

**REGULAR PIQUA CITY COMMISSION MEETING
TUESDAY, AUGUST 7, 2012
7:30 P.M. – COMMISSION CHAMBER – 2nd FLOOR
201 WEST WATER STREET
PIQUA, OHIO 45356**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

COMMUNITY PARTNERSHIP AWARDS:

Rich Donnelly
Paul & Edna Stiefel
Joe Drapp
Cliff & Joyce Alexander
Jean Franz
Ruth Koon
Hartzell Propeller – Craig Barhorst
American Legion Piqua Post 184
Southview Neighborhood Association
Northparks Neighborhood Association
POWW – Jeff Lange

REGULAR CITY COMMISSION MEETING

CONSENT AGENDA

1. APPROVAL OF MINUTES
Approval of the minutes from the July 17, 2012 Regular City Commission Meeting

NEW BUSINESS

2. ORD. NO. 10-12 (3rd Reading)
An Ordinance authorizing the modification of the First Ward, Second Ward, Third Ward, Fourth Ward, and Fifth Ward Boundaries
3. ORD. NO. 12-12 (1st Reading)
An Ordinance amending Sections 53.01 and 53.07 of the Piqua Code, relating to Water Rates and New Service
4. ORD. NO. 13-12 (1st Reading)
An Ordinance to vacate a portion of public right of way known as Fountain Boulevard and Lake Street
5. RES. NO. R-109-12
A Resolution awarding a contract to Woodhull LLC for the lease of copiers for the City of Piqua
6. RES. NO. R-110-12
A Resolution awarding a contract to North American Salt Co. for the purchase of road salt for the Street Department

7. RES. NO. R-111-12
A Resolution awarding a contract to Thomas and Betts Steel Structures for the emergency purchase of steel transmission poles for the Power System
8. RES. NO. R-112-12
A Resolution acquiring the services of Efacec/ACS and Precision Contracting Services (PCS) to provide fiber optic system design engineering services for the City
9. RES. NO. R-113-12
A Resolution awarding a contract to Innovative Office Solutions, Inc. for purchase and installation of furniture and storage systems for the Power System Service Center
10. RES. NO. R-114-12
A Resolution awarding a contract to Buckeye Power Sales for the purchase of an emergency generator for the Power System Service Center
11. RES. NO. R-115-12
A Resolution authorizing the City Manager to execute a labor contract with Local Union 984, Ohio Council 8, American Federation of State, County and Municipal Employees, Blue Collar Unit
12. RES. NO. R-116-12
A Resolution authorizing the City Manager to execute a labor contract with Local Union 984, Ohio Council 8, American Federation of State, County, and Municipal Employees, Clerical-Technical Unit

PUBLIC COMMENT

(This is an opportunity for citizens to address the City Commission regarding issues or to provide information. Comments are requested to be limited to five (5) minutes and specific questions should be addressed to the City Manager's office.)

CITY MANAGER'S REPORT

- a. Planning & Zoning Department Update – Mr. Chris Schmiesing

COMMISSIONERS COMMENT

ADJOURNMENT

**MINUTES
PIQUA CITY COMMISSION
Tuesday July 17, 2012
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 Martin, Vogt, Terry, and Wilson. Absent: None.

Presentation - Bill Murphy

I LOVE PIQUA VIDEO AWARDS

Assistant City Manager/Executive Director of Grow Piqua Now Bill Murphy gave a brief overview of the I LOVE PIQUA Project. Mr. Murphy asked Brad Dotson, Riley Branson, and Eli Lightner to come forward. Brad Dotson was the 1st Place winner of the I LOVE PIQUA contest and received an oversized check along with a check in the amount of \$200. Riley Branson was the 2nd Place winner and received an oversized check and a check in the amount of \$100. Eli Lightner of the Piqua High School Media Department accepted an oversized check and a check for \$100 for the Media Department. Mr. Murphy stated the project was really the brainchild of Mainstreet Executive Director Lorna Swisher and thanked her. The winning video was shown to the Commission and the attendees. Mr. Murphy thanked all who participated in the contest, stating they are already looking forward to next year.

Mayor Fess congratulated both of the winners and thanked all who participated.

Residence Pride Awards were presented to:

Scott & Gail Schulz	608 S. Wayne Street
Doug and Linda Morris	1607 Echo Lake Drive
Dick's Paint & Body Shop – Bob Jones	700 S. Roosevelt Avenue
Dan & Marcia Cavendar	1601 W. High Street
Barbara Miller	708 N. College Street

Pictures of the Residence Pride Award winner's homes were shown. Mayor Fess congratulated all of the Residence Pride winners on doing such a wonderful job in maintaining their homes in their neighborhoods and in the community.

Government Academy Graduates

John Berning	Vernice Maz
Bradley Boehringer	Gail McCreight
Connie Cool	Christine Miller
Ron Cool	Andy Monnin
James Cruse	Roger Petijean
Bob Fess	Janel Howery-Ranly
Roger Hartley	Mary Frances Rodriguez
Aaron Hemmert	Bethany Royer
Chad Hewitt	Stu Shear
Bruce Hogston	Kristy Warren
Gary Koenig	David Zimmerman

City Manager Gary Huff stated this is the first class of the Government Academy, and was a very special group. Mr. Huff further stated he has been doing Government Academies for a long time and this was the most enthusiastic and dedicated group of academy students he has ever been involved with. It was very beneficial to the Government Academy participants to learn about city government, and their participation was very beneficial to the city as the information they shared, stated City Manager Huff.

City Manager Huff introduced Community Development Director Bill Lutz, City Manager Huff thanked Mr. Lutz very much for all of his hard work with the Government Academy, as he volunteered to be the coordinator and did a fantastic job. Mr. Lutz received a round of applause from the Commissioners and the audience. City Manager Huff stated the next Government Academy session will begin in September and will run for 14 weeks instead of 11 weeks to be able to cover more information. Citizens can register on the City web site or by contacting the Mr. Lutz.

Mr. Lutz stated the graduates asked if they could all come up as a group. Kristy Warren came forward and presented the City with a certificate and a picture of the group taken at the Power Plant from the Government Academy participants. Ms. Warren stated each week they were treated to the most wonderful food, and as a thank you the group brought gift baskets of cookies for each of the participating departments that allowed them to visit. Ms. Warren further stated this was a wonderful first session of the Government Academy and they appreciated all the time City Manager Huff and Bill Lutz spent away from their families. Ms. Warren thanked all of them along with each of the city departments for all they did for the Government Academy participants over the past 11 weeks.

Each member of the Government Academy came forward as their name was called and City Manager Huff presented them with a Certificate for completing the first Government Academy.

Brad Boehringer, Mound Street came forward stating the Government Academy was a very rewarding experience for him and presented City Manager Huff with a photo album he had put together, which was signed by all of the participants. Mr. Boehringer also presented Mayor Fess with a copy of the certificate presented to the City.

Several of participants came forward to express their feelings about the first Government Academy and they included Gary Koenig, Mary Francis Rodriguez, Ron Cool, Connie Cool, and Kristy Warren. All of the participants were very supportive of the program and encouraged citizens to attend the next Government Academy session, and to get involved with the community and the city programs.

Bill Lutz stated he feels he is the luckiest employee in the City of Piqua because he was able to be a part of the Government Academy. Mr. Lutz also thanked all of the City Departments for their support as they all did an outstanding job. Mr. Lutz stated he had one final thought he wanted to leave the graduates with. Mr. Lutz stated the participants have such a base of knowledge now and encouraged them to use it for the good. Get involved with Boards and Commission and be the city's biggest fan, and go forth and spread the word!!!

Mayor Fess congratulated all of the participants and thanked them for being a part of the first Government Academy class and encouraged other citizens to participate. City Manager stated the participants of the first Government Academy intend to stay in touch and become an alumni group to offer further information in the future.

Commissioner Vogt congratulated all of the Government Academy participants stating he felt they all must of had a good time if they were staying late each session.

Commissioner Martin congratulated the participants, stating it is nice to find out how things actually work instead of the way you think they work.

Commissioner Terry congratulated the participants, and thanked them stating that some of the participants are already volunteering, and hope they will continue in the future to become involved with the city.

Commissioner Wilson stated when Mr. Huff said he was planning on doing a Government Academy for 11 weeks, he thought that was to long, but City Manager Huff was right as usual. Commissioner Wilson stated he hopes some of the graduates plan to run for City Commissioner sometime in the future, or set on one of the many Boards and Committees.

REGULAR CITY COMMISSION MEETING

Consent Agenda

Approval of the minutes from the July 3, 2012 Regular Piqua City Commission Meeting.

Moved by Commissioner Martin, seconded by Commissioner Vogt, to approve the Minutes from the July 3, 2012 City Commission Meeting. Voice vote, Aye: Wilson, Vogt, Martin, Terry, and Fess. Nay: None. Motion carried unanimously.

New Business

ORD. NO. 10-12 (2nd READING)

An Ordinance authorizing the Modification of the First Ward, Second Ward, Third Ward, Fourth Ward, and Fifth Ward Boundaries

Law Director Stacy Wall stated this is the second reading for Ordinance No. 10-12 which authorizes the boundary modifications for the First Ward, Second Ward, Third Ward, Fourth Ward, and Fifth Ward. This is a result of Ordinance No. 3-10 adopted in March of 2010, which stated, "Redistricting of the wards shall occur every ten years using the census. The redistricting shall be based upon an equitable balance of population and shall commence with the 2010 census figures". After the Ordinance is adopted it will be sent to the Board of Elections for them to verify the boundaries, and citizens will be voting in 2013 for the first time with the new changes in boundaries, stated Ms. Wall.

Commissioner Wilson asked if there is any way citizens can find out where they are located with the new changes. City Manager Huff stated they are working on setting up a way citizens can put their address in and it would show where they are located.

Ordinance No. 10-12 was given a second reading.

Ordinance No. 11-12

An Ordinance amending Section 77.01 – Traffic Schedules Adopted, Schedule II and Schedule IV of the Piqua Code, relating to through streets and four-way stop intersections pertaining to the Garbry Road/Looney Road intersection

City Engineer Amy Havenar explained this involves the intersection of Garbry Road and Looney Road as it has been identified by the Miami Valley Regional Planning Commission (MVPC) and the Ohio Department of Transportation (ODOT) as a "high crash location" within the City of Piqua. Since 2009 there have been 19 crashes reported at this intersection with 11 of them resulting in injuries. Seven of those crashes have occurred since January of 2012 with three resulting in injuries. The Transportation Committee voted unanimously at their June 28th meeting to recommend to the City Commission that this intersection be changed to a four-way stop intersection. Ms. Havenar asked if the Commission would consider waving the three reading rule to put the plan into action as soon as possible. Ms. Havenar further explained there is an action plan for a media blitz to notify citizens of the changes that will be occurring at the intersection. Stop ahead signs will be installed with flags on them to draw attention to the new changes at the intersection.

The only financial impact will be for the new stop signs and the new stop ahead signs which the City Sign Shop can make in-house, stated Ms. Havenar.

Public Comment

No one came forward to speak for or against Ordinance No, 11-12.

Moved by Commissioner Martin, seconded by Commissioner Vogt, that the rule requiring Ordinance No. 11-12 be read fully and distinctly on three separate days be suspended. Roll call, Aye: Fess, Martin, Wilson, Terry, and Vogt. Nay: None. Motion carried unanimously.

Moved by Commissioner Vogt, seconded by Commissioner Martin, that Ordinance No. 11-12 be adopted. Roll call, Aye: Fess, Wilson, Terry, Vogt, and Martin. Nay: None. Motion carried unanimously. Mayor Fess then declared Ordinance No. 11-12 adopted.

RES. NO. R-103-12

A Resolution of Intent to vacate a public right-of-way

City Manager Huff stated the petitioner desires to vacate the portion of unimproved public alley right of way adjacent to Inlots 3084 – 3088. The area is located between Hancock Avenue and Brice Avenue to be vacated is unimproved and does not appear to be necessary to the intended use of the affected right-of-way.

Public Comment

No one came forward to speak for or against Resolution No. R-103-12.

Moved by Commissioner Wilson, seconded by Commissioner Terry, to approve the Resolution No. R-103-12. Roll call, Aye: Vogt, Martin, Wilson, Terry, and Fess. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution R-103-12 adopted.

RES. NO. R-104-12

A Resolution awarding a contract to Walnut Grove Playgrounds for the purchase of park equipment at Mote Park at a cost not to exceed \$29,000.00.

Community Development Director Bill Lutz explained this was part of the 2011 Community Development Block Grant program and the city allocated \$29,000 for the installation of park equipment at Mote Park. City staff coordinated with the Southview Neighborhood Association on determining what type of equipment they wanted to have in the park. Requests for proposals were sent out and the City received eight proposals that were reviewed by the Southview Neighborhood Association and they identified the top three that were then reviewed by the City. Walnut Grove Playgrounds was the most responsive proposal since they kept their costs underneath the \$25,000 threshold, with the other two proposals both being over \$33,000. The City negotiated with Walnut Grove Playgrounds and was able to receive additional equipment within the \$29,000 budget, stated Ms. Havenar. Ms. Havenar gave a brief overview of the various pieces of new playground equipment being purchased.

Public Comment

Frank Barhorst, S. Wayne Street came forward and expressed his appreciation for the new playground equipment stating he is glad to see it finally happening, and urged Commissioners to pass the resolution.

Jean Franz, Parkridge Place came forward and expressed her appreciation for the new playground equipment stating she has been waiting for this for a long time. Ms. Franz further stated the new shelter is being used quite often and is a great asset to Mote Park.

Al Cooper, Park Board member, came forward stating the current slides and swings were there when he was a child, which has been quite a while. Mr. Cooper further stated this is the greatest thing for Mote Park, and would like to see it get done as soon as possible.

Moved by Commissioner Vogt, seconded by Commissioner Martin, that Resolution No. R-104-12 be adopted. Roll call, Aye: Martin, Wilson, Terry, Fess, and Vogt. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-104-12 adopted.

Mayor Fess thanked all of them for their patience, and stated the Southview Neighborhood Association has been doing an outstanding job not only with Mote Park, but also with all of the other projects they have worked on.

RES. NO. R-105-12

A Resolution authorizing preliminary legislation with the Ohio Department of Transportation (ODOT) for the programming of the North Main Street Streetscape Project

City Engineer Amy Havenar explained this resolution would allow the City to enter into an agreement with the Ohio Department of Transportation (ODOT) for the programming of the North Main Street Streetscape Project. Currently the streetscape is on Main Street from Wood Street to Greene Street. The North Main Street Streetscape project would extend the streetscape design north to Riverside Drive to complete the streetscaping on the North Main Street Corridor. The project was awarded \$300,000 in funding from the MVRPC with the project scheduled for construction in 2016, but we have to get the project programmed with ODOT at this time, stated Ms. Havenar.

Public Comment

No one came forward to speak for or against Resolution No. R-105-12.

Moved by Commissioner Terry, seconded by Commissioner Wilson, that Resolution No. R-105-12 be adopted. Roll call, Aye: Wilson, Terry, Fess, Vogt, and Martin. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-105-12 adopted.

RES. NO. R-106-12

A resolution acquiring the services of Power System Engineering, Inc. to provide Professional Engineering Service for the City

Electrical Engineer Nick Berger explained on June 29th, 2012 a storm came through the City of Piqua doing significant damage to the power system including a half mile transmission line that connected Sub 5 which is located on north 25-A to Sub 4 which is in the south end of town. Mr. Berger further explained the damage that was done, and stated they went out to nine different engineering firms to get bids for the repairs. After reviewing the bids it was determined that Power Systems Engineering was best suited to make the needed repairs.

Mayor Fess stated she had so many citizens tell her how much they appreciated how quickly the power was restored after the storm. Further stating other communities were without power for much longer periods of time and they appreciate all the work they do and how well they maintain the Power System.

City Manager Huff stated there was quite extensive damage done and fortunately the City is going to qualify for a FEMA reimbursement for the \$660,000 for repairs and overtime that was spent.

There were several questions regarding the reimbursement and the type of repairs that would be needed, and how the city would receive the funds. Mr. Berger explained how the city would be reimbursed and the necessary steps that will be taken to make the repairs.

Public Comment

Brad Boehring, Mound Street came forward and asked if someone could explain the damage that was done during the storm, and what type of poles would they be replacing the damaged poles with. Mr. Berger gave a brief overview of the areas that received damage, and the type of poles they plan to use.

Moved by Commissioner Terry, seconded by Commissioner Wilson, that Resolution No. R-106-12 is adopted. Roll call, Aye: Terry, Fess, Vogt, Martin, and Wilson. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-106-12 adopted.

RES. NO. R-107-12

A Resolution authorizing permission to conduct business with Silver Fox Logo Wear

Law Director Stacy Wall read the resolution as Rebecca J. Cool; Clerk of Commission recused herself from the Commission Chambers during the discussion and the vote on Resolution No. R-107-12 due to a conflict of interest. City Manager Huff explained the project was put out for bid and the lowest bid received was by a city employee. The employee, Rebecca Cool, has filed the required City Disclosure form indicating she has a direct interest in the company. There was no discussion by the Commission.

Public Comment

No one came forward to speak for or against Resolution No. R-107-12.

Moved by Commissioner Terry, seconded by Commissioner Martin, that Resolution No. R-107-12 be adopted. Roll call, Aye: Terry, Martin, Fess, Vogt, and Wilson, Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-107-12 adopted.

RES. NO. R-108-12

A Resolution requesting authorization to enter into an agreement with Milton Township, Mahoning County, Ohio for the purchase of two 2009 Chevrolet Tahoe Police Patrol vehicles

Police Chief Jamison explained during the 2012 budget discussion the Police Department presented an option that would allow for the replacement of five police cruisers with used police cruisers. \$87,000 was authorized for the replacement of the five police vehicles. It was noted that they waited until mid-year to make the purchase to make sure revenues were staple enough to go forward with the purchases. One vehicle has already been purchased, and two 2009 Chevrolet Tahoe Police Patrol Vehicles have been located from Milton Township, Mahoning County. Chief Jamison gave a brief description of the equipment that is on the vehicles and stated the manufactures warranty is still in effect on both vehicles.

