have provided Seller all funds required hereunder; and

(ii) the representations and warranties of Buyer contained in Section 9 shall be true and correct as of the Closing Date.

(c) The parties acknowledge that the conditions precedent set forth in subsection 13(a) above are for the benefit of Buyer and that the conditions precedent set forth in subsection 13(b) above are for the benefit of Seller. Unless otherwise specifically set forth herein, the date by which the conditions precedent must be satisfied shall be the Closing Date.

(d) In the event that any of the conditions precedent set forth in subsections 13(a) or 13(b) above are not satisfied on or before the Closing Date, the party for whose benefit the condition precedent exists shall have the right to terminate this Agreement by written notice of termination given to the other party within ten (10) days after the date by which the condition must be satisfied, in which event all documents and funds previously exchanged shall be returned to the party so providing same; provided however, that the party for whose benefit the condition precedent exists shall have the right to waive satisfaction thereof, in

which event this Agreement shall proceed to Closing as otherwise provided herein.

14. Notices. All notices and demand required or permitted by either party under this Agreement shall be served upon the other party by personal delivery, by registered or certified United States Mail, postage prepaid, return receipt requested, or by nationally recognized overnight courier (such as Federal Express or UPS), addressed to the respective parties at their respective addresses set forth below:

To Seller:            Hospdela, LLC  
                          2006 Bayview Dr.  
                          St. Petersburg, FL 33715  
                          Enrique De La Piedra, President

To Buyer:            The City of Piqua  
                          201 W. Water St.  
                          Piqua, OH 45356  
                          Attention: William Murphy  
                          Development Office

Delivery shall be deemed complete on the earlier of actual receipt if personally delivered two (2) postal delivery days after mailing or one (1) business day after deposit with an overnight courier. The addresses to which notices and demand shall be delivered or sent may be changed from time to time, by notice served as hereinabove provided by either party upon the other party.

15. Time of Essence. Time is of the essence hereof.

16. Damage or Eminent Domain. In the event of damage to or destruction of all or any part of the Property ("Damage"), or in the event of a taking of all or a portion of the Property in eminent domain proceedings, a sale in lieu thereof, or the threat thereof ("Taking"), prior to the Closing Date, the purchase and sale transaction contemplated hereby shall continue unaffected and on the Closing Date, Seller shall pay to Buyer, without diminution or offset, any insurance proceeds paid as a result of a Damage, less all expenses incurred by Seller in connection therewith, and any award or sale price paid as a result of a Taking, less all expenses incurred by Seller in connection therewith or, if applicable, Seller shall assign and transfer to Buyer the right to receive the same subject to Buyer's obligation to pay to Seller the expenses incurred by Seller in connection therewith.

17. Default

(a) If Buyer defaults under this Agreement, Seller shall have the right to pursue any remedy available at law or in equity as a result of such default including, without limitation, the right to recover damages against Buyer for Buyer's default.

(b) In the event that Seller fails to consummate this Agreement for any reason other than Buyer's default, Buyer shall be entitled to enforce specific performance of Seller's obligation to execute the documents required to convey the Property to Buyer, it being understood and agreed that the remedy of specific performance shall not be available to enforce any other obligation of Seller hereunder.

18. Governing Law. The parties hereto expressly agree that the terms and conditions of this Agreement, and the subsequent performance hereunder, shall be construed and controlled in accordance with the laws of the State of Ohio. The Miami County Court of Common Pleas shall be the proper forum for bringing an action to enforce or construe the provisions of this Agreement. If any provision of this Agreement is deemed invalid, such invalidity shall in no way affect the validity of the remainder of this Agreement.

19. Entire Agreement. This Agreement contains the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings of the parties with respect to the subject matter hereof. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties concerning the subject matter hereof are merged herein. This Agreement may not be amended or modified except in writing signed by both parties hereto.

20. Ohio Brownfield Inventory Application. Seller acknowledges that certain grant funding will be sought under the Clean Ohio Assistance Fund ("COAF") and CORF in connection with the sale of the Property to Buyer, and Seller hereby agrees that it shall exercise commercially reasonable efforts to provide to Buyer, or its nominee, in a timely manner, any information and documentation reasonably requested of Seller to facilitate the obtaining of such funds, including, but not limited to, the execution by Seller of the Ohio Brownfield Inventory Application. Seller shall make available any and all receipts showing payment made on the property for acquisition, clean-up of site, demolition and/or remediation. Seller shall reimburse Buyer for costs incurred to secure the necessary grant funding in the amount not to exceed Ten Thousand Dollars (\$10,000.00).