There was discussion on the cost of the changes in equipment, fuel consumption, and the type of signage that would need to be done on the new vehicles if purchased. Chief Jamison explained.

Public Comment

Connie Cool, Park Avenue came forward and inquired why Milton Township was disposing of the vehicles at this time? Chief Jamison explained Milton Township's replacement program and further stated they vehicles are still very good cars for the City of Piqua.

Moved by Commissioner Martin, seconded by Commissioner Vogt, that Resolution No. R-108-12 be adopted. Roll call, Aye: Vogt, Martin, Wilson, Terry, and Fess. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-108-12 adopted.

OTHER

Monthly Reports - May 2012

Monthly Reports were accepted.

Public Comment

This is an opportunity for citizens to address the City Commission regarding issues or to provide information. Comments are requested to be limited to five (5) minutes and specific questions should be addressed to the City Manager's office.

Jean Franz, Parkridge Place, stated Scott Schulz one of the Residence Pride winners was in the audience and wanted to recognize him.

Ron Cool, Park Avenue, came forward and asked if it would be possible to have under the City Managers Report information on the Ash Street Project, and the Power Distribution Project. City Manger Huff stated he would provide the up dates.

Brad Boehringer, Mound Street, came forward to inquire about the North Main Street Streetscape Project. Mr. Boehringer stated he has been an advocate of making Mound Street a one-way street for some time now. Mr. Boehringer would like to know what could be done through the Streetscape Project to improve turning off of North Main Street onto Mound Street? Mayor Fess stated that is something that can be addressed at the time they do the design plans. City Manager Huff stated a Public Meeting will be held for citizens to receive their input, and that can be addressed at that time.

City Manager's Report

Community Development Department Update – Bill Lutz

Mr. Lutz gave a brief overview of Community Development and where it fits within the whole city organization. Assistant City Manager/Economic Development Director Bill Murphy heads the Development Department up. Underneath that there are three main areas, Economic Development, Community Development, and Planning and Zoning, explained Mr. Lutz.

There has been a lot of community engagement this year, the Government Academy, the INVOLVE Program, Nextdoor Program, Special Events Coordination, Resource Development, and scores of other funding that has been requested. The forming of the Piqua Neighborhood Improvement Incorporated, which is a tax-exempt organization that coordinates a lot of the neighborhood activities.

In 2011-2012 secured over \$4 million dollars in financial resources to focus on redevelopment. Mr. Lutz explained four of these programs

The city has been very successful in receiving Clean Ohio Revitalization Fund (CORF) in the amount of \$2 million. Receiving \$ 1.4 Million working with Miami County to do the Phase 1 Power Plant Project, and worked with Miami County to receive \$500 thousand dollars for the County to work on the Moving Ohio Forward Program, and received \$50 thousand dollars from the Brownfield Action Planning Program.

Mr. Lutz gave a brief update on the Hospital Demolition Project to date. The project began on April 25, and is expected to be completed by October 25, 2012. The project consists of two phases; the first will be the remediation of the building followed by the demolition. Most of the remediation is occurring in the back of the structure and once completed the associated buildings will be ready for demolition. They include the former hospital building, a four-story concrete/brick façade structure with a partial basement and tunnel system approximately 150,000 square feet, a three-story administration building approximately 72,000 square feet, and the remains of the third

structure a concrete basement which use to be the power house which was accessible through a tunnel that was connected to the hospital estimated to be about 2,200 square feet.

The \$1.4 million received for the Power Plant Project is for cleanup behind the power plant area that consists of removing the metal and concrete structures and asphalt and constructing a new Riverfront Park.

The City of Piqua was only one of six communities in the State of Ohio to receive the \$50,000 from the Brownfield Action Planning Pilot Program, as this is a brand new program for the Department of Development, Mr. Lutz further explained. A Public information program is scheduled for Thursday, July 19, at 6:00 P.M. at the Plaza and Mr. Lutz encouraged residents to attend.

Moving Ohio Forward is a new program and Mr. Lutz explained how the City of Piqua would receive funding to help demolish vacant properties.

City Manager asked Mr. Lutz to explain the Nextdoor Program, which is a networking program for neighborhoods to keep in touch. Piqua is the first municipality in the State of Ohio to utilize this program stated City Manager Huff. This is just another way to continue to be innovative and creative in reaching out to the community, and helping the community communicate. We really feel strongly that communication between citizens and citizen's involvement engagement is the key to the success within the community, said City Manager Huff. Mr. Lutz stated after the storm last week he received a call from an elderly gentleman who needed some help with repairs. A call was placed to Nextdoor and several residents responded to help the elderly gentleman with his repairs. This is a really tool for help with communications in the neighborhoods, stated Mr. Lutz.

Commissioner Wilson asked how residents get a hold of someone if they do not have a computer. Mr. Lutz explained how they could be apart of the program.

City Manager explained the INVOLVE Program and encouraged neighbors to look out for each other and if someone needs assistance to call the INVOLVE program.

Mayor Fess stated all of the funds the city has received from grants would not have been possible without all of the hard work put forth by Bill Lutz in the writing of the grants. Mayor Fess thanked Mr. Lutz for all of his hard work.

City Manager Huff stated the Skate Park is under construction at Pitsenbarger Park. This should be completed by the end of summer all thanks to Rich Donnelly who donated all of the costs and is doing the project. We certainly owe him a lot, said City Manager Huff.

City Manager Huff also stated at the August 7th Commission Meeting the City would be presenting the first ever Community Partnership Awards. This program recognizes individuals, organizations, and business that have made contributions to Piqua Community over an extended period of time.

Commissioner Comments

Commissioner Vogt thanked the Government Academy participants, congratulated the I Love Piqua award winners, and the Residence Pride winners, stating they are all important to the City and set a good example for others to participate. Commissioner Vogt stated it is has been really hot and is a good time to go to the Municipal Pool, play Golf, or go to the Parks as the city has such nice facilities. The city and Commissioners Vogt and Martin will be hosting a Car Show on July 20, 2013 at Fountain Park, and have been able to secure the "Van Dells" to be the entertainment for the evening so mark your calendars, stated Commissioner Vogt.

Commissioner Martin reminded citizens to continue to recycle. Recycle bins can be obtained at the Utilities Department or the Health Department if residents are in need of one. Commissioner Martin also congratulated the twenty-two Government Academy graduates stating if they want to get involved they know how the different departments work together to run the city.

Commissioner Terry stated she drove by the Skateboard Park and also the Hospital Project and things are going on at both sites. Commissioner Terry congratulated the Residence Pride Award winners. Commissioner Terry reminded citizens to attend the Band Concert at 7:00 P.M. on Thursday July 19, at Hance Pavilion.

Commissioner Wilson congratulated all the winners and participants stating it felt like a "pep rally" tonight. Commissioner Wilson encouraged the Resident Pride Award winners to keep inspiring their neighbors to keep their properties up for the betterment of our community.

Mayor Fess invited Scott Schulz to come forward to be recognized for his Residence Pride Award. Mr. Schulz thanked the City and the person who nominated him. Mayor Fess thanked Mr. Schulz for taking pride in his property.

Mayor Fess stated it was a fun night and she appreciates the citizens who took the time to attend the Government Academy as some of them are already becoming involved with City programs and volunteering. City Manager Huff recommends the programs but it take citizens to make them work, stated Mayor Fess.

Mayor Fess asked City Manager Huff to explain what "Fiber Optics" is and what it means to the city. City Manager Huff explained what it consists of and further explained that very few cities have fiber optics. From an economic development standpoint it would be a great tool when trying to attract new companies to locate in the community. This will be a great opportunity for the community in the future, stated City Manager Huff.

Mayor Fess commented when Randy Kirchner was a Commissioner twenty years ago he along with Commissioner Wilson worked very hard to promote fiber optic lines coming into Piqua, and now it may become a reality soon.

Mayor Fess stated everyone in the community is working hard. If people are negative they need to get out and talk to other people and find out what is really going on in the community. We all take pride in our community and there are new ideas coming up one right after another.

Moved by Commissioner Vogt, seconded by Commissioner Martin, to adjourn from the Regular Piqua City Commission Meeting at 9:05 P.M. Voice vote, Aye: Martin, Wilson, Fess, Vogt, and Terry. Nay: None. Motion carried unanimously.

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____

REBECCA J. COOL
CLERK OF COMMISSION

ORDINANCE NO. 10-12

AN ORDINANCE AUTHORIZING THE MODIFICATION OF THE FIRST WARD, SECOND WARD, THIRD WARD, FOURTH WARD, AND FIFTH WARD BOUNDARIES

WHEREAS, on March 26, 2010 the Piqua City Commission adopted Ordinance 3-10, which states, "Redistricting of the wards shall occur every ten years using the census. The redistricting shall be based up an equitable balance of population and shall commence with the 2010 census figures"; which was voted upon as an amendment to Charter Section 3 at the November 2, 2010, General Election and approved by the electorate, and

WHEREAS, the City Commission met in a public work session on June 14, 2012 to consider the matter; and

WHEREAS, the Piqua City Planner presented information concerning the existing ward boundaries and recommended changes to the existing ward boundaries establishing an equitable distribution of the population as shown in Appendix A.

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. That the Piqua City commission hereby amends Chapter 11 of the City of Piqua Code of Ordinances as follows:

§ 11.01 WARDS ESTABLISHED.

The city is divided into five wards and the wards are created and established in the city as defined below and referenced in Appendix A.

§ 11.02 FIRST WARD.

~~From the east corporation line of the city Beginning at the east corporation line at its location at the intersection of with the former Pennsylvania Railroad and Troy-Sidney Road; thence west with the former Pennsylvania Railroad alignment to the Great Miami River; thence south with the west shoreline of the Great Miami River to centerline of Weber-E. Main Street-as extended; thence south-west with the centerline of E. Main Street to Wood Street; thence west with the centerline of Wood Street to the centerline of Wayne Street; thence south with the centerline of Wayne Weber Street to the centerline of Wood Garnsey Street; thence west with the centerline of Garnsey-Wood Street to Gordon-Downing Street; thence north-south with the centerline of Gordon Downing Street to South-Miami Street; thence west with the centerline of Miami South Street to the centerline of Boal AvenueGordon Street; thence south with the centerline of Boal AvenueGordon Street to Young Street; thence west with the centerline of Young Street to Ellerman Street; thence south with the centerline of Ellerman Street to South Street; thence east with the centerline of South Street to Cottage Avenue; thence south with the centerline of Cottage Avenue to Manier Avenue; thence east with the centerline of Manier Avenue to Gordon Street; thence south with the centerline of Gordon Street to the south corporation line; and thence following the corporation line to the place of beginning.~~

§ 11.03 SECOND WARD.

Beginning at the ~~intersection of south corporation line at its intersection with Gordon Street between Manier Avenue and Hemm Road~~; thence north with the centerline of ~~Gordon Street to Manier Avenue~~; thence west with the centerline of ~~Manier Avenue to Cottage Avenue~~; thence north with the centerline of ~~Cottage Avenue to South Street~~; thence west with the centerline of ~~South Street to Ellerman Street~~; thence north with the centerline of ~~Ellerman Street to Young Street~~; thence east with the centerline of ~~Young Street to Gordon Street~~; ~~Boal Avenue and the south corporation line of the city~~; thence north with the centerline of ~~Gordon Street~~~~Boal Avenue~~ to the centerline of ~~South Covington Avenue~~~~Street~~; thence ~~east west~~ with the centerline of ~~South Street~~~~Covington Avenue~~ to the centerline of ~~Gordon Street~~~~McKinley Avenue~~; thence south with the centerline of ~~Gordon Street~~~~McKinley Avenue~~ to the centerline of ~~Garnsey~~~~Grant~~ Street; thence ~~westeast~~ with the centerline of ~~Grant~~ ~~Garnsey~~ Street to the centerline of ~~Weber Street~~~~Beverly Drive~~; thence north with the centerline of ~~Weber Street~~~~Beverly Drive~~ as extended to the ~~Pennsylvania Railroad~~~~Covington Avenue~~; thence west with the centerline of the ~~Pennsylvania Railroad~~~~Covington Avenue~~ to the centerline of ~~McKinley Avenue~~ ~~as extended~~~~Sunset Drive~~; thence ~~north south~~ with the centerline of ~~McKinley Avenue~~~~Sunset Drive~~ to ~~High~~ the centerline of ~~Edge~~ Street; thence west with the centerline of ~~High~~ ~~Edge~~ Street to the west corporation line; and thence following the corporation line to the place of beginning.

§ 11.04 THIRD WARD.

Beginning at the ~~east corporation line at its~~ intersection ~~with of~~ the ~~former~~ Pennsylvania Railroad ~~between Looney Road and Troy-Sidney Road~~; thence ~~and the east corporation line of Piqua, then~~ west with the ~~said former~~ Pennsylvania Railroad ~~alignment and the centerline of Steele to~~ the Great Miami River; thence south with the west shoreline of the Great Miami River to E. Main Street; thence west with the centerline of E. Main Street to Wood Street; thence west with the centerline of Wood Street to the centerline of Wayne Street; thence south with the centerline of Wayne Street to the centerline of Wood Street; thence west with the centerline of Wood Street to Downing Street; thence south with the centerline of Downing Street to Miami Street; thence west with the centerline of Miami Street to Gordon Street; thence north with the centerline of Gordon Street to the former Pennsylvania Railroad; thence west with the former Pennsylvania Railroad alignment to the former Piqua Hydraulic Canal; thence north with the Piqua Hydraulic Canal alignment to High Street; thence east with the centerline of ~~Street as extended~~; thence north with the centerline of ~~Steele Street as extended to the intersection of~~ High Street ~~to~~; thence west with the centerline of High Street to the intersection of ~~Washington Avenue~~~~Lincoln Street~~; thence north with the centerline of ~~Washington Avenue~~~~Lincoln Street~~ to the centerline of North Street; thence east with the centerline of North Street to the centerline of ~~Downing Street~~~~Broadway~~; thence north with the centerline of ~~Broadway~~~~Downing Street~~ to the centerline of ~~Camp Street~~~~Riverside Drive~~; thence east with the centerline of ~~Riverside Drive~~~~Camp Street~~ to the centerline of ~~Downing~~~~Main~~ Street; thence north with the centerline of ~~Downing~~~~Main~~ Street ~~to the~~ Great Miami River ~~as extended to the corporation line~~; thence east with the south shoreline of the Great Miami River to Ash Street; thence east with the centerline of Ash Street to the CSX Railroad; thence north with the centerline of the CSX Railroad to the ~~north corporation line at its intersection with the Interstate 75 south bound travel lanes~~; and thence following the corporation line to the place of beginning.

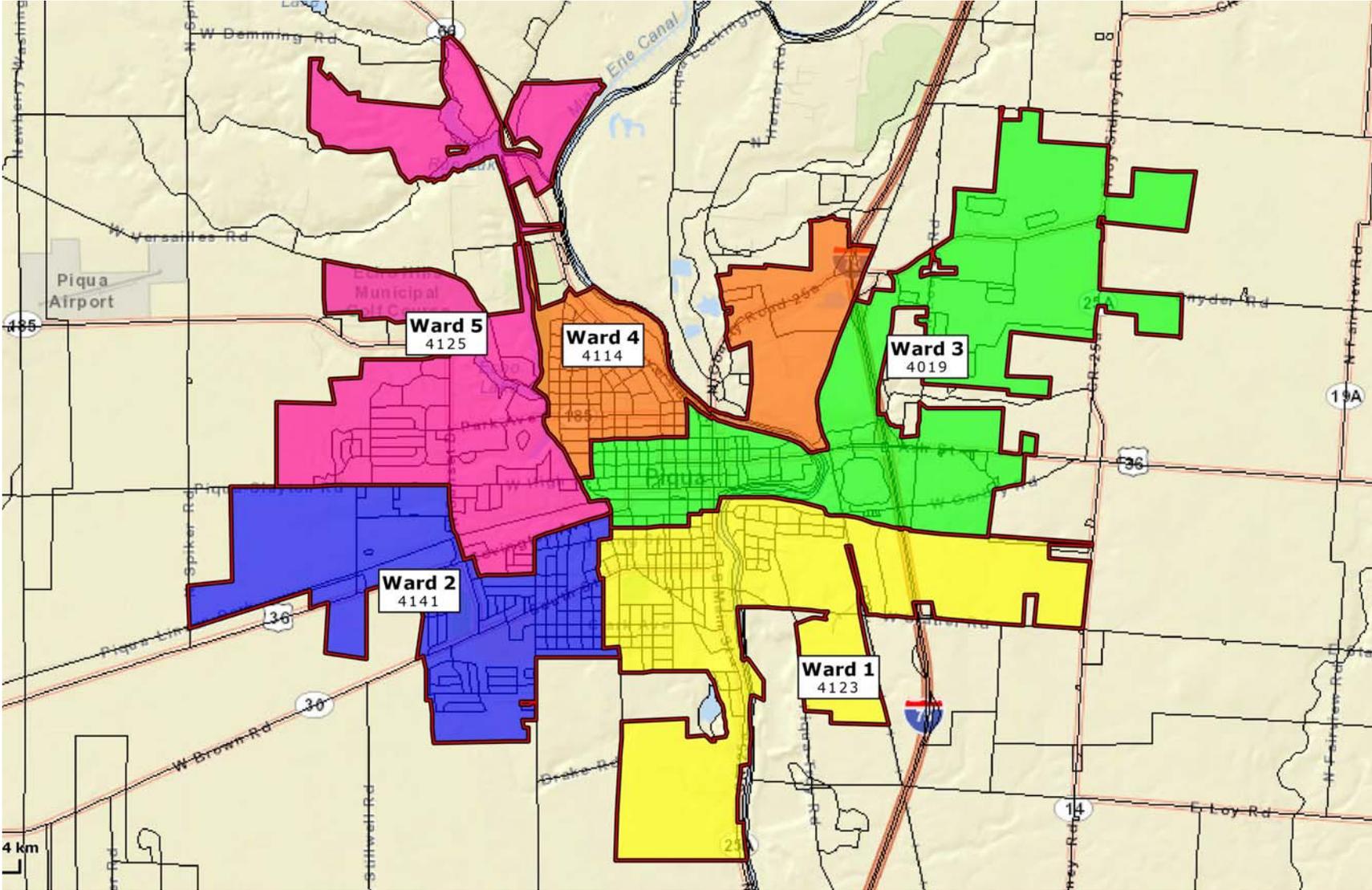
§ 11.05 FOURTH WARD.