21. Assignment. This Agreement may be assigned by Buyer to any entity or individual that Buyer shall so designate. Seller may not assign this Agreement and any attempted assignment by Seller shall be void *ab initio*.

22. Sections Headings. All section headings and other titles and captions herein are for convenience only, do not form a substantive part of this Agreement and shall not restrict or enlarge any substantive provisions hereof.

23. Authority. The person executing this Agreement on behalf of each of the parties hereto warrants and represents to the other party that such person is duly authorized to execute this Agreement on behalf of such party, and that the execution hereof by such person on behalf of such party shall fully bind and obligate such party.

24. Pronouns. All pronouns and variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or persons may require.

25. Successors and Assigns. Subject to the provisions of Section 21 hereof, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

26. Recording of Memorandum. Buyer and Seller hereby agree to execute a Memorandum of Option Agreement substantially in the form attached hereto as Exhibit C and record the same in the Recorder of Deeds Office for Miami County, Ohio.

27. Counterparts. This Agreement may be executed in counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in providing this Agreement.

28. Further Assurances. Each party agrees that it will, without further consideration, execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement. Without limiting the generality of the foregoing, Buyer shall, if requested by Seller, execute acknowledgments of receipt with respect to any materials delivered by Seller to Buyer with respect to the Property. The provisions of this Section 28 shall survive Closing.

29. As-Is Sale.

(a) Except for Seller's warranties of title in the deed delivered at the Closing and the representations set forth in Section 8 (the "Seller Warranties"), Seller hereby specifically disclaims any warranty (oral or written) concerning the Property, including but not limited to:

(i) the nature and condition of the Property and the suitability thereof for any and all activities and uses that Buyer elects to conduct

thereon;

(ii) the manner, construction, condition and state of repair or lack of repair of the Property;

(iii) environmental conditions, including without limitation anything revealed by Buyer's inspection pursuant to Section 7;

(iv) the compliance of the Property or its operation with any laws, rules, ordinances or regulations of any government or other body; and

(v) any other matter.

Except for the Seller Warranties, the sale of the property as provided for herein is made on a strictly "as is" "where is" basis with all faults, latent and patent, as of the closing date, and seller makes no warranty or representation, express or implied, or arising by operation of law, including, but in no way limited to, any warranty of quantity, quality, condition, habitability, merchantability, suitability or fitness for a particular purpose of the property, any improvements located thereon or any soil conditions related thereto or absence of defects or faults, absence of hazardous or toxic substances or petroleum, flooding, or compliance with laws and regulations (including, but in no way limited to, those relating to health, safety, and the environment).

(b) Buyer specifically acknowledges that Buyer is not relying on (and Seller hereby disclaims and renounces) any representations or warranties made by or on behalf of Seller of any kind or nature whatsoever, except for the Seller Warranties.

30. Release of Seller. If Buyer exercises the Option, Buyer shall take the Property subject to any and all environmental conditions and other information revealed by Buyer's inspection. In addition, upon exercise of the Option, Buyer releases Seller from any and all costs, losses, claims, liabilities, causes of action, and damages relating to or arising from any environmental or other condition of the Property, whether latent or patent and whether known at the time of exercising the Option or arising subsequently, except that Seller shall reimburse Buyer for any clean-up costs that are not covered by or reimbursable through the Clean Ohio grant dollars in an amount not to exceed Ten Thousand Dollars (\$10,000) or such other amount that may be negotiated. This release shall survive Closing.

31. Access to Property. Upon execution of this Option, Seller acknowledges and consents that Buyer and its representatives shall have the right and permission to enter upon the property to inspect the same and to conduct tests thereon or such other work as may be necessary to participate in the Ohio EPA Voluntary Action Program, the Clean Ohio Assistance Fund and the Clean Ohio

Revitalization Fund; provided that, any such entry, inspection test or other work shall be at Buyer's sole risk. Buyer and its agents are permitted to have immediate and full access to the property for the purposes of conducting a due diligence for any and all parts of the sought after programs identified herein. Buyer agrees to indemnify and hold harmless Seller for any property damage or personal injury sustained by Buyer or any of its agents while on the property, to the extent permitted by Ohio law.

32. Security. Given the disposition and hazards involved with the site, Seller acknowledges that security is a primary issue. Seller shall maintain fencing or adequate security around the premises during the period of this Agreement at Seller's expense.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above.