Beginning at the east corporation line at its intersection with of Downing Street as extended and the north corporation line to the city, i.e., the Miami River~~Zeigler Road~~ between State Route 66 and the Piqua Hydraulic Canal; thence west south-with the centerline of Downing Street~~Zeigler Road~~ to the Piqua Hydraulic Canal centerline of Camp Street; thence south west-with the Piqua Hydraulic Canal alignment to centerline of Camp Street to the centerline of Broadway Echo Lake Drive; thence east south-with the centerline of Echo Lake Drive to Forest Avenue Broadway to the centerline of North Street; thence south west with the centerline of Forest Avenue~~North Street~~ to the centerline of Washington~~Park~~ Park Avenue; thence north west with the centerline of Washington~~Park~~ Park Avenue to the Piqua Hydraulic Canal; thence south with the Piqua Hydraulic Canal alignment to High Street; thence east with the centerline of High Street to Lincoln Street; thence north with the centerline of Lincoln Street to North Street; thence east with the centerline of North Street to Downing Street; thence north with the centerline of Downing Street to Riverside Drive; thence east with the centerline of Riverside Drive to Main Street; thence north with the centerline of Main Street to the Great Miami River; thence east with the south shoreline of the Great Miami River to Ash Street; thence east with the centerline of Ash Street to the CSX Railroad; thence north with the centerline of the CSX Railroad to the north corporation line at its intersection with the Interstate 75 south bound travel lanes; and thence north corporation line of the city and thence-following the corporation line to the place of beginning.

§ 11.06 FIFTH WARD.

Beginning at the east corporation line at its intersection with Zeigler Road between State Route 66 and the Piqua Hydraulic Canal; thence west with the centerline of Zeigler Road to the Piqua Hydraulic Canal ; thence south with the Piqua Hydraulic Canal alignment to Echo Lake Drive; thence east with the centerline of Echo Lake Drive to Forest Avenue ; thence south with the centerline of Forest Avenue to Park Avenue; thence west with the centerline of Park Avenue to the Piqua Hydraulic Canal; thence south with the Piqua Hydraulic Canal alignment to the former Pennsylvania Railroad; thence east with the former Pennsylvania Railroad alignment to Gordon Street; thence south with the centerline of Gordon Street to Covington Avenue; thence west with the centerline of Covington Avenue to McKinley Avenue; thence south with the centerline of McKinley Avenue to Grant Street; thence west with the centerline of Grant Street to Beverly Drive; thence north with the centerline of Beverly Drive extended to Covington Avenue; thence west with the centerline of Covington Avenue to Sunset Drive; thence north with the centerline of Sunset Drive to High Street; thence west with the centerline of High Street to the west corporation line; and thence following the corporation line to the place of beginning. ~~Being all of the land within the corporate limits of the city which is west of the line described as follows: Beginning at the intersection of the north corporation line and the centerline of Washington Avenue; thence south with the centerline of Washington Avenue to the centerline of High Street; thence east with the centerline of High Street to the centerline of Steele Street; thence south with the centerline of Steele Street as extended to the Pennsylvania Railroad; thence west with the Pennsylvania Railroad to the centerline of McKinley Avenue as extended; thence south with the centerline of McKinley Avenue to the centerline of Edge Street and thence west with the centerline of Edge Street to the west corporation line; thence north following the west corporation line to where the west corporation line intersects the north corporation line; thence east along the north corporation line to the place of beginning.~~

APPENDIX A: CITY OF PIQUA WARD BOUNDARIES



SECTION 2. The Clerk of this Commission shall certify a copy of this Ordinance to the Board of Elections of Miami County, Ohio.

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

1st Reading 7-3-2012
2nd Reading 7-17-2012

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CITY COMMISSION CLERK



City Commission Agenda Staff Report

Item # 2

MEETING DATE	7/3/2012			
REPORT TITLE (Should match resolution/ordinance title)	An Ordinance Authorizing the Modification of the First Ward, Second Ward, Third Ward, Fourth Ward, and Fifth Ward Boundaries			
SUBMITTED BY	Name & Title: Chris Schmiesing, City Planner			
	Department: Development Department			
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Regular
ORDINANCE/RESOLUTION	<input checked="" type="checkbox"/> 1 st Reading	<input type="checkbox"/> 2 nd Reading	<input type="checkbox"/> 3 rd Reading	<input type="checkbox"/> Public Hearing
	Ordinance #: 10-12		Resolution #:	
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input checked="" type="checkbox"/> Law Director	
	<input checked="" type="checkbox"/> City Commission Work Session		<input checked="" type="checkbox"/> City Planner	
BACKGROUND (Includes description, background, and justification)	The proposed ward boundary modifications establish an equitable distribution of the population based upon the 2010 US Census data.			
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	0		
	Expenditure \$:	0		
	Narrative:	This is in response to Ordinance 03-10.		
OPTIONS (Include Deny /Approval Option)	1.	Approve the ordinance		
	2.	Reject the ordinance		
	3.			
	4.			
PROJECT TIMELINE	Jun 14, 2012 – City Commission; Work Session July 3, 2012 – City Commission; 1 st reading Jul 17, 2012 – City Commission; 2 nd reading Aug 7, 2012 – City Commission; 3 rd reading			
STAFF RECOMMENDATION	Approve the ordinance to adopt the proposed ward boundary modifications			

ORDINANCE 12-12

AN ORDINANCE AMENDING SECTIONS 53.01 AND 53.07 OF THE PIQUA CODE, RELATING TO WATER RATES AND NEW SERVICE

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

SEC. 1: Section 53.01 of the Piqua Code is hereby amended to read as follows (with additions underlined and deletions lined out):

§ 53.01 RATES WITHIN CITY.

(A) *Water rates.* The following rates are available to residential, commercial, and industrial water consumers in the city, for brackets one through six, and apply to single establishments or dwellings. For these rates the available meter sizes are ~~1/2~~-inch, ~~3/4~~-inch, 1-inch, 1½- inch, 2-inch, 3-inch, 4-inch, 6-inch, 8-inch, 10-inch, and 12-inch.

(1) *Bracket One.* The first 1,000 gallons, or any part thereof, consumed per month.

Size of Meter	Monthly Meter Charge	2012 Sept-Dec	Effective 1/1/2013	Effective 1/1/2014	Effective 1/1/2015	Effective 1/1/2016
5/8-inch	41.24	<u>13.49</u>	<u>16.19</u>	<u>17.16</u>	<u>18.19</u>	<u>19.28</u>
¾-inch	45.25	<u>18.30</u>	<u>21.96</u>	<u>23.28</u>	<u>24.67</u>	<u>26.15</u>
1-inch	20.04	<u>24.01</u>	<u>28.81</u>	<u>30.54</u>	<u>32.38</u>	<u>34.32</u>
1½-inch	28.29	<u>33.95</u>	<u>40.74</u>	<u>43.18</u>	<u>45.77</u>	<u>48.52</u>
2-inch	70.72	<u>84.86</u>	<u>101.84</u>	<u>107.95</u>	<u>114.42</u>	<u>121.29</u>
3-inch	403.38	<u>124.06</u>	<u>148.87</u>	<u>157.80</u>	<u>167.27</u>	<u>177.30</u>
4-inch	472.32	<u>206.78</u>	<u>248.14</u>	<u>263.03</u>	<u>278.81</u>	<u>295.54</u>
6-inch	334.65	<u>401.58</u>	<u>481.90</u>	<u>510.81</u>	<u>541.46</u>	<u>573.95</u>
8-inch	586.22	<u>703.46</u>	<u>844.16</u>	<u>894.81</u>	<u>948.49</u>	<u>1005.40</u>
10-inch	837.95	<u>1005.54</u>	<u>1206.65</u>	<u>1279.05</u>	<u>1355.79</u>	<u>1437.14</u>
12-inch	4089.60	<u>1307.52</u>	<u>1569.02</u>	<u>1663.17</u>	<u>1762.96</u>	<u>1868.73</u>

(2) *Bracket Two.* Monthly charge for water in excess of 1,000 gallons, but not exceeding 25,000 gallons shall be \$4.14 \$4.97 per 1,000 gallons.

2012	2013	2014	2015	2016
4.14				
<u>4.97</u>	<u>5.96</u>	<u>6.32</u>	<u>6.70</u>	<u>7.10</u>

- (3) *Bracket Three.* Monthly charge for water in excess of 25,000 gallons, but not exceeding 250,000 gallons shall be ~~\$2.92~~ **\$3.50** per 1,000 gallons.

2012	2013	2014	2015	2015
2.92				
<u>3.50</u>	<u>4.20</u>	<u>4.46</u>	<u>4.72</u>	<u>5.01</u>

- (4) *Bracket Four.* Monthly charge for water in excess of 250,000 gallons, but not exceeding 1,000,000 gallons shall be ~~\$2.59~~ **\$3.11** per 1,000 gallons.

2012	2013	2014	2015	2015
2.59				
<u>3.11</u>	<u>3.73</u>	<u>3.95</u>	<u>4.19</u>	<u>4.44</u>

- (5) *Bracket Five.* Monthly charge for water in excess of 1,000,000 gallons, but not exceeding 3,000,000 gallons shall be ~~\$2.29~~ **\$2.75** per 1,000 gallons.

2012	2013	2014	2015	2015
2.29				
<u>2.75</u>	<u>3.30</u>	<u>3.50</u>	<u>3.71</u>	<u>3.93</u>

- (6) *Bracket Six.* Monthly charge for all water in excess of 3,000,000 gallons shall be ~~\$2.06~~ **\$2.47** per 1,000 gallons.

2012	2013	2014	2015	2015
2.06				
<u>2.47</u>	<u>2.97</u>	<u>3.14</u>	<u>3.33</u>	<u>3.53</u>

- (B) *Temporary water service charge.* A charge of ~~\$40~~ **\$48** will be made for installation and removal of metering equipment for temporary service.

- (C) *Private fire service maintenance fees.*

Size of Tap	Monthly Fee	2012	2013	2014	2015	2016
4-inch or less	42.41	<u>14.89</u>	<u>17.87</u>	<u>18.94</u>	<u>20.08</u>	<u>21.28</u>
6-inch	27.91	<u>33.49</u>	<u>40.19</u>	<u>42.60</u>	<u>45.16</u>	<u>47.87</u>
8-inch	39.01	<u>46.81</u>	<u>56.17</u>	<u>59.54</u>	<u>63.12</u>	<u>66.90</u>
10-inch	50.83	<u>61.00</u>	<u>73.20</u>	<u>77.59</u>	<u>82.24</u>	<u>87.18</u>
12-inch	61.92	<u>74.30</u>	<u>89.16</u>	<u>94.51</u>	<u>100.19</u>	<u>106.20</u>

- (D) *Municipal golf course.* The rate charged to the Echo Hills Municipal Golf Course shall be 75% of the otherwise applicable rate.

(*97 Code, § 54.01) (Ord. 48-68, passed 12-2-68; Am. Ord. 8-92, passed 3-16-92; Am. Ord. 8-93, passed 3-15-93; Am. Ord. 7-95, passed 3-20-95; Am. Ord. 24-05, passed 12-19-05; Am. Ord. 17-07 passed 9-17-07).

SEC. 2: Section 53.07 of the Piqua Code is hereby amended to read as follows (with additions underlined and deletions lined out):

§ 53.07 NEW SERVICE.

The following charges are established for the installation of new water services.

- (A) The tap-in charge for new ¾-inch water services with ½-inch x ¾-inch meters shall be according to the following schedule.

2012	1/1/2013	1/1/2014	1/1/2015	1/1/2016
\$350				
<u>\$420</u>	<u>\$504</u>	<u>\$534</u>	<u>\$566</u>	<u>\$600</u>

- (B) The tap-in charges for new services larger than ¾-inch shall be according to the following schedule plus labor and material.

		2012 Sept-Dec	Effective 1/1/2013	Effective 1/1/2014	Effective 1/1/2015	Effective 1/1/2016
1-inch tap	\$400	<u>\$480</u>	<u>576</u>	<u>611</u>	<u>648</u>	<u>686</u>
2-inch tap	\$1000 plus labor & material	<u>\$1200</u>	<u>1440</u>	<u>1526</u>	<u>1618</u>	<u>1715</u>
4-inch tap	\$3000 plus labor & material	<u>\$3600</u>	<u>4320</u>	<u>4579</u>	<u>4854</u>	<u>5145</u>
6-inch tap	\$4000 plus labor & material	<u>\$4800</u>	<u>5760</u>	<u>6106</u>	<u>6472</u>	<u>6860</u>
8-inch tap	\$5000 plus labor & material	<u>\$6000</u>	<u>7200</u>	<u>7632</u>	<u>8090</u>	<u>8575</u>
10-inch tap	\$6000 plus labor & material	<u>\$7200</u>	<u>6840</u>	<u>9158</u>	<u>9708</u>	<u>10290</u>

- (C) New water service charges shall be billed by and payable at the utilities collection office.

- (D) The tap-in charge for fire service only shall be as follows.

4-inch tap or less	labor & material
6-inch tap	labor & material
8-inch tap	labor & material
10-inch tap	labor & material

(E) If a service is used for both domestic and fire and is metered with an FMCT meter, the tap-in charge shall be based upon the smaller service meter according to the following schedule plus labor and material.

		2012 Sept-Dec	Effective 1/1/2013	Effective 1/1/2014	Effective 1/1/2015	Effective 1/1/2016
2-inch meter	\$1000-plus labor & material	<u>\$1200</u>	<u>1440</u>	<u>1526</u>	<u>1618</u>	<u>1715</u>
3-inch meter	\$2000-plus labor & material	<u>\$2400</u>	<u>2880</u>	<u>3053</u>	<u>3236</u>	<u>3430</u>
4-inch meter	\$3000-plus labor & material	<u>\$3600</u>	<u>4320</u>	<u>4579</u>	<u>4854</u>	<u>5145</u>
6-inch meter	\$4000-plus labor & material	<u>\$4800</u>	<u>5760</u>	<u>6106</u>	<u>6472</u>	<u>6860</u>
8-inch meter	\$5000-plus labor & material	<u>\$6000</u>	<u>7200</u>	<u>7632</u>	<u>8090</u>	<u>8575</u>

SEC. 3: Sections ('97 Code, § 54.10) (Ord. 14-58, passed 4-7-58; Am. Ord. 8-92, passed 3-16-92; Am. Ord. 8-93, passed 3-15-93; Am. Ord. 7-95, passed 3-20-95; Am. Ord. 17-07 passed 9-17-07) of the Piqua Code as previously enacted and amended, are hereby repealed;

SEC. 4: This Ordinance shall take effect and be in force from and after the earliest period allowed by law, such that all bills issued on or after September 1, 2012 shall reflect these amendments.

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____

REBECCA J. COOL

CLERK OF COMMISSION



Item #

Commission Agenda Staff Report

MEETING DATE	August 7, 2012			
REPORT TITLE (Should match resolution/ordinance title)	AN ORDINANCE AMENDING SECTIONS 53.01 AND 53.07 OF THE PIQUA CODE, RELATING TO WATER RATES AND NEW SERVICE			
SUBMITTED BY	Name & Title: Cynthia A. Holtzapple, Asst. City Manager & Finance Director			
	Department: Finance			
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Regular
ORDINANCE/RESOLUTION	<input checked="" type="checkbox"/> 1 st Reading	<input type="checkbox"/> 2 nd Reading	<input type="checkbox"/> 3 rd Reading	
	Ordinance #: 12-12		Resolution #:	
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input checked="" type="checkbox"/> Asst. City Manager/Finance	
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director	
	<input checked="" type="checkbox"/> Department Director		<input type="checkbox"/> Other:	
BACKGROUND (Includes description, background, and justification)	<p>We request amendments of the above referenced sections of the city ordinance to increase water rates over the next four plus years. The proposed increases are in two different categories – water usage fees and tap in fees. The proposed increases for water rates over the next five years are as follows: Sept. 2012 – 20%, Jan. 2013 – 20%, Jan. 2014 – 6%, Jan. 2015 – 6%, Jan. 2016 – 6%.</p> <p>In considering other possible alternatives, the city entered into a feasibility study with the City of Troy to determine if a joint water operation system would make sense from both an operation and financial standpoint. RA Consulting was selected by both cities to complete the feasibility study and both cities should be commended for considering this regional approach.</p> <p>While the feasibility study was underway, the City of Piqua conducted a parallel study to determine the cost of building a new water treatment plant just north of the existing plant. This study was completed in November 2011. In addition, a Water Distribution System Master Plan was completed in May 2012. Both of these studies were conducted by CDM-Smith and proved invaluable in the overall analysis of the water system options.</p> <p>Since the RA Consulting Joint Water Feasibility Study did not include looking at the entire Piqua water distribution system, the City of Piqua included this analysis in the Water Distribution System Master Plan. This information was needed in order to determine if any changes were required in the current water distribution system to receive water from a south direction from the Troy Water</p>			

	<p>Treatment Plant instead of from the north from the Piqua Water Treatment Plant. As suspected, additional capital improvements would be required in the Piqua water distribution system in order to provide an adequate water supply and pressure throughout the entire city. This data was also needed in order to make a fair cost comparison between building a new treatment plant or entering into a joint water operation with the City of Troy.</p> <p>As a result of this due diligence by the City of Piqua, cost information was provided to the City Commission and Piqua citizens that to build a new water treatment plant would cost approximately \$36 million. Comparatively, when the costs of making changes to the Piqua water distribution were added to the projected costs of the RA Consulting study, the cost of the Joint Operation totaled approximately \$33 million. Because of different calculations used by each consulting firm for contingencies, the cost between the two alternatives is actually even closer. This is an extremely important factor and finding because the resulting water rate increases for Piqua customers would basically be the same for either option.</p> <p>Based on this factual cost comparison, the Piqua City Commission decided that building a new state of the art water treatment plant would be more beneficial than investing the same amount of money into a 40-year old Troy Water Treatment Plant and subsequent joint water operation. It should be noted that the Troy Water Treatment Plant is well maintained and has sufficient capacity; however, it is 40 years old.</p> <p>Piqua staff project that the water rate increases over the next four plus years will total 58% (20-20-6-6-6). After that period, city staff will be in a much better position to then project for future increases based on actual project costs and other variables to reduce costs and increase revenues. It should be pointed out that the overall goal of the city is to keep water rates as low as possible.</p>	
<p>BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)</p>	Budgeted \$:	\$
	Expenditure \$:	\$
	Source of Funds:	Utility Bill Payments
	Narrative:	Please see attached spreadsheet showing the rates and the increases broken down by the size of the meters.
<p>OPTIONS (Include Deny /Approval Option)</p>	1.	Approve Ordinance 12-12 as proposed.
	2.	Approve Ordinance 12-12 with changes in the amounts proposed.
	3.	Do not approve Ordinance 12-12 and provide direction on how you would like staff to proceed.
<p>PROJECT TIMELINE</p>	<p>The current water treatment plant is 87 years old and can not meet the new EPA requirements that go into effect in October 2013. As a result, the City of Piqua was forced to move forward with a new water treatment system before being in violation of the October 2013 mandates and faced with significant fines.</p>	
<p>STAFF RECOMMENDATION</p>	<p>We recommend approval of this Ordinance 12-12 as proposed.</p>	
<p>ATTACHMENTS</p>	<p>Exhibit "A" shows the water rates and the increases broken down by the size of the meters.</p>	

Proposed Rate Increase

Year	Rate Increase	Revenue
2012 ½ Year	20%	\$310,143
2013	20%	741,878
2014	6%	267,076
2015	6%	283,101
2016	6%	300,087

Rate Increase Effects

Monthly	Now	20% Last 6 Months 2012	20% 2013	6% 2014	6% 2015	6% 2016
Residential - 2 People	\$19.52	\$23.42	\$28.10	\$29.79	\$31.58	\$33.47
Residential - 4 People	40.22	48.26	57.91	61.38	65.06	68.96
Small Commercial	77.97	93.56	112.27	119.00	126.14	133.71
Large Commercial	359.18	431.02	517.22	548.25	581.15	616.02
Industrial	928.68	1,114.42	1,337.30	1,417.54	1,502.59	1,592.75

ORDINANCE NO. 13-12

AN ORDINANCE TO VACATE A PORTION OF PUBLIC RIGHT OF WAY KNOWN AS FOUNTAIN BOULEVARD AND LAKE STREET

WHEREAS, pursuant to Piqua Charter Section 98, the City Commission adopted Resolution No. R-93-12 declaring its intent to vacate a portion of public right of way known as Fountain Boulevard and Lake Street; and

WHEREAS, a notice of the declaration of intent to vacate the subject right of way was served to the abutting property owners and published in the local newspaper; and

WHEREAS, the notice of the declaration of intent stated the time and place at which objections could be presented before the Planning Commission; and

WHEREAS, the Planning Commission met at in open sessions and took public comment regarding the proposed public right of way vacation; and

WHEREAS, the Planning Commission after hearing the item and considering the public comments and information provided, recommended approving the vacation of a portion public right of way known as Fountain Boulevard and Lake Street, as shown on the exhibit and the vacation plat drawing attached hereto; and

WHEREAS, pursuant to Piqua Charter Section 98, vacation of public right of way must be adopted by Ordinance by this Commission.

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:

SEC. 1: This Commission hereby takes the action necessary to authorize and approve the vacation of a portion public right of way known as Fountain Boulevard and Lake Street, as shown on the exhibit and the vacation plat drawing attached hereto.

SEC. 2: The City Manager shall cause the affected portion of right of way to be vacated and all appropriate and necessary legal instruments supporting such action to be properly recorded.

SEC. 3: This Ordinance shall take precedent over all prior Ordinances or Resolutions pertaining to the affected portion of the subject public right of way.

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____

REBECCA J. COOL
CLERK OF COMMISSION



City Commission Agenda Staff Report

Item #4

MEETING DATE	8/7/2012			
REPORT TITLE (Should match resolution/ordinance title)	An Ordinance to vacate a portion of public right of way known as Fountain Boulevard and Lake Street			
SUBMITTED BY	Name & Title: Chris Schmiesing, City Planner			
	Department: Development Department			
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Regular
ORDINANCE/RESOLUTION	<input checked="" type="checkbox"/> 1 st Reading	<input type="checkbox"/> 2 nd Reading	<input type="checkbox"/> 3 rd Reading	<input type="checkbox"/> Public Hearing
	Ordinance #: 13-12		Resolution #	
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input checked="" type="checkbox"/> Law Director	
	<input checked="" type="checkbox"/> City Engineer		<input checked="" type="checkbox"/> City Planner	
	<input type="checkbox"/>		<input checked="" type="checkbox"/> Planning Commission	
BACKGROUND (Includes description, background, and justification)	The petitioner desires to vacate that portion of Fountain Boulevard and Lake Street that is effectively an extension of the front lawn at his property and the neighboring property.			
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	0		
	Expenditure \$:	0		
	Narrative:	The area to be vacated is unimproved and does not appear to be necessary to the intended use of the affected public right of way. The Planning Commission has considered this matter in a public hearing and recommends approval of the request to vacate the affected right of way.		
OPTIONS (Include Deny /Approval Option)	1.	Approve the ordinance		
	2.	Reject the ordinance		
	3.			
	4.			
PROJECT TIMELINE	June 5, 2012 – City Commission: declare intent to vacate July 24, 2012 - Planning Commission: public hearing August 7, 2012 – City Commission: Act on Planning Commission recommendation			
STAFF RECOMMENDATION	Approve the ordinance to vacate the affected right of way.			

RESOLUTION No. PC 14-12

WHEREAS, Dan Rank, owner of the adjacent parcels located in the City of Piqua, being in a district zoned R-1 (One-Family Residential District), has submitted a request to vacate portions of Fountain Boulevard and Lake Street public right of way; and,

WHEREAS, the City of Piqua City Commission has declared their intent to consider the vacation of the subject right of way and referred the item to the Planning Commission for study and a recommendation; and,

WHEREAS, section 98 of the Piqua Charter provides the procedure for considering a right of way vacation request; and,

WHEREAS, the Planning Commission has studied the request, conducted a public hearing on the matter, and has established as fact that the portion of public right of way proposed for vacation:

- Is unimproved and does not provide essential access to surrounding properties
- Is unoccupied by public utilities or other uses commonly located within public right of way
- Is not identified on any transportation plan indicating the right of is or will be necessary
- Is not essential to any existing or future development or use of the surrounding properties

NOW THEREFORE BE IT RESOLVED, board member Mr. Bubp hereby moves to approve the request, as described by this resolution, the testimony provided, and the documents attached hereto, the motion is seconded by board member Mr. Taylor, and the voting record on this motion is herby recorded as follows.

	AYE	NAY	ABSTAIN	ABSENT
Mr. Jim Oda	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mr. Brad Bubp	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mr. Mike Taylor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mrs. Jean Franz	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mr. Mark Spoltman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

CITY OF PIQUA, OHIO

APPLICATION FOR VACATION OF PUBLIC RIGHT-OF-WAY

- 1. Applicant's Name Dan Rank Phone # 707-0999
- Applicant's Address 1202 Fountain Bl Piqua
- 2. Owner's Name Daniel D. Rank Phone # 707-0999
- 3. Type of legal interest held by applicant Fee Simple
- 4. Location of Public Right-Of-Way Vacation request Fountain Bl @ Lake St.

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

Extend natural property line to street.

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

NAME	ADDRESS	SIGNATURE
<u>Joe Anthony</u>	<u>1105 Lake St.</u>	<u>W Joe Anthony</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature of Applicant [Signature] Date 5/9/12

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

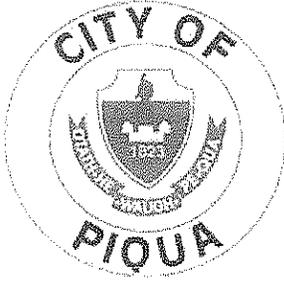
\$100.00 Fee Paid 100.00 Date Fee Paid 5-17-12

Receipt No. 201187 Res. No. PC 14-12

RECEIVED

MAY 17 2012

CITY OF PIQUA DEVELOPMENT OFFICE



PLANNING AND ZONING

Christopher W. Schmiesing – City Planner
201 West Water Street • Piqua, Ohio 45356
(937) 778-2049 • FAX (937) 778-0809
E-Mail: cschmiesing@piquaoh.org

June 22, 2012

LEGAL NOTICE

Pursuant to Section 98 of the City of Piqua Charter, notice of the City of Piqua City Commissions' declaration of intent to vacate a portion of platted public right of way known as Fountain Boulevard and Lake Street, and notice of the City of Piqua Planning Commission meeting date, time, and location, at which a public hearing will be conducted concerning this matter, said meeting to be held on Tuesday, July 24, 2012 at 6:00 P.M. in the Commission Chambers located on the 2nd floor of the Municipal Government Complex, 201 West Water Street, Piqua, Ohio, is hereby provided.

Contact: Chris Schmiesing
City Planner
(937) 778-2049

PUBLISH: Saturday July 7, 2012

RESOLUTION NO. R-93-12

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

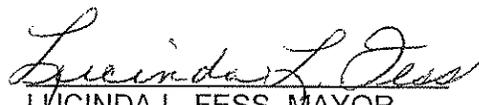
WHEREAS, pursuant to Piqua Charter Section 98, this Commission must adopt a resolution expressing its intention to vacate platted right-of-way located prior to such action being considered; and,

WHEREAS, a petition requesting the vacation of portions of platted public right of way known as Fountain Boulevard and Lake Street, as shown in Exhibit "A" attached hereto, has been filed with the Clerk of Commission;

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

SEC. 1: This Commission hereby intends to vacate a portion of platted public right of way known as Fountain Boulevard and Lake Street, as shown on Exhibit "A" attached hereto. The City Manager or his duly authorized representative is hereby directed to cause notice of this Resolution to be served by certified mail upon all persons whose property abuts said tract. Said notice shall state the time and place at which objections can be heard by the Planning Commission.

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


LUCINDA L. FESS, MAYOR

PASSED: June 5, 2012

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



City Commission Agenda Staff Report

Item #5

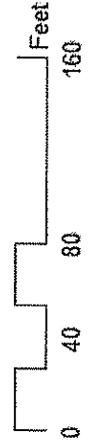
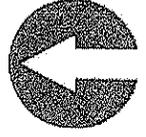
MEETING DATE	5/23/2012		
REPORT TITLE (Should match resolution/ordinance title)	A Resolution of Intent to Vacate Right-of-Way		
SUBMITTED BY	Name & Title: Chris Schmiesing, City Planner		
	Department: Development Department		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
ORDINANCE/RESOLUTION	<input checked="" type="checkbox"/> 1 st Reading	<input type="checkbox"/> 2 nd Reading	<input type="checkbox"/> 3 rd Reading <input type="checkbox"/> Public Hearing
	Ordinance #:		Resolution #: R-93-12
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager	<input checked="" type="checkbox"/> Law Director	
	<input checked="" type="checkbox"/> City Engineer	<input checked="" type="checkbox"/> City Planner	
BACKGROUND (Includes description, background, and justification)	The petitioner desires to vacate that portion of Fountain Boulevard and Lake Street that is effectively an extension of the front lawn at his property and the neighboring property.		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	0	
	Expenditure \$:	0	
	Narrative:	The area to be vacated is unimproved and does not appear to be necessary to the intended use of the affected public right-of-way.	
OPTIONS (Include Deny /Approval Option)	1.	Approve the resolution	
	2.	Reject the resolution	
	3.		
	4.		
PROJECT TIMELINE	June 5, 2012 – City Commission: declare intent to vacate July 24, 2012 - Planning Commission: public hearing August 7, 2012 – City Commission: Act on Planning Commission recommendation		
STAFF RECOMMENDATION	Approve the resolution to allow the request to be studied by the Planning Commission		

Exhibit 'A'



FOUNTAIN BOULEVARD AND LAKE STREET

PROPOSED RIGHT OF WAY VACATION



RESOLUTION NO. R-109-12

**A RESOLUTION AWARDING A CONTRACT
TO WOODHULL LLC FOR THE LEASE OF
COPIERS FOR THE CITY OF PIQUA**

WHEREAS, copiers must be provided to allow for everyday printing and copying needs of the city employees; and

WHEREAS, bids were received under a competitive bid process; and

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

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

SEC. 1: A contract for copiers is hereby awarded to Woodhull LLC as the lowest responsible bidder and the City Manager is hereby authorized to execute a lease with said bidder pursuant to contract specifications;

SEC. 2: The Finance Director is hereby authorized to draw her warrants from time to time on the appropriate account of the City treasury in payment according to contract terms.

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	August 7, 2012		
REPORT TITLE <small>(Should match resolution/ordinance title)</small>	A RESOLUTION AWARDING A CONTRACT TO WOODHULL LLC FOR THE LEASE OF COPIERS FOR THE CITY OF PIQUA		
SUBMITTED BY	Name & Title: Cynthia A. Holtzapple, Asst. City Manager & Finance Director		
	Department: Finance		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution
ORDINANCE/RESOLUTION	<input type="checkbox"/> 1 st Reading	<input type="checkbox"/> 2 nd Reading	<input type="checkbox"/> 3 rd Reading
	Ordinance #:		Resolution #: R-109-12
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input checked="" type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> Department Director		<input type="checkbox"/> Other:
BACKGROUND <small>(Includes description, background, and justification)</small>	<p>We currently have 17 copiers under lease with Woodhull LLC and US Bank which expires on 8/22/12. A bid was sent out, and properly advertised, in June from which we received several responses. During the time of conversion to the new machines, we plan to strongly encourage all departments to begin printing all documents on their networked copiers rather than on the individual printers the departments may own. This will help to reduce costs city-wide as all toner and maintenance costs will be covered by the lease. All of the new copiers will have the capability to be a network printer, scan and print in color, sort & staple. There are additional options that some departments will utilize such as USB thumb drives, faxing, additional paper trays, memory upgrades, hole punch, etc.</p>		
BUDGETING AND FINANCIAL IMPACT <small>(Includes project costs and funding sources)</small>	Budgeted \$:	\$30,000.00 for 2012	
	Expenditure \$:	\$25,000.00 Annual estimate for 2013	
	Source of Funds:	Various Budgets, with end code 7596	
	Narrative:	<p>We estimated our usage on the bid document, but Woodhull has agreed to work with us on establishing a base to start after 90 days of usage. We will then review this figure annually and adjust as needed. Woodhull offered us the rate of \$.054 for each color print and \$.0054 for each black and white print. They will clean the hard drives on our current machines before we ship them back to our leasing company at no cost to us. Woodhull will also incur the shipping costs on our behalf which will save us approximately \$3,400. We</p>	

		have worked with Woodhull for the past 6 years and have been pleased with their service of our account.
OPTIONS (Include Deny /Approval Option)	1.	Approve Resolution R-109-12 as proposed.
	2.	Do not Approve Resolution R-109-12 and provide direction on how you would like staff to proceed.
PROJECT TIMELINE	A five year lease running from 9/1/12 through 8/31/17.	
STAFF RECOMMENDATION	We recommend approval of this Resolution R-109-12 as proposed.	
ATTACHMENTS	Exhibit "A" shows the bid tabulation.	

City of Piqua, OH

Exhibit "A"

Copier Bid #1215 Opened 6/6/12 at 2:00 p.m.

	Sharp Business Systems West Chester, OH	Business Equipment Company Springfield, OH
Option 1 - Three year lease		
17 copiers with 650,000 B&W prints and 50,000 Color prints per month	\$ 7,821.59	\$ 8,057.06
Additional cost for each B&W print	\$ 0.0055	\$ 0.0048
Additional cost for each Color print	\$ 0.03	\$ 0.05
Breakdown by machine type:		
3-55 page per minute	\$ 912.39 Sharp MX 6201N	\$ 262.59 Kyocera/Copystar 5550ci
2 - 35 page per minute	\$ 340.20 Sharp MX 3610N	\$ 196.44 Kyocera/Copystar 3550ci
12 - 25 page per minute	\$ 1,494.00 Sharp MX 3111U	\$ 105.63 Kyocera/Copystar 255c
Option 2 - Five year lease		
17 copiers with 650,000 B&W prints and 50,000 Color prints per month	\$ 6,793.81	\$ 7,231.28
Additional cost for each B&W print	\$ 0.0055	\$ 0.0048
Additional cost for each Color print	\$ 0.03	\$ 0.05
Breakdown by machine type:		
3-55 page per minute	\$ 570.99 Sharp MX 6201N	\$ 172.90 Kyocera/Copystar 5550ci
2 - 35 page per minute	\$ 212.90 Sharp MX 3610N	\$ 129.35 Kyocera/Copystar 3550ci
12 - 25 page per minute	\$ 934.92 Sharp MX 3111U	\$ 69.49 Kyocera/Copystar 255c
Optional features (cost per month):		
Network Copiers	Included	Included
Color Scanning Capability	Included	Included
Faxing Capability	\$14 (36) \$8.76 (60)	\$19.88-\$7.31 various terms & models
Hole Punch Capability	\$9.71 (36) \$6.08 (60)	\$6.42-\$4.23 various terms & models
Memory Upgrade	\$6.41 (36) \$4.01 (60)	\$3.41-\$2.24 128MB fax memory
USB/Thumb Drive Connection	Included	Included
Additional Paper Trays	\$10.83 (36) \$6.78 (60)	\$22.18-\$10 various terms & models
Extras		

City of Piqua, OH
 Copier Bid #1215 Opened 6/6/12 at 2:00 p.m.