SELLER:

HOSPDELA, LLC

By:   
Enrique De La Piedra, Sole Member

Print Name: ENRIQUE DE LA PIEDRA

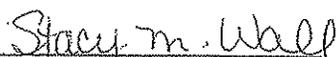
Title: MANAGER

BUYER:

CITY OF PIQUA, OHIO

  
City Manager

APPROVED AS TO FORM  
AND CORRECTNESS:

  
City Law Director

## RESOLUTION NO. R-95 -11

### **A RESOLUTION TO AUTHORIZE THE COMMENCEMENT OF THE APPROPRIATION OF 439 E. ASH STREET, PIQUA, MIAMI COUNTY, OHIO IN THE COMMON PLEAS COURT OF MIAMI COUNTY, OHIO FOR PUBLIC PURPOSES**

WHEREAS, the City's Comprehensive Plan includes the widening of E. Ash Street, U.S. Route 36, east and westbound lanes from the River Bridge to Spring Street; and

WHEREAS, the City has received federal and state funding for the widening of E. Ash Street, U.S. Route 36; and

WHEREAS, the widening project has been in the planning stages since 2005 and is scheduled for completion in 2012; and

WHEREAS, the widening of E. Ash Street, U.S. Route 36 is needed due to the volume of traffic, widening from two lanes to three lanes, noting that it is direct access to the downtown area and for traffic accessing or exiting Interstate 75 and is therefore needed for public purposes; and

WHEREAS, Chapter 163 of the Ohio Revised Code has been complied with, including providing notice to the property owner of 439 E. Ash Street that the City desires to purchase the property in order to complete the widening of E. Ash Street, U.S. Rt. 36; and

WHEREAS, the property owner was made aware of the City's need to acquire the property on July 8, 2010, and negotiations have been unsuccessful to date but are ongoing and fair market value has been offered.

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:

SECTION 1. In accordance with the City's Comprehensive Plan, the widening of E. Ash Street, U.S. Route 36 serves a public purpose and is a project being completed in conjunction with federal and state funds and the direction of the Ohio Department of Transportation.

SECTION 2. The acquisition of 439 E. Ash Street is needed for the completion of the widening of E. Ash Street, U.S. Route 36.

SECTION 3. The City Law Director is authorized to commence appropriation proceedings in the Common Pleas Court of Miami County with regards to 439 E. Ash Street, Piqua, Miami County, Ohio, for public purposes.

SECTION 4. This Resolution shall take effect and be in force from the earliest period allowed by law.

\_\_\_\_\_  
WILLIAM D. VOGT, VICE MAYOR

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

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

REBECCA J. COOL  
CITY COMMISSION CLERK

***For Regular Meeting of City Commission  
August 16, 2011***

**To: William Murphy, Interim City Manager**

**From: Stacy M. Wall, Law Director**

**Date: August 11, 2011**

**Re: Acquisition of Property for Ash Street Project**

***PURPOSE:***

To be able to commence appropriation proceedings for the right-of-way of 515 E. Ash Street and the building on 439 E. Ash Street for the widening of the E. Ash Street project.

***RECOMMENDATION:***

To adopt the Resolution to permit appropriation proceedings to commence against 439 and 515 E. Ash Street to allow the E. Ash Street project to move forward.

***BACKGROUND:***

The City has been in the planning stages of the widening of E. Ash Street since 2005 and the project is in accordance with the City's Comprehensive Plan in focusing on the entrances to the City. The City has received federal and state funding for the project and said project has been authorized by the City Commission. O.R. Colan Associates did appraisals on the properties and on behalf of the City has informed the property owners of the project and the need to acquire individual properties or right-of way. All of the properties that were needed for the project, with the exception of two, have agreed to the acquisition.

The two properties remaining include: (1) 515 E. Ash Street, a residential property owned by Billy and Christine Bryant; and (2) 439 E. Ash Street, a commercial property owned by Bonnie Berger. Communications with the property owners began in July 2010. On the Bryant property, the City needs to acquire right-of-way and has made a fair market value offer, which has been refused. The City has also made an offer to purchase the entire property, which has also been refused. There are no further negotiations with Mr. and Mrs.

Bryant and the acquisition of the right-of-way is required to complete the Ash Street project.

Ms. Berger was also contacted in July 2010 regarding the City's need to purchase the property. The City will purchase the building and the right-of-way but Ms. Berger would remain the owner of the lot. Although negotiations continue for the acquisition, they are nearing end and the City needs to acquire the property or the E. Ash Street project cannot continue.

Both property owners have been offered fair market value and have the right to conduct their own appraisal. Both owners have been informed of any relocation rights.

***ALTERNATIVES:***

1. Adopt the resolutions to allow appropriation actions to commence and continue the E. Ash Street project.
2. Do not adopt the resolutions and risk losing federal and state funding for the E. Ash Street project as the project will stop without the acquisitions.