	Lake Business Products Columbus, OH	Woodhull, LLC Springboro, OH
Option 1 - Three year lease		
17 copiers with 650,000 B&W prints and 50,000 Color prints per month	\$ 8,500.00	\$ 8,271.00
Additional cost for each B&W print	\$ 0.005	\$ 0.0059
Additional cost for each Color print	\$ 0.055	\$ 0.054
Breakdown by machine type:		
3-55 page per minute	\$ 215.00 Kyocera TA5550CI	\$ 445.00 Ricoh MPC 5502
2 - 35 page per minute	\$ 154.00 Kyocera TA3550CI	\$ 255.00 Ricoh MPC 3502
12 - 25 page per minute	\$ 123.00 Kyocera TA3050CI	\$ 1,026.00 Ricoh 2551
Option 2 - Five year lease		
17 copiers with 650,000 B&W prints and 50,000 Color prints per month	\$ 7,600.00	\$ 7,741.00
Additional cost for each B&W print	\$ 0.005	\$ 0.0059
Additional cost for each Color print	\$ 0.055	\$ 0.054
Breakdown by machine type:		
3-55 page per minute	\$ 136.00 Kyocera TA5550CI	\$ 310.00 Ricoh MPC 5502
2 - 35 page per minute	\$ 97.00 Kyocera TA3550CI	\$ 178.00 Ricoh MPC 3502
12 - 25 page per minute	\$ 77.00 Kyocera TA3050CI	\$ 718.00 Ricoh 2551
Optional features (cost per month):		
Network Copiers	included	Included
Color Scanning Capability	included	included
Faxing Capability	\$11.65 for 36 mths	\$ 9.00 \$ 6.96
Hole Punch Capability	\$6.86 for 36 mths	\$ 25.03 \$ 15.97
Memory Upgrade	\$2.10 (36) \$1.35 (60)	\$9.39 for Ricoh 2551 \$6.56 for Ricoh 2551
USB/Thumb Drive Connection	included	Included
Additional Paper Trays	\$12.99 (36) \$8.20 (60)	\$ 3.11 \$ 2.17
Extras	\$16 (36) \$9.60 (60)	\$ 13.49 \$ 9.44
	Saddle Stitch finishing on TA5550ci units	

City of Piqua, OH
 Copier Bid #1215 Opened 6/6/12 at 2:00 p.m.

	ProSource Dayton, OH	Modern Office Methods Dayton, OH
Option 1 - Three year lease		
17 copiers with 650,000 B&W prints and 50,000 Color prints per month	\$ 9,023.00	\$ 9,545.20
Additional cost for each B&W print	\$ 0.006	\$ 0.00814
Additional cost for each Color print	\$ 0.05	\$ 0.05657
Breakdown by machine type:		
3-55 page per minute	\$ 300.00 Konica C654	\$ 650.00 Lanier MPC5502
2 - 35 page per minute	\$ 115.00 Konica C360	\$ -
12 - 25 page per minute	\$ 100.00 Konica C220	\$ 542.51 Lanier MPC4502
Option 2 - Five year lease		
17 copiers with 650,000 B&W prints and 50,000 Color prints per month	\$ 8,228.00	\$ 9,045.20
Additional cost for each B&W print	\$ 0.006	\$ 0.00814
Additional cost for each Color print	\$ 0.05	\$ 0.05657
Breakdown by machine type:		
3-55 page per minute	\$ 196.00 Konica C654	\$ 600.00 Lanier MPC5502
2 - 35 page per minute	\$ 75.00 Konica C360	\$ -
12 - 25 page per minute	\$ 66.00 Konica C220	\$ 517.51 Lanier MPC4502
		Quoted 14 of the 45 page per minute machine
Optional features (cost per month):		
Network Copiers	Included	included
Color Scanning Capability	Included	included
Faxing Capability	\$15 (36) \$10 (60)	\$ 8.00
Hole Punch Capability	\$7.50 (36) \$5 (60)	\$ 6.00
Memory Upgrade	Included	\$ 1.50 32MB Memory Unit
USB/Thumb Drive Connection	Included	included
Additional Paper Trays	\$12/\$7 C280/C360 \$33/\$21 C654	\$ 9.50
Extras		

City of Piqua, OH

Copier Bid #1215 Opened 6/6/12 at 2:00 p.m.

Bid does not meet specs

	Canon Business Solutions, Inc Lake Success, NY	Sharp Business Systems West Chester, OH
Option 1 - Three year lease		
17 copiers with 650,000 B&W prints and 50,000 Color prints per month	\$ 11,258.49	\$ 7,538.33
Additional cost for each B&W print	\$ 0.0085	\$ 0.0055
Additional cost for each Color print	\$ 0.059	\$ 0.03
Breakdown by machine type:		
3-55 page per minute	\$ 656.81 IR Advance C5051	\$ 629.13 Sharp MX-5110N Only 51 ppm
2 - 35 page per minute	\$ 333.22 IR Advance C5035	\$ 340.20 Sharp MX-3610N
12 - 25 page per minute	\$ 1,362.70 IR Advance C2030	\$ 1,494.00 Sharp MX-3111U
Option 2 - Five year lease		
17 copiers with 650,000 B&W prints and 50,000 Color prints per month	\$ 10,446.64	\$ 6,616.54
Additional cost for each B&W print	\$ 0.0085	\$ 0.0055
Additional cost for each Color print	\$ 0.059	\$ 0.03
Breakdown by machine type:		
3-55 page per minute	\$ 465.24 IR Advance C5051	\$ 393.72 Sharp MX-5110N Only 51 ppm
2 - 35 page per minute	\$ 236.03 IR Advance C5035	\$ 212.90 Sharp MX-3610N
12 - 25 page per minute	\$ 965.25 IR Advance C2030	\$ 934.92 Sharp MX-3111U
Optional features (cost per month):		
Network Copiers	Included	Included
Color Scanning Capability	Included	Included
Faxing Capability	\$12.61 (36) \$8.94(60)	\$14 (36) \$8.76 (60)
Hole Punch Capability	\$9.45 (36) \$6.69 (60)	\$9.71 (36) \$6.08 (60)
Memory Upgrade	2 GB Included	\$6.41 (36) \$4.01 (60) 1 GB
USB/Thumb Drive Connection	\$8.50 (36) \$6.02 (60)	Included
Additional Paper Trays	\$14.17 (36) \$10.04 (60)	\$10.83 (36) \$6.78 (60)
Extras	Hole punch not available on C2030	Bid does not meet specs

Summary

	Sharp	BEC	Lake	Woodhull
Bid - Cost of Equipment				
55 ppm (3 machines)	\$ 641.07	\$ 624.27	\$ 500.55	\$ 413.61
35 ppm (2 machines)	\$ 264.16	\$ 329.08	\$ 329.08	\$ 247.08
25 ppm (12 machines)	\$ 1,242.48	\$ 1,059.60	\$ 1,179.00	\$ 1,019.52
Subtotal of equipment fixed cost only	\$ 2,147.71	\$ 2,012.95	\$ 2,008.63	\$ 1,680.21

Bid- Cost of Copies

Black & White	\$ 0.0055	\$ 0.0048	\$ 0.0050	\$ 0.0059
Color	\$ 0.0300	\$ 0.0500	\$ 0.0550	\$ 0.0540

Example of a monthly bill based on the above copy rates :

60,000 black & white prints and	\$ 330.00	\$ 288.00	\$ 300.00	\$ 354.00
10,000 color prints	\$ 300.00	\$ 500.00	\$ 550.00	\$ 540.00
	\$ 630.00	\$ 788.00	\$ 850.00	\$ 894.00

Total estimated monthly cost of all copiers	\$ 2,777.71	\$ 2,800.95	\$ 2,858.63	\$ 2,574.21
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RESOLUTION NO. R-110-12

**A RESOLUTION AWARDING A CONTRACT
TO NORTH AMERICAN SALT CO. FOR THE
PURCHASE OF ROAD SALT FOR THE
STREET DEPARTMENT**

WHEREAS, road salt must be purchased to remove snow and ice from City streets; and

WHEREAS, bids were received under the Southwest Ohio Purchasers for Government; and

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

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

SEC. 1: A contract for road salt is hereby awarded to North American Salt Co. as the lowest responsible bidder and the City Manager is hereby authorized to execute a contract with said bidder pursuant to contract specifications;

SEC. 2: The Finance Director is hereby authorized to draw her warrants from time to time on the appropriate account of the City treasury in payment according to contract terms, at the rate of \$63.05 per ton.

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	August 7, 2012		
REPORT TITLE <small>(Should match resolution/ordinance title)</small>	A RESOLUTION AWARDING A CONTRACT TO NORTH AMERICAN SALT CO. FOR THE PURCHASE OF ROAD SALT FOR THE STREET DEPARTMENT		
SUBMITTED BY	Name & Title: Beverly Yount, CPPB, Purchasing Analyst		
	Department: Finance		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
ORDINANCE/RESOLUTION	<input type="checkbox"/> 1 st Reading	<input type="checkbox"/> 2 nd Reading	<input type="checkbox"/> 3 rd Reading
	Ordinance #:		Resolution #: R-110-12
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input checked="" type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> Department Director		<input type="checkbox"/> Other:
BACKGROUND <small>(Includes description, background, and justification)</small>	We belong to an organization named Southwest Ohio Purchasers for Government (SWOP4G) which bid out the road salt purchase on behalf of approximately 95 entities this year. The City of Piqua has participated in this joint bid successfully for many years. We have found great value in the quantity discounts the vendors offer to all of the area communities that participate in this bid.		
BUDGETING AND FINANCIAL IMPACT <small>(Includes project costs and funding sources)</small>	Budgeted \$:	\$161,675	
	Expenditure \$:	\$161,675	
	Source of Funds:	Street Dept budget 101-113-855-7529	
	Narrative:	We estimated our usage at 2,500 tons for the bid, but we are not required to purchase all of this if we have a mild winter and do not need it. Our cost per ton is decreasing by \$1.62, from \$64.67 to \$63.05.	
OPTIONS <small>(Include Deny /Approval Option)</small>	1.	Approve Resolution R-110-12 as proposed.	
	2.	Approve Resolution R-110-12 with changes in the amounts proposed.	
	3.	Do not Approve Resolution R-110-12 and provide direction on how you would like staff to proceed.	
PROJECT TIMELINE	Salt can be purchased off this contract from 8/1/12 through 7/31/13.		

STAFF RECOMMENDATION	We recommend approval of this Resolution as proposed. By participating in this joint bid through SWOP4G, we get the discounts of a large buying group, but do not have the expense of advertising and working on the bid documents themselves.
ATTACHMENTS	Exhibit "A" shows the bid tabulation as provided by SWOP4G.

"Exhibit A"

Highway Rock Salt - SWOP4G Bid #12-7398-12 Opened 6/26/12 - Middletown, OH

	Qty/Tons	Cargill	Enhance	Morton	North Amer	Central	Central	Enhance	American	2012 Low Bid	Difference	2011 Low Bid	Winning Bid	Avg Bid
Batavia Twp	1,000	\$62.32	\$71.48	\$66.13	\$61.41	\$76.91	N/A	N/A	\$70.99	\$61.41	-\$1.58	\$62.99	71,500	63.99
Bath Twp	300	\$66.28	\$71.59	\$70.30	\$65.28	\$80.78	N/A	N/A	\$65.96	\$65.28	-\$1.68	\$66.96	12,600	66.31
Beaver Creek Twp	1,000	\$64.01	\$71.59	\$66.71	\$63.65	\$79.15	N/A	N/A	\$64.61	\$63.65	-\$1.64	\$65.29	65,200	63.36
Beaver Creek City	8,500	\$62.35	\$71.59	\$68.55	\$63.35	\$76.13	N/A	N/A	\$62.86	\$62.35	-\$1.19	\$63.54	6,500	66.16
Bellbrook City	700	\$65.99	\$71.59	\$68.02	\$65.02	\$80.52	N/A	N/A	\$65.69	\$65.02	-\$1.67	\$66.69	50,880	61.01
Blendon Twp	1,500	\$61.59	\$69.05	\$63.24	\$60.07	\$90.35	N/A	N/A	\$58.47	\$58.47	-\$1.76	\$60.23	206,680	100.00%
Butler Twp	2,000	\$63.72	\$72.10	\$64.52	\$61.29	\$76.23	N/A	N/A	\$63.25	\$61.29	N/A			
Cardington Village	50	\$63.90	\$73.70	\$65.05	\$61.80	\$96.04	N/A	N/A	\$61.28	\$61.28	-\$0.68	\$61.96		
Cedarville Village	300	\$66.22	\$71.59	\$70.26	\$65.24	\$80.74	N/A	N/A	\$64.92	\$64.92	-\$2.00	\$66.92		
Centerville	2,000	\$64.84	\$72.10	\$68.99	\$64.06	\$79.56	N/A	N/A	\$65.03	\$64.06	-\$1.66	\$65.72		
Central Ohio Transit Au	200	\$62.17	\$69.05	\$63.24	\$60.07	\$87.33	N/A	N/A	\$58.47	\$58.47	-\$1.76	\$60.23		
Clayton City	3,000	\$61.43	\$72.10	\$65.89	\$62.60	\$76.17	N/A	N/A	\$62.08	\$61.43	-\$1.33	\$62.76		
Clearcreek Twp	1,800	\$66.54	\$71.98	\$66.08	\$64.94	\$80.44	N/A	N/A	\$68.11	\$64.94	-\$0.17	\$65.11		
Clermont County	12,000	\$58.50	\$69.99	\$63.00	\$58.49	\$73.99	N/A	N/A	\$74.00	\$58.49	-\$1.51	\$60.00		
Clinton Twp	200	\$62.17	\$69.05	\$63.24	\$60.07	\$88.45	N/A	N/A	\$58.47	\$58.47	N/A			
Columbus Reg Airport	600	\$62.17	\$69.05	\$63.24	\$60.38	\$90.35	N/A	N/A	\$58.47	\$58.47	-\$1.76	\$60.23		
Concord Twp	1,250	\$59.97	\$69.20	\$62.38	\$59.26	\$91.12	N/A	N/A	\$58.73	\$58.73	-\$0.68	\$59.41		
Dayton City Schools	300	\$66.64	\$72.10	\$67.93	\$64.53	\$80.03	N/A	N/A	\$64.02	\$64.02	-\$0.68	\$64.70		
Dayton City	12,000	\$61.49	\$72.10	\$66.11	\$62.81	\$76.28	N/A	N/A	\$62.29	\$61.49	-\$1.48	\$62.97		
Deerfield Twp	2,500	\$65.10	\$71.98	\$66.85	\$63.50	\$79.00	N/A	N/A	\$69.62	\$63.50	-\$0.17	\$63.67		
Delaware City	2,500	\$58.90	\$69.20	\$62.38	\$59.26	\$91.49	N/A	N/A	\$58.73	\$58.73	-\$0.68	\$59.41		
Englewood City	1,500	\$65.95	\$72.10	\$70.16	\$66.65	\$81.52	N/A	N/A	\$65.67	\$65.67	-\$1.15	\$66.82		
Enon Village	200	\$68.75	\$80.30	\$72.61	\$67.42	\$82.92	N/A	N/A	\$65.58	\$65.58	-\$3.58	\$69.16		
Evendale Village	1,500	\$63.29	\$74.82	\$62.85	\$64.71	\$77.48	N/A	N/A	\$73.93	\$62.85	\$0.92	\$61.93		
Fairborn City	2,000	\$64.64	\$71.59	\$69.21	\$64.27	\$79.80	N/A	N/A	\$65.24	\$64.27	-\$1.65	\$65.92		
Farmersville Village	150	\$66.18	\$72.10	\$70.40	\$65.37	\$80.87	N/A	N/A	\$66.37	\$65.37	-\$1.68	\$67.05		
Franklin County	10,000	\$58.14	\$69.05	\$62.39	\$64.45	\$87.94	N/A	N/A	\$57.66	\$57.66	-\$8.74	\$66.40		
Franklin Twp-Warren C	1,200	\$66.32	\$71.98	\$68.20	\$64.79	\$80.03	N/A	N/A	\$69.96	\$64.79	-\$0.17	\$64.96		
Franklin City	3,000	\$65.21	\$71.98	\$69.72	\$64.73	\$80.03	N/A	N/A	\$69.40	\$64.73	-\$1.67	\$66.40		
Gahanna City	3,000	\$61.48	\$69.05	\$63.24	\$60.07	\$90.35	N/A	N/A	\$58.47	\$58.47	-\$1.76	\$60.23		
Genoa Twp	1,200	\$62.57	\$69.20	\$64.65	\$61.42	\$90.35	N/A	N/A	\$59.40	\$59.40	-\$2.18	\$61.58		
German Twp	600	\$68.98	\$72.10	\$68.02	\$70.05	\$80.21	N/A	N/A	\$66.36	\$66.36	-\$0.68	\$67.04		
German town	850	\$65.17	\$73.10	\$64.49	\$63.07	\$78.57	N/A	N/A	\$62.55	\$62.55	-\$0.68	\$63.23		
Glendale Vill	350	\$66.92	\$74.82	\$66.88	\$68.86	\$80.40	N/A	N/A	\$73.35	\$66.88	N/A			
Goshen Twp	700	\$66.27	\$71.48	\$65.29	\$67.22	\$79.48	N/A	N/A	\$73.33	\$65.29	\$0.96	\$64.33		
Grandview Heights City	600	\$62.17	\$69.05	\$63.24	\$60.38	\$89.33	N/A	N/A	\$58.47	\$58.47	-\$1.76	\$60.23		
Greater Dayton RTA	300	\$66.64	\$72.10	\$67.93	\$64.53	\$80.03	N/A	N/A	\$64.02	\$64.02	-\$0.68	\$64.70		
Greene County	10,000	\$62.25	\$71.59	\$66.75	\$63.41	\$77.41	N/A	N/A	\$62.90	\$62.25	-\$1.33	\$63.58		
Greenville City	2,000	\$67.39	\$76.48	\$71.19	\$66.10	\$80.88	N/A	N/A	\$67.12	\$66.10	-\$1.70	\$67.80		
Greorgetown City	800	\$58.67	\$69.05	\$63.24	\$62.09	\$89.13	N/A	N/A	\$58.47	\$58.47	N/A			
Hamilton City	5,000	\$65.89	\$73.10	\$72.19	\$64.11	\$79.11	N/A	N/A	\$73.89	\$59.26	N/A			
Harrison Twp Mont Cnt	1,500	\$66.79	\$72.10	\$69.21	\$64.27	\$79.77	N/A	N/A	\$65.24	\$64.27	-\$1.65	\$65.92		
Hilliard City	3,000	\$61.61	\$69.05	\$63.24	\$60.07	\$89.10	N/A	N/A	\$58.47	\$58.47	-\$1.76	\$60.23		
Huber Heights	3,000	\$63.19	\$72.10	\$67.90	\$64.50	\$77.00	N/A	N/A	\$63.99	\$63.19	-\$1.48	\$64.67		
Indian Hill	3,500	\$64.71	\$74.82	\$64.28	\$67.17	\$80.03	N/A	N/A	\$73.53	\$64.28	\$0.00	\$64.28		
Jackson Twp	250	\$69.74	\$72.10	\$68.81	\$70.84	\$82.80	N/A	N/A	\$67.12	\$67.12	-\$0.68	\$67.80		
Jefferson Twp	700	\$66.64	\$72.10	\$67.93	\$64.53	\$80.03	N/A	N/A	\$64.02	\$64.02	-\$0.68	\$64.70		