***DISCUSSION:***

It is recommended that the resolutions be adopted as once the appropriation actions commence in a court of law, the project will continue and the City will not risk losing its funding.

***FINANCIAL IMPACT:***

If the resolutions are not adopted, the City will lose millions of dollars in funding as the project will not go forward.

***CONFORMITY TO CITY PLANS & POLICIES:***

The resolutions are in accordance with the Ohio Revised Code and the acquisitions and the widening of E. Ash Street are in accordance with the City's Comprehensive Plan.

## RESOLUTION NO. R-96-11

### **A RESOLUTION TO AUTHORIZE THE COMMENCEMENT OF THE APPROPRIATION OF RIGHT-OF-WAY OF 515 E. ASH STREET, PIQUA, MIAMI COUNTY, OHIO IN THE COMMON PLEAS COURT OF MIAMI COUNTY, OHIO FOR PUBLIC PURPOSES**

WHEREAS, the City's Comprehensive Plan includes the widening of E. Ash Street, U.S. Route 36, east and westbound lanes from the River Bridge to Spring Street; and

WHEREAS, the City has received federal and state funding for the widening of E. Ash Street, U.S. Route 36; and

WHEREAS, the widening project has been in the planning stages since 2005 and is scheduled for completion in 2012; and

WHEREAS, the widening of E. Ash Street, U.S. Route 36 is needed due to the volume of traffic, widening from two lanes to three lanes, noting that it is direct access to the downtown area and for traffic accessing or exiting Interstate 75 and is therefore needed for public purposes; and

WHEREAS, Chapter 163 of the Ohio Revised Code has been complied with, including providing notice to the property owner of 515 E. Ash Street that the City desires to purchase the right-of-way in order to complete the widening of E. Ash Street, U.S. Rt. 36; and

WHEREAS, the property owner was made aware of the City's need to acquire the right-of-way on July 8, 2010, and negotiations have been unsuccessful although fair market value has been offered.

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:

SECTION 1. In accordance with the City's Comprehensive Plan, the widening of E. Ash Street, U.S. Route 36 serves a public purpose and is a project being completed in conjunction with federal and state funds and the direction of the Ohio Department of Transportation.

SECTION 2. The acquisition of the right-of-way of 515 E. Ash Street is needed for the completion of the widening of E. Ash Street, U.S. Route 36.

SECTION 3. The City Law Director is authorized to commence appropriation proceedings in the Common Pleas Court of Miami County with regards to 515 E. Ash Street, Piqua, Miami County, Ohio, for public purposes.

SECTION 4. This Resolution shall take effect and be in force from the earliest period allowed by law.

\_\_\_\_\_  
WILLIAM D. VOGT, VICE MAYOR

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

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

REBECCA J. COOL  
CITY COMMISSION CLERK

***For Regular Meeting of City Commission  
August 16, 2011***

**To: William Murphy, Interim City Manager**

**From: Stacy M. Wall, Law Director**

**Date: August 11, 2011**

**Re: Acquisition of Property for Ash Street Project**

***PURPOSE:***

To be able to commence appropriation proceedings for the right-of-way of 515 E. Ash Street and the building on 439 E. Ash Street for the widening of the E. Ash Street project.

***RECOMMENDATION:***

To adopt the Resolution to permit appropriation proceedings to commence against 439 and 515 E. Ash Street to allow the E. Ash Street project to move forward.

***BACKGROUND:***

The City has been in the planning stages of the widening of E. Ash Street since 2005 and the project is in accordance with the City's Comprehensive Plan in focusing on the entrances to the City. The City has received federal and state funding for the project and said project has been authorized by the City Commission. O.R. Colan Associates did appraisals on the properties and on behalf of the City has informed the property owners of the project and the need to acquire individual properties or right-of way. All of the properties that were needed for the project, with the exception of two, have agreed to the acquisition.

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Both property owners have been offered fair market value and have the right to conduct their own appraisal. Both owners have been informed of any relocation rights.

***ALTERNATIVES:***

1. Adopt the resolutions to allow appropriation actions to commence and continue the E. Ash Street project.
2. Do not adopt the resolutions and risk losing federal and state funding for the E. Ash Street project as the project will stop without the acquisitions.

***DISCUSSION:***

It is recommended that the resolutions be adopted as once the appropriation actions commence in a court of law, the project will continue and the City will not risk losing its funding.

***FINANCIAL IMPACT:***

If the resolutions are not adopted, the City will lose millions of dollars in funding as the project will not go forward.

***CONFORMITY TO CITY PLANS & POLICIES:***

The resolutions are in accordance with the Ohio Revised Code and the acquisitions and the widening of E. Ash Street are in accordance with the City's Comprehensive Plan.