Otyfers Cargill Entrance Morton North Amer. North Amer. Entrance Central Entrance American Bid 2012 Low Bid 2011 Low Bid Difference

Kettering City	4,000	\$61.37	\$72.10	\$65.83	\$62.54	\$76.47	N/A	N/A	\$62.02	\$61.37	\$62.70	-\$1.33
Lebanon City	2,000	\$64.95	\$71.98	\$66.69	\$63.35	\$78.85	\$67.77	\$82.77	\$68.52	\$63.35	\$63.52	-\$0.17
Mad River School	80	\$66.65	\$72.10	\$70.89	\$65.83	\$86.27	N/A	N/A	\$65.58	\$65.58	\$67.52	-\$1.94
Mason City	5,000	\$64.06	\$71.98	\$65.81	\$62.52	\$78.02	\$66.93	\$81.93	\$68.68	\$62.52	\$62.68	-\$0.16
Miami County	4,500	\$65.39	\$75.01	\$70.23	\$65.21	\$80.71	N/A	N/A	\$66.21	\$65.21	\$66.89	-\$1.68
Miami Twp Clermont	2,500	\$61.16	\$71.48	\$61.64	\$63.46	\$78.15	\$64.98	\$79.98	\$73.73	\$61.16	\$60.73	\$0.43
Miamisburg	3,500	\$62.03	\$72.10	\$66.68	\$61.92	\$77.42	N/A	N/A	\$62.51	\$61.86	\$63.19	-\$1.33
Middletown	4,000	\$63.18	\$73.10	\$61.80	\$64.57	\$78.15	\$66.05	\$81.05	\$72.80	\$61.80	\$61.80	\$0.00
Milford City	750	\$64.29	\$71.48	\$65.46	\$62.19	\$77.69	\$66.60	\$81.60	\$73.35	\$62.19	\$62.35	-\$0.16
Monroe City	2,000	\$65.90	\$73.10	\$61.62	\$64.39	\$78.15	\$65.87	\$80.67	\$72.62	\$61.62	\$61.62	\$0.00
Montgomery County	13,000	\$60.35	\$72.10	\$64.52	\$61.29	\$75.60	N/A	N/A	\$60.77	\$60.35	\$61.45	-\$1.10
Moraine City	1,500	\$62.76	\$72.10	\$66.81	\$62.03	\$77.53	N/A	N/A	\$62.95	\$62.03	\$63.63	-\$1.60
Mount Gilead	200	\$64.01	\$73.70	\$63.31	\$61.91	\$98.21	N/A	N/A	\$61.56	\$61.56	\$62.07	-\$0.51
New Albany	2,500	\$61.66	\$69.05	\$63.24	\$60.07	\$89.29	N/A	N/A	\$58.47	\$58.47	\$60.23	-\$1.76
New Carlisle	300	\$68.91	\$80.30	\$70.31	\$65.29	\$80.79	N/A	N/A	\$64.58	\$64.58	\$66.97	-\$2.39
Oakwood City	1,200	\$65.65	\$72.10	\$73.17	\$64.85	\$80.35	N/A	N/A	\$65.67	\$64.85	\$66.52	-\$1.67
Obetz Village	600	\$62.17	\$69.05	\$63.24	\$60.38	\$86.77	N/A	N/A	\$58.47	\$58.47	\$60.23	-\$1.76
Orange Twp	1,400	\$62.94	\$69.20	\$62.81	\$60.03	\$90.29	N/A	N/A	\$59.40	\$59.40	\$61.58	-\$2.18
Pataaskala City	2,000	\$66.01	\$75.91	\$67.80	\$62.96	\$90.41	N/A	N/A	\$61.59	\$61.59	\$64.58	-\$2.99
Perry Twp Franklin Cnt	200	\$61.99	\$69.05	\$61.39	\$58.32	\$87.33	N/A	N/A	\$58.47	\$58.32	N/A	N/A
Pierce Twp	1,200	\$64.05	\$71.48	\$65.82	\$62.53	\$78.03	\$66.94	\$81.94	\$72.39	\$62.53	\$62.69	-\$0.16
Piqua City	2,500	\$64.26	\$75.01	\$67.90	\$63.05	\$82.13	N/A	N/A	\$63.99	\$63.05	\$64.67	-\$1.62
Powell City	2,000	\$60.18	\$69.20	\$63.61	\$60.43	\$84.98	N/A	N/A	\$57.59	\$57.59	\$60.59	-\$3.00
Reynoldsburg	3,000	\$61.61	\$69.05	\$63.24	\$60.38	\$87.33	N/A	N/A	\$58.47	\$58.47	\$60.23	-\$1.76
Rickenbacker	200	\$62.91	\$69.05	\$63.26	\$62.96	\$87.36	N/A	N/A	\$58.47	\$58.41	\$60.25	-\$1.84
Riverside City	3,000	\$62.44	\$72.10	\$66.95	\$66.63	\$79.61	N/A	N/A	\$63.09	\$62.44	\$63.77	-\$1.33
Sharonville	1,300	\$64.05	\$74.82	\$65.82	\$62.53	\$78.03	\$63.95	\$78.95	\$72.69	\$62.53	\$62.69	-\$0.16
Sidney City	1,800	\$62.95	\$78.44	\$64.56	\$63.14	\$85.46	N/A	N/A	\$68.30	\$62.95	\$63.30	-\$0.35
St Bernard	1,500	\$65.86	\$74.82	\$64.50	\$67.40	\$79.34	\$62.61	\$77.61	\$73.50	\$62.61	\$64.50	-\$1.89
Sugarcreek Twp	1,200	\$63.38	\$71.59	\$67.89	\$64.49	\$77.22	N/A	N/A	\$63.98	\$63.38	\$64.66	-\$1.28
Tate Twp	150	\$64.94	\$71.48	\$63.95	\$65.83	\$78.45	\$67.25	\$82.25	\$72.66	\$63.95	\$63.00	\$0.95
Tipp City	800	\$66.59	\$75.01	\$70.47	\$65.44	\$80.94	N/A	N/A	\$66.44	\$65.44	\$67.12	-\$1.68
Trenton City	500	\$65.84	\$73.10	\$67.09	\$63.73	\$79.23	\$68.15	\$83.15	\$71.90	\$63.73	\$63.90	-\$0.17
Troy City	800	\$66.30	\$75.01	\$70.17	\$65.15	\$78.86	N/A	N/A	\$66.15	\$65.15	\$66.83	-\$1.68
Union Twp	2,000	\$60.38	\$71.48	\$64.29	\$59.69	\$73.31	\$65.48	\$80.48	\$72.23	\$59.69	\$61.23	-\$1.54
Union City	400	\$65.50	\$72.10	\$64.51	\$66.41	\$81.91	N/A	N/A	\$62.88	\$62.88	\$63.56	-\$0.68
Upper Arlington City	3,000	\$61.61	\$69.05	\$63.24	\$60.38	\$87.33	N/A	N/A	\$58.47	\$58.47	\$60.23	-\$1.76
Urbana City	1,000	\$67.38	\$78.64	\$69.32	\$64.36	\$83.85	N/A	N/A	\$65.02	\$64.36	\$66.02	-\$1.66
Vandalia City	2,500	\$65.05	\$72.10	\$69.21	\$65.75	\$79.77	N/A	N/A	\$65.24	\$65.05	\$65.92	-\$0.87
Washington Twp	3,500	\$63.03	\$72.10	\$67.57	\$62.74	\$78.24	N/A	N/A	\$63.68	\$63.03	\$64.36	-\$1.33
Washington Twp Clerm	300	\$64.18	\$71.48	\$63.48	\$65.03	\$78.18	\$66.49	\$81.49	\$77.24	\$63.48	\$62.24	\$1.24
West Carrollton	1,800	\$64.07	\$72.10	\$68.18	\$63.71	\$78.81	N/A	N/A	\$64.26	\$63.31	\$64.94	-\$1.63
West Milton	300	\$69.12	\$76.48	\$73.00	\$67.78	\$83.28	N/A	N/A	\$67.05	\$67.05	\$69.53	-\$2.48
Whitehall	3000	\$66.17	\$69.05	\$63.24	\$60.38	\$97.50	N/A	N/A	\$58.47	\$58.57	\$60.23	-\$1.66
Williamsburg Twp	100	\$67.47	\$71.48	\$63.24	\$65.87	\$81.37	\$68.34	\$83.34	\$70.57	\$63.24	\$67.57	-\$4.33
Worthington	2,000	\$61.66	\$69.05	\$70.94	\$60.07	\$87.33	N/A	N/A	\$58.47	\$58.47	\$60.23	-\$1.76
Xenia City	1,500	\$63.80	\$71.59	\$68.33	\$63.45	\$78.95	N/A	N/A	\$64.40	\$63.45	\$65.08	-\$1.63
206,680												
Piling Charge Per Ton, All Locations.		\$3.80		\$3.50	\$3.00				\$4.00			

RESOLUTION NO. R-111-12

**A RESOLUTION AWARDED A CONTRACT TO
THOMAS AND BETTS STEEL STRUCTURES
FOR THE EMERGENCY PURCHASE OF STEEL
TRANSMISSION POLES FOR THE POWER SYSTEM**

WHEREAS, the present operations of the City require the purchase of steel transmission poles for the Power System; and

WHEREAS, due to the emergency situation on June 29, 2012, it has been determined, Thomas and Betts Steel Structures is the best suitable option;

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

SEC. 1: A contract with Thomas and Betts Steel Structures for the purchase of twelve steel poles is hereby approved as the best suitable option for said project and the City Manager is hereby authorized to execute a contract with said bidder pursuant to contract specifications;

SEC. 2: The Finance Director is hereby authorized to draw her warrants from time to time on the appropriate account of the city treasury in payment according to the contract terms, not exceeding a total of \$65,406.

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	August 7, 2012		
REPORT TITLE <small>(Should match resolution/ordinance title)</small>	A RESOLUTION AWARDING A CONTRACT TO THOMAS AND BETTS STEEL STRUCTURES FOR THE EMERGENCY PURCHASE OF STEEL TRANSMISSION POLES FOR THE POWER SYSTEM		
SUBMITTED BY	Name & Title: Nick Berger, Electrical Engineer		
	Department: Power System		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
ORDINANCE/RESOLUTION	<input type="checkbox"/> 1 st Reading	<input type="checkbox"/> 2 nd Reading	<input type="checkbox"/> 3 rd Reading
	Ordinance #:		Resolution #: R-111-12
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> Department Director		<input checked="" type="checkbox"/> Energy Board
BACKGROUND <small>(Includes description, background, and justification)</small>	<p>The Resolution will allow the Power System to purchase twelve steel poles from Thomas & Betts Steel Structure. These poles will be used to rebuild the damaged 69 kV transmission line segment that catastrophically failed during a storm on June 29, 2012. Power System Engineering, Inc. (PSE) analyzed the damaged section and determined the following pole requirements: (7) – 75ft LD3 and (5) – 80ft LD3.</p> <p>The Power System’s staff and PSE evaluated the benefits of both wood and steel poles and it was determined that steel poles would be preferred due to decreased maintenance costs and life expectancy. Thomas & Betts has the desired poles in stock, which reduces the delivery time to 2 – 4 weeks.</p>		
BUDGETING AND FINANCIAL IMPACT <small>(Includes project costs and funding sources)</small>	Budgeted \$:	Budget Reappropriation	
	Expenditure \$:	\$65,406	
	Source of Funds:	Storm Work Order - FEMA	

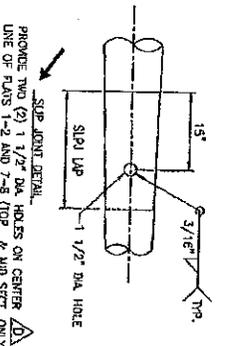
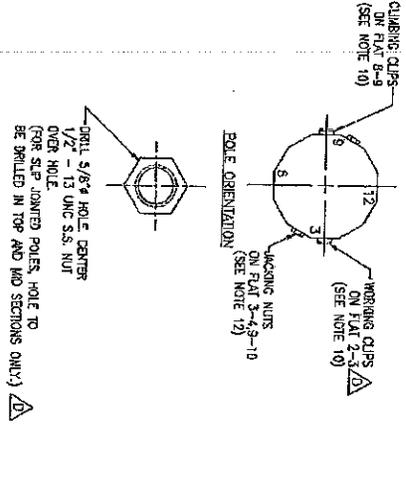
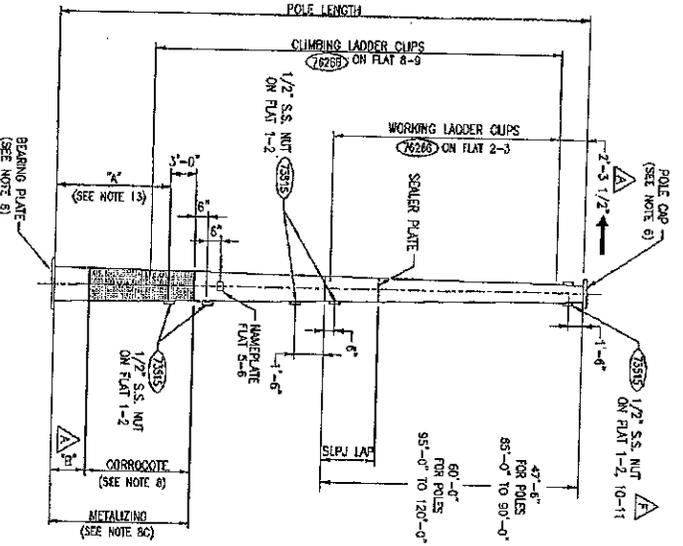
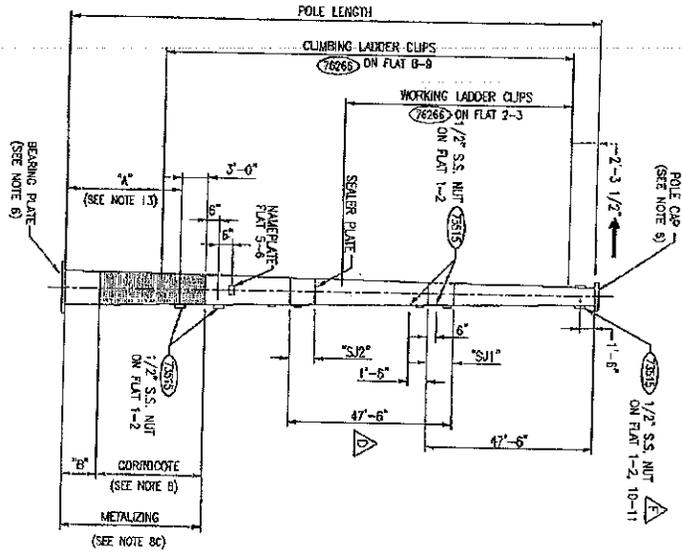
	Narrative:	This expense is a direct result to the storm on June 29, 2012.
OPTIONS (Include Deny /Approval Option)	1.	Approve Resolution R-111-12 awarding a contract to Thomas and Betts Steel Structures for the purchase of twelve steel transmission poles at a cost not to exceed \$65,406.
	2.	Do not approve the Resolution and provide staff with further direction
PROJECT TIMELINE	Delivery will be made within 2 to 4 weeks after receipt of order	
STAFF RECOMMENDATION	Approve Resolution R-111-12 awarding a contract to Thomas and Betts Steel Structures for the purchase of twelve steel transmission poles at a cost not to exceed \$65,406.	
ATTACHMENTS	1. Lancaster Specification for standard weathering LD Poles.	

LANCASTER SPEC
STANDARD WEATHERING LD POLES
Job No. P0010

Thomas & Betts

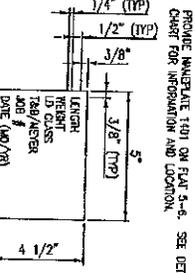
8155 T&B Boulevard
Memphis, TN 38125
PHONE: (901) 252-5000
ENGR. FAX: (901) 252-1304

Steel Structures Group



11. LONGSEAM DIMENSION
12. SPOON SHAPES WITH SHAPE LONG SEAM POINT 9 AND DOUBLE LONGSEAM POINTS 7 AND 8.
13. FOR SEAMANT JACKING NUT LOCATION, SPOON LAP TOLERANCE, SPOON LAP PROCEDURE, AND ASSOCIATED INSTRUCTIONS, SEE SHEETS S500A AND S500B.
14. EXCEPTION: INITIAL JACKING NUTS ON FLATS 3-4, 9-10.
15. FOR "X" DIMENSION SEE CHART ON SHEET 0H12.

1. FOR WEATHERING POLES:
 - A. FINISH
 - B. POLES - USE
 - C. REMOVE ALL PARTICULATE & OIL MARKINGS.
 - D. BLAST COATED AREA FOR SPOON-UPS BEFORE METALIZING.
 - E. METALIZE BOTTOM PORTION OF POLES, THEN COAT WITH CORRODATE II CLASSIC. PWT 2150 AND 2158 16.0 MILS THICK.
 - F. DO NOT COAT BOTTOM 5'-0" OF POLE WITH CORRODATE. SEE CHART ON THIS SHEET FOR METALIZING AND CORRODATE LENGTH.
 - G. DO NOT COAT S.S. GROUND WIRE.
2. ALL FLATS TO HAVE A CHERRY "A" MOTOR IMPACT VALUE OF 15 FT. LBS. MINIMUM AT -20 DEGREES F. PER HEAD LOT TEST.
3. MANUFACTURING NOTE: SPECIAL FABRICATION INFORMATION WHEN THE FOLLOWING SYMBOL IS SHOWN:
 - UP TO AND INCLUDING 3/4" --- 63 KSI --- A-971
 - > 3/4" --- 60 KSI --- A-871
 - NON-STRUCTURAL --- 50 KSI --- A-588
4. PROVIDE PLASTIC PLUGS IN ALL WELDED HOLES AND NUTS WELDED TO THE STRUCTURE.
5. ALL BEARING FLATES ARE TO BE POLY-RON IN SHAPE AND TOLERATE OUT.
6. POLE CAP & BEARING PLATE DIAMETER IS POLE DIA. + 1" ROUNDED UP TO THE NEXT INCH.
7. POLE BASE TO BE SEALED.
8. MARKING
 - A. PROVIDE UNIDIRECTIONAL 140I ON FLAT 5-6. SEE DETAIL BELOW AND CHART FOR INFORMATION AND LOCATION.
 - B. MARK WITH 2" HEAD READ THE UD CLASS AND LENGTH (GS: UD1-80) ON THE BOTTOM OF BEARING PLATE.
 - C. MARK WITH 2" HEAD READ THE UD CLASS (GS: UD1) AT 1'-0" ABOVE SLIP JOINT, ON FLAT 5-6. IF THE TOP IS A 60'-0" TOP, INCLUDE THE SECTION LENGTH (E.G. UD1-80T).
9. PROVIDE (SEE) LADDER CLIPS. SEE CHART AND P&E DRAWING FOR LOCATIONS. SEE SHEET 0H13 FOR CLIMBING INFORMATION.
10. POLE CAP TO BE LOCATED AT 2'-3 1/2" BELOW TOP OF POLE. CLIPS FOR TRUSSER LADDERS TO BE LOCATED IN THE SLIP JOINT AREA AS REQUIRED.



REV	DESCRIPTION	DATE	BY	CHKD
3	REVISED FOR FINAL ISSUE	06/23/10	...	...
A	REVISED DIMENSIONS & NAME PLATE	06/23/10	...	...
B	REVISED DIMENSIONS	06/23/10	...	...
C	ADD 135'-0" & 139'-0" POLE	06/23/10	...	...
D	MINOR REVISIONS	06/23/10	...	...
E	REVISED DIMENSIONS	06/23/10	...	...
F	ADDED 135'-0" TO NOTE	06/23/10	...	...

ITEM	DESCRIPTION	DATE	BY	CHKD
1	REVISIONS	06/23/10
2	REVISIONS	06/23/10
3	REVISIONS	06/23/10
4	REVISIONS	06/23/10
5	REVISIONS	06/23/10
6	REVISIONS	06/23/10
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20	REVISIONS	06/23/10

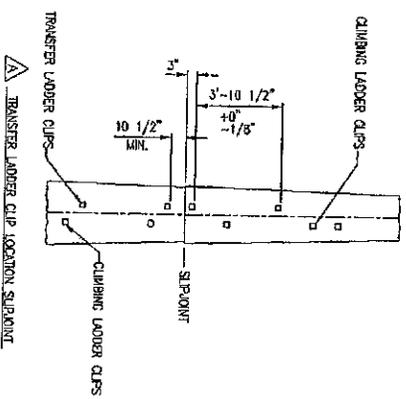
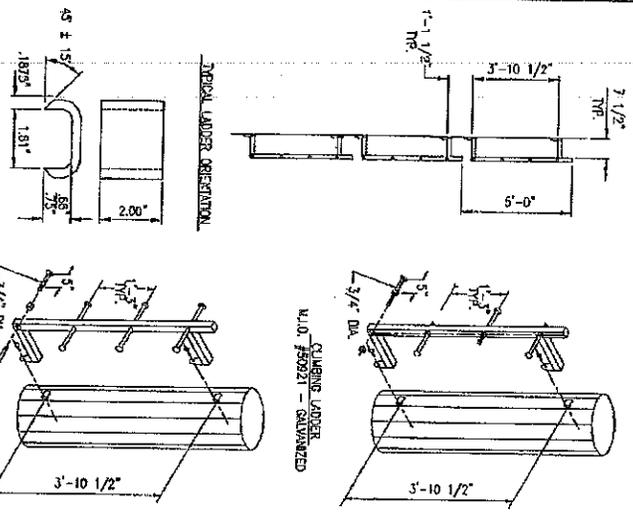
Timberline Structures
STEEL STRUCTURES GROUP
STANDARD UD POLES
LANCASTER SPEC

STRUCTURE ENGINEER: **OPT1**

PLOT DATE:

GENERAL NOTES:

1. SEE CP-1 FOR LADDER CLIP ORIENTATION AND LOCATIONS.
2. ALUM TRANSFER AND WORKING STEPS WITH CLIMBING BY LOCATING CLIPS.
3. PROVIDE TRANSFER LADDER CLIPS FROM CLIMBING TO WORKING LADDERS. BOTH WAYS AT LOWEST WORKING LOCATION (UNLESS OTHERWISE NOTED). IF WORKING LADDERS ARE NOT CONTIGUOUS, PROVIDE TRANSFER LADDERS TO EACH SERIES OF WORKING LADDERS.
 - < 30" SWALETH OR MAJOR: EVERY FOURTH FACE
 - > 30" OR < 90° DIAMETER OR MAJOR: EVERY OTHER FACE
 - > 90° DIAMETER OR MAJOR: EVERY FACE
4. STARTING LOCATION (UNLESS NOTED ON PREPARATION DETAIL).
 - A. SINGLE PIECE PILES START AT 2'-4" FROM TOP OF POLE
 - B. SLIP JOINT PILES START AT 2'-4" FROM TOP OF POLE (SEE DETAIL FOR CLIP LOCATION).
5. TRANSFER LADDERS
 - A. LOCATE TRANSFER LADDER CLIPS TO LEFT OR RIGHT OF CLIMBING. A MINIMUM OF 11" TO OBTAIN MINIMUM CLEARANCE.
 - B. PROVIDE ONE SET OF TRANSFER CLIPS IF THE LAST CLIMBING CLIP IS TRANSFER CLIP. PROVIDE FLAT OR SLIP JOINT. PROVIDE TWO SETS OF TRANSFER CLIPS IF THE LAST CLIMBING CLIP IS > 1'9" ABOVE FLANGE PLANE OR SLIP JOINT.
6. WORKING LADDERS
 - F. LADDER INTERFERES WITH A HARDWARE ATTACHMENT, OMIT THAT LADDER AND RESISTANT BELOW ATTACHMENT. (SEE DETAIL).



<p>Revisions</p>		<p>Customer Information</p>	
REV	DESCRIPTION	DATE	ENGINEER
1	ISSUED FOR FINAL ISSUE	07/08-01-08	JOB NO. ---
2	REVISED CLIMBING DETAILS	07/08-01-08	CUSTOMER P.O. NO. ---
3	REVISED FOR FINAL ISSUE	07/08-01-08	CUSTOMER SPEC ---

Steel Structures Group

CLIMBING AND WORKING LADDER CLIP SPACING LANCASTER SPEC

SPECIAL LADDERS

CP-13

SLIP JOINT LAPS FOR LD POLES

(POLE WITH 47'-8" TOP SECTION)

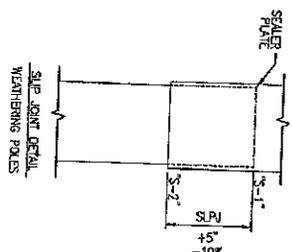
CLASS	NO. OF SLIP	MAX. SLIP	MIN. SLIP	LOCATIONS S-1		LOCATIONS S-2	
				O.D. CIRCUMFERENCE	O.D. CIRCUMFERENCE	O.D. CIRCUMFERENCE	O.D. CIRCUMFERENCE
LD-1	24	25"	21 5/8"	MALE	3-6 7/8"	14-0"	3-7 1/2"
				FEMALE	4-28"	14-0"	3-7 1/2"
LD-2	24	28"	21 5/8"	MALE	3-9 11/16"	14-06	3-10 15/16"
				FEMALE	4-31 3/16"	14-06	3-11 31/32"
LD-3	25	30"	22 1/2"	MALE	4-0 13/16"	16-03	4-1 25/32"
				FEMALE	4-2 5/16"	16-03	4-1 9/16"
LD-4	27	32"	24 5/8"	MALE	4-5 1/16"	17-43	4-6 1/8"
				FEMALE	4-8 1/2"	17-43	4-9 5/8"
LD-5	29	34"	26 1/8"	MALE	4-8 1/4"	18-29	4-10 13/32"
				FEMALE	4-10 17/32"	18-29	4-11 29/32"
LD-6	29	34"	26 1/8"	MALE	4-9 3/16"	18-09	4-11 9/16"
				FEMALE	4-11 1/8"	18-09	4-11 3/16"
LD-7	29	34"	26 1/8"	MALE	4-9 3/16"	18-09	4-11 9/16"
				FEMALE	4-11 1/8"	18-09	4-11 3/16"
LD-8	31	36"	27 15/16"	MALE	4-11 1/16"	20-18	5-2 23/32"
				FEMALE	4-13 1/16"	20-18	5-2 1/16"
LD-9	32	37"	29 13/16"	MALE	4-14 1/16"	20-01	5-4 29/32"
				FEMALE	4-16 1/16"	20-01	5-4 1/32"
LD-10	34	39"	30 5/8"	MALE	4-17 1/2"	21-22	5-7 23/32"
				FEMALE	4-19 1/2"	21-22	5-7 19/32"

(POLES LESS THAN 85'-0" ARE SINGLE PICE SLIP JOINT NOT REQUIRED)

SLIP JOINT LAPS FOR LD POLES

(POLE WITH 69'-0" TOP SECTION)

CLASS	NO. OF SLIP	MAX. SLIP	MIN. SLIP	LOCATIONS S-1		LOCATIONS S-2	
				O.D. CIRCUMFERENCE	O.D. CIRCUMFERENCE	O.D. CIRCUMFERENCE	O.D. CIRCUMFERENCE
LD-1	24	25"	21 5/8"	MALE	3-10 15/16"	16-37	3-11 19/32"
				FEMALE	4-0 13/16"	16-38	4-1 1/16"
LD-2	26	27"	23 7/16"	MALE	4-2 15/16"	16-52	4-3 5/16"
				FEMALE	4-3 31/32"	16-52	4-3 5/16"
LD-3	28	29"	25 1/4"	MALE	4-7 13/16"	17-00	4-8 1/16"
				FEMALE	4-7 27/16"	17-00	4-7 15/32"
LD-4	30	31"	27"	MALE	4-10 31/32"	18-38	4-11 1/8"
				FEMALE	4-12 1/2"	18-38	4-11 1/8"
LD-5	32	33"	28 3/4"	MALE	4-13 1/2"	19-12	4-14 1/2"
				FEMALE	4-15 1/2"	19-12	4-14 1/2"
LD-6	32	33"	28 3/4"	MALE	4-13 1/2"	19-12	4-14 1/2"
				FEMALE	4-15 1/2"	19-12	4-14 1/2"
LD-7	32	33"	28 3/4"	MALE	4-13 1/2"	19-12	4-14 1/2"
				FEMALE	4-15 1/2"	19-12	4-14 1/2"
LD-8	35	36"	31 1/2"	MALE	4-16 1/2"	21-08	4-17 1/2"
				FEMALE	4-18 1/2"	21-08	4-17 1/2"
LD-9	37	42"	33 1/8"	MALE	4-20 1/2"	22-06	4-21 1/2"
				FEMALE	4-22 1/2"	22-06	4-21 1/2"
LD-10	38	44"	35 1/8"	MALE	4-24 1/2"	23-06	4-25 1/2"
				FEMALE	4-26 1/2"	23-06	4-25 1/2"



NOTES:
 GENERALLY ALL THREE OF THE FOLLOWING CONDITIONS SHOULD BE MET TO ACHIEVE A SMOOTH SLIP JOINT ASSEMBLY:
 A. PROPER SLIP JOINT LENGTH ENGAGEMENT TO WITHIN ALLOWED TOLERANCES FOR THESE CHARTS.
 B. A RESPONSIBLY TIGHT FIT WITHOUT UNIFORM GAPS OR MISALIGNMENT BETWEEN THE TWO POLE SECTIONS BEING JOINED.
 C. THE PROPER JACKING FORCE TO ASSURE ADEQUATE LAPPING OF THE POLE SHOULD BE APPLIED TO THE POINTS OF CONTACT.
 D. THIS IS OF PARTICULAR IMPORTANCE FOR ANGLES AND OFFSETS AND POLES WHICH STRUTTING WILL REALIZE UNDER MAXIMUM LOADING.
 E. REPAIRS TO THE ABOVE CONDITIONS DO NOT EXIST, CONTACT YOUR T&B STEEL STRUCTURES DEPARTMENT.
 F. POLE SECTIONS ARE TO BE DRY JOINED TOGETHER - NO LUBRICANTS.

SLIP JOINT LAPS FOR LD POLES

(POLE WITH 47'-8" MID SECTION)

CLASS	NO. OF SLIP	MAX. SLIP	MIN. SLIP	LOCATIONS S-1		LOCATIONS S-2	
				O.D. CIRCUMFERENCE	O.D. CIRCUMFERENCE	O.D. CIRCUMFERENCE	O.D. CIRCUMFERENCE
LD-3	35	40"	32"	MALE	5-7 3/4"	22-23	5-9 5/32"
				FEMALE	5-9 1/4"	22-23	5-9 19/32"
LD-5	41"	48"	37"	MALE	6-4 27/32"	22-06	6-10 13/16"
				FEMALE	6-7 3/16"	22-06	6-8 1/2"
LD-6	40"	45"	36"	MALE	6-3 3/16"	22-09	6-8 1/2"
				FEMALE	6-5 1/16"	22-09	6-8 1/2"
LD-7	39"	44"	35"	MALE	6-5 13/32"	23-04	6-8 1/4"
				FEMALE	6-8 5/16"	23-04	6-8 1/4"
LD-8	45"	48"	39"	MALE	7-0 21/32"	22-08	7-2 29/32"
				FEMALE	7-2 19/32"	22-08	7-4 13/16"

SLIP JOINT LAPS FOR LD POLES

(POLE WITH 47'-7" MID SECTION)

CLASS	NO. OF SLIP	MAX. SLIP	MIN. SLIP	LOCATIONS S-1		LOCATIONS S-2	
				O.D. CIRCUMFERENCE	O.D. CIRCUMFERENCE	O.D. CIRCUMFERENCE	O.D. CIRCUMFERENCE
LD-3	35	40"	32"	MALE	5-7 3/4"	22-23	5-9 5/32"
				FEMALE	5-9 1/4"	22-23	5-9 19/32"

LIGHT DUTY POLE CLIMBING & FINISH DATA

POLE LENGTH	LADDER CLIPS (BELOW POLE TOP)	TOP OF LADDERING & FINISH DATA (FROM POLE BASE)	DM. 7"	DM. 8"
25'-0"	17'-6"	9'-6"	6'-6"	2'-0"
30'-0"	22'-0"	10'-0"	7'-0"	2'-0"
35'-0"	27'-0"	10'-6"	7'-6"	2'-0"
40'-0"	31'-0"	11'-0"	8'-0"	2'-0"
45'-0"	35'-0"	11'-6"	8'-6"	2'-0"
50'-0"	40'-0"	12'-0"	9'-0"	2'-0"
55'-0"	44'-0"	12'-6"	9'-6"	2'-0"
60'-0"	48'-0"	13'-0"	10'-0"	2'-0"
65'-0"	52'-0"	13'-6"	10'-6"	2'-0"
70'-0"	56'-0"	14'-0"	11'-0"	2'-0"
75'-0"	60'-0"	14'-6"	11'-6"	2'-0"
80'-0"	64'-0"	15'-0"	12'-0"	2'-0"
85'-0"	68'-0"	15'-6"	12'-6"	2'-0"
90'-0"	72'-0"	16'-0"	13'-0"	2'-0"
95'-0"	76'-0"	16'-6"	13'-6"	2'-0"
100'-0"	80'-0"	17'-0"	14'-0"	2'-0"
105'-0"	84'-0"	17'-6"	14'-6"	2'-0"
110'-0"	88'-0"	18'-0"	15'-0"	2'-0"
115'-0"	92'-0"	18'-6"	15'-6"	2'-0"
120'-0"	96'-0"	19'-0"	16'-0"	2'-0"
125'-0"	100'-0"	19'-6"	16'-6"	2'-0"
130'-0"	104'-0"	20'-0"	17'-0"	2'-0"
135'-0"	108'-0"	20'-6"	17'-6"	2'-0"

1. ADDED LD-7 TO CHART 10/6/99-22-10

2. ADDED 25'-0" TO CLASS & FINISH CHART 10/6/99-22-10

3. ADDED 135'-0" TO CHART 10/6/99-22-10

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186. REVISION CHART 10/6/99-22-10

187. REVISION CHART 10/6/99-22-10

188. REVISION CHART 10/6/99-22-10

189. REVISION CHART 10/6/99-22-10

190. REVISION CHART 10/6/99-22-10

191. REVISION CHART 10/6/99-22-10

192. REVISION CHART 10/6/99-22-10

193. REVISION CHART 10/6/99-22-10

194. REVISION CHART 10/6/99-2

LD-1 DATA TABLE PL = 3/16" TAPER = .1650 IN./FT. TOP DIA. = 9 1/2"

QTY.	BLIND #	POLE LENGTH	POLE WT. (LBS.)	ASSEMBLY	SUB-ASSEMBLY	POLE CAP MARK #	SEALER PL. MARK #	BEARING PLATE MARK #	BOTTOM DIA.
1	LD1025AT	25'-0"	650	3831	4253	C3MR0110	---	B32R0140	12 3/16"
1	LD1035AT	35'-0"	700	3791	4212	C3MR0110	---	B32R0140	12 3/16"
1	LD1045AT	45'-0"	850	3782	4213	C3MR0110	---	B32R0150	13 3/16"
1	LD1055AT	55'-0"	1,000	3801	4011	C3MR0110	---	B32R0150	13 3/16"
1	LD1065AT	65'-0"	1,100	3802	4012	C3MR0110	---	B32R0160	14 7/32"
1	LD1075AT	75'-0"	1,200	3803	4013	C3MR0110	---	B32R0160	14 7/32"
1	LD1085AT	85'-0"	1,400	3804	4014	C3MR0110	---	B32R0170	15 9/32"
1	LD1095AT	95'-0"	1,600	3805	4015	C3MR0110	---	B32R0170	15 9/32"
1	LD1105AT	105'-0"	1,800	3806	4016	C3MR0110	---	B32R0170	15 9/32"
1	LD1115AT	115'-0"	2,000	3807	4017	C3MR0110	---	B32R0180	16 3/8"
1	LD1125AT	125'-0"	2,100	3808	4018	C3MR0110	---	B32R0180	16 3/8"
1	LD1135AT	135'-0"	2,300	3809	4019	C3MR0110	---	B32R0190	17 1/32"
1	LD1145AT	145'-0"	2,500	3810	4020	C3MR0110	---	B32R0190	17 1/32"
1	LD1155AT	155'-0"	2,800	3811	4021	C3MR0110	---	B32R0200	18 1/8"
1	LD1165AT	165'-0"	3,000	3812	4022	C3MR0110	---	B32R0200	18 1/8"
1	LD1175AT	175'-0"	3,200	3813	4023	C3MR0110	---	B32R0210	19 1/32"
1	LD1185AT	185'-0"	3,400	3814	4024	C3MR0110	---	B32R0210	19 1/32"
1	LD1195AT	195'-0"	3,600	3815	4025	C3MR0110	---	B32R0220	20 1/16"
1	LD1205AT	205'-0"	3,800	3816	4026	C3MR0110	---	B32R0220	20 1/16"
1	LD1215AT	215'-0"	4,000	3817	4027	C3MR0110	---	B32R0230	21 3/32"
1	LD1225AT	225'-0"	4,200	3818	4028	C3MR0110	---	B32R0230	21 3/32"
1	LD1235AT	235'-0"	4,400	3819	4029	C3MR0110	---	B32R0240	22 1/8"
1	LD1245AT	245'-0"	4,600	3820	4030	C3MR0110	---	B32R0240	22 1/8"
1	LD1255AT	255'-0"	4,800	3821	4031	C3MR0110	---	B32R0250	23 1/32"
1	LD1265AT	265'-0"	5,000	3822	4032	C3MR0110	---	B32R0250	23 1/32"
1	LD1275AT	275'-0"	5,200	3823	4033	C3MR0110	---	B32R0260	24 1/8"
1	LD1285AT	285'-0"	5,400	3824	4034	C3MR0110	---	B32R0260	24 1/8"
1	LD1295AT	295'-0"	5,600	3825	4035	C3MR0110	---	B32R0270	25 1/8"
1	LD1305AT	305'-0"	5,800	3826	4036	C3MR0110	---	B32R0270	25 1/8"
1	LD1315AT	315'-0"	6,000	3827	4037	C3MR0110	---	B32R0280	26 1/8"
1	LD1325AT	325'-0"	6,200	3828	4038	C3MR0110	---	B32R0280	26 1/8"
1	LD1335AT	335'-0"	6,400	3829	4039	C3MR0110	---	B32R0290	27 1/8"
1	LD1345AT	345'-0"	6,600	3830	4040	C3MR0110	---	B32R0290	27 1/8"
1	LD1355AT	355'-0"	6,800	3831	4041	C3MR0110	---	B32R0300	28 1/8"
1	LD1365AT	365'-0"	7,000	3832	4042	C3MR0110	---	B32R0300	28 1/8"
1	LD1375AT	375'-0"	7,200	3833	4043	C3MR0110	---	B32R0310	29 1/8"
1	LD1385AT	385'-0"	7,400	3834	4044	C3MR0110	---	B32R0310	29 1/8"
1	LD1395AT	395'-0"	7,600	3835	4045	C3MR0110	---	B32R0320	30 1/8"
1	LD1405AT	405'-0"	7,800	3836	4046	C3MR0110	---	B32R0320	30 1/8"
1	LD1415AT	415'-0"	8,000	3837	4047	C3MR0110	---	B32R0330	31 1/8"
1	LD1425AT	425'-0"	8,200	3838	4048	C3MR0110	---	B32R0330	31 1/8"
1	LD1435AT	435'-0"	8,400	3839	4049	C3MR0110	---	B32R0340	32 1/8"
1	LD1445AT	445'-0"	8,600	3840	4050	C3MR0110	---	B32R0340	32 1/8"
1	LD1455AT	455'-0"	8,800	3841	4051	C3MR0110	---	B32R0350	33 1/8"
1	LD1465AT	465'-0"	9,000	3842	4052	C3MR0110	---	B32R0350	33 1/8"
1	LD1475AT	475'-0"	9,200	3843	4053	C3MR0110	---	B32R0360	34 1/8"
1	LD1485AT	485'-0"	9,400	3844	4054	C3MR0110	---	B32R0360	34 1/8"
1	LD1495AT	495'-0"	9,600	3845	4055	C3MR0110	---	B32R0370	35 1/8"
1	LD1505AT	505'-0"	9,800	3846	4056	C3MR0110	---	B32R0370	35 1/8"
1	LD1515AT	515'-0"	10,000	3847	4057	C3MR0110	---	B32R0380	36 1/8"
1	LD1525AT	525'-0"	10,200	3848	4058	C3MR0110	---	B32R0380	36 1/8"
1	LD1535AT	535'-0"	10,400	3849	4059	C3MR0110	---	B32R0390	37 1/8"
1	LD1545AT	545'-0"	10,600	3850	4060	C3MR0110	---	B32R0390	37 1/8"
1	LD1555AT	555'-0"	10,800	3851	4061	C3MR0110	---	B32R0400	38 1/8"
1	LD1565AT	565'-0"	11,000	3852	4062	C3MR0110	---	B32R0400	38 1/8"
1	LD1575AT	575'-0"	11,200	3853	4063	C3MR0110	---	B32R0410	39 1/8"
1	LD1585AT	585'-0"	11,400	3854	4064	C3MR0110	---	B32R0410	39 1/8"
1	LD1595AT	595'-0"	11,600	3855	4065	C3MR0110	---	B32R0420	40 1/8"
1	LD1605AT	605'-0"	11,800	3856	4066	C3MR0110	---	B32R0420	40 1/8"
1	LD1615AT	615'-0"	12,000	3857	4067	C3MR0110	---	B32R0430	41 1/8"
1	LD1625AT	625'-0"	12,200	3858	4068	C3MR0110	---	B32R0430	41 1/8"
1	LD1635AT	635'-0"	12,400	3859	4069	C3MR0110	---	B32R0440	42 1/8"
1	LD1645AT	645'-0"	12,600	3860	4070	C3MR0110	---	B32R0440	42 1/8"
1	LD1655AT	655'-0"	12,800	3861	4071	C3MR0110	---	B32R0450	43 1/8"
1	LD1665AT	665'-0"	13,000	3862	4072	C3MR0110	---	B32R0450	43 1/8"
1	LD1675AT	675'-0"	13,200	3863	4073	C3MR0110	---	B32R0460	44 1/8"
1	LD1685AT	685'-0"	13,400	3864	4074	C3MR0110	---	B32R0460	44 1/8"
1	LD1695AT	695'-0"	13,600	3865	4075	C3MR0110	---	B32R0470	45 1/8"
1	LD1705AT	705'-0"	13,800	3866	4076	C3MR0110	---	B32R0470	45 1/8"
1	LD1715AT	715'-0"	14,000	3867	4077	C3MR0110	---	B32R0480	46 1/8"
1	LD1725AT	725'-0"	14,200	3868	4078	C3MR0110	---	B32R0480	46 1/8"
1	LD1735AT	735'-0"	14,400	3869	4079	C3MR0110	---	B32R0490	47 1/8"
1	LD1745AT	745'-0"	14,600	3870	4080	C3MR0110	---	B32R0490	47 1/8"
1	LD1755AT	755'-0"	14,800	3871	4081	C3MR0110	---	B32R0500	48 1/8"
1	LD1765AT	765'-0"	15,000	3872	4082	C3MR0110	---	B32R0500	48 1/8"
1	LD1775AT	775'-0"	15,200	3873	4083	C3MR0110	---	B32R0510	49 1/8"
1	LD1785AT	785'-0"	15,400	3874	4084	C3MR0110	---	B32R0510	49 1/8"
1	LD1795AT	795'-0"	15,600	3875	4085	C3MR0110	---	B32R0520	50 1/8"
1	LD1805AT	805'-0"	15,800	3876	4086	C3MR0110	---	B32R0520	50 1/8"
1	LD1815AT	815'-0"	16,000	3877	4087	C3MR0110	---	B32R0530	51 1/8"
1	LD1825AT	825'-0"	16,200	3878	4088	C3MR0110	---	B32R0530	51 1/8"
1	LD1835AT	835'-0"	16,400	3879	4089	C3MR0110	---	B32R0540	52 1/8"
1	LD1845AT	845'-0"	16,600	3880	4090	C3MR0110	---	B32R0540	52 1/8"
1	LD1855AT	855'-0"	16,800	3881	4091	C3MR0110	---	B32R0550	53 1/8"
1	LD1865AT	865'-0"	17,000	3882	4092	C3MR0110	---	B32R0550	53 1/8"
1	LD1875AT	875'-0"	17,200	3883	4093	C3MR0110	---	B32R0560	54 1/8"
1	LD1885AT	885'-0"	17,400	3884	4094	C3MR0110	---	B32R0560	54 1/8"
1	LD1895AT	895'-0"	17,600	3885	4095	C3MR0110	---	B32R0570	55 1/8"
1	LD1905AT	905'-0"	17,800	3886	4096	C3MR0110	---	B32R0570	55 1/8"
1	LD1915AT	915'-0"	18,000	3887	4097	C3MR0110	---	B32R0580	56 1/8"
1	LD1925AT	925'-0"	18,200	3888	4098	C3MR0110	---	B32R0580	56 1/8"
1	LD1935AT	935'-0"	18,400	3889	4099	C3MR0110	---	B32R0590	57 1/8"
1	LD1945AT	945'-0"	18,600	3890	4100	C3MR0110	---	B32R0590	57 1/8"
1	LD1955AT	955'-0"	18,800	3891	4101	C3MR0110	---	B32R0600	58 1/8"
1	LD1965AT	965'-0"	19,000	3892	4102	C3MR0110	---	B32R0600	58 1/8"
1	LD1975AT	975'-0"	19,200	3893	4103	C3MR0110	---	B32R0610	59 1/8"
1	LD1985AT	985'-0"	19,400	3894	4104	C3MR0110	---	B32R0610	59 1/8"
1	LD1995AT	995'-0"	19,600	3895	4105	C3MR0110	---	B32R0620	60 1/8"
1	LD2005AT	1005'-0"	19,800	3896	4106	C3MR0110	---	B32R0620	60 1/8"

LD-2 DATA TABLE PL = 3/16" TAPER = .1650 IN./FT. TOP DIA. = 9 1/2"

QTY.	BLIND #	POLE LENGTH	POLE WT. (LBS.)	ASSEMBLY	SUB-ASSEMBLY	POLE CAP MARK #	SEALER PL. MARK #	BEARING PLATE MARK #	BOTTOM DIA.
1	LD2015AT	1015'-0"	20,000	3897	4107	C3MR0110	---	B32R0630	61 1/8"
1	LD2025AT	1025'-0"	20,200	3898	4108	C3MR0110	---	B32R0630	61 1/8"
1	LD2035AT	1035'-0"	20,400	3899	4109	C3MR0110	---	B32R0640	62 1/8"
1	LD2045AT	1045'-0"	20,600	3900	4110	C3MR0110	---	B32R0640	62 1/8"
1	LD2055AT	1055'-0"	20,800	3901	4111	C3MR0110	---	B32R0650	63 1/8"
1	LD2065AT	1065'-0"	21,000	3902	4112	C3MR0110	---	B32R0650	63 1/8"
1	LD2075AT	1075'-0"	21,200	3903	4113	C3MR0110	---	B32R0660	64 1/8"
1	LD2085AT	1085'-0"	21,400	3904	4114	C3MR0110	---	B32R0660	64 1/8"
1	LD2095AT	1095'-0"	21,600	3905	4115	C3MR0110	---	B32R0670	65 1/8"
1	LD2105AT	1105'-0"	21,800	3906	4116	C3MR0110	---	B32R0670	65 1/8"
1	LD2115AT	1115'-0"	22,000	3907	4117	C3MR0110	---	B32R0680	66 1/8"
1	LD2125AT	1125'-0"	22,200	3908	4118	C3MR0110	---	B32R0680	66 1/8"
1	LD2135AT	1135'-0"	22,400	3909	4119	C3MR0110	---	B32R0690	67 1/8"
1	LD2145AT	1145'-0"	22,600	3910	4120	C3MR0110	---	B32R0690	67 1/8"
1	LD2155AT	1155'-0"	22,800	3911	4121	C3MR0110	---	B32R0700	68 1/8"
1	LD2165AT	1165'-0"	23,000	3912	4122	C3MR0110	---	B32R0700	68 1/8"
1	LD2175AT	1175'-0"	23,200	3913	4123	C3MR0110	---	B32R0710	69 1/8"
1	LD2185AT	1185'-0"	23,400	3914	4124	C3MR0110	---	B32R0710	69 1/8"
1	LD2195AT	1195'-0"	23,600	3915	4125	C3MR0110	---	B32R0720	70 1/8"
1	LD2205AT	1205'-0"	23,800	3916	4126	C3MR0110	---	B32R0720	70 1/8"

LD-5 DATA TABLE PL = 3/16"

QTY	BLU/AGE (PART #)	POLE LENGTH	POLE WT. (LBS.)	ASSEMBLY	SUB-ASSEMBLY	POLE CAP MARK #	SCALER MARK #	BEARING PLATE MARK #	TOP DIA. = 10 1/2"	BOTTOM DIA.
1	LD5020AT	30'-0"	831	3799	4220	C3MR0120		B32R0120	18 1/16"	18 1/16"
1	LD5030AT	35'-0"	1,000	3905	4221	C3MR0120		B32R0120	18 1/16"	18 1/16"
1	LD5040AT	40'-0"	1,200	3977	4222	C3MR0120		B32R0120	18 1/16"	18 1/16"
1	LD5050AT	45'-0"	1,400	3978	4223	C3MR0120		B32R0120	18 1/16"	18 1/16"
1	LD5060AT	50'-0"	1,600	3979	4224	C3MR0120		B32R0120	18 1/16"	18 1/16"
1	LD5070AT	55'-0"	1,792	3980	4225	C3MR0120		B32R0120	18 1/16"	18 1/16"
1	LD5080AT	60'-0"	2,000	3981	4226	C3MR0120		B32R0120	18 1/16"	18 1/16"
1	LD5090AT	65'-0"	2,200	3982	4227	C3MR0120		B32R0120	18 1/16"	18 1/16"
1	LD5100AT	70'-0"	2,500	3983	4228	C3MR0120		B32R0120	18 1/16"	18 1/16"
1	LD5110AT	75'-0"	2,800	3984	4229	C3MR0120		B32R0120	18 1/16"	18 1/16"
1	LD5120AT	80'-0"	3,000	3985	4230	C3MR0120		B32R0120	18 1/16"	18 1/16"
1	LD5130AT	85'-0"	3,200	3986	4231	C3MR0120		B32R0120	18 1/16"	18 1/16"
1	LD5140AT	90'-0"	3,500	3987	4232	C3MR0120		B32R0120	18 1/16"	18 1/16"
1	LD5150AT	95'-0"	3,800	3988	4233	C3MR0120		B32R0120	18 1/16"	18 1/16"
1	LD5160AT	100'-0"	4,100	3989	4234	C3MR0120		B32R0120	18 1/16"	18 1/16"
1	LD5170AT	105'-0"	4,400	3990	4235	C3MR0120		B32R0120	18 1/16"	18 1/16"
1	LD5180AT	110'-0"	4,700	3991	4236	C3MR0120		B32R0120	18 1/16"	18 1/16"
1	LD5190AT	115'-0"	5,000	3992	4237	C3MR0120		B32R0120	18 1/16"	18 1/16"
1	LD5200AT	120'-0"	5,300	3993	4238	C3MR0120		B32R0120	18 1/16"	18 1/16"
1	LD5210AT	125'-0"	6,000	3994	4239	C3MR0120		B32R0120	18 1/16"	18 1/16"
1	LD5220AT	130'-0"	7,000	3995	4240	C3MR0120		B32R0120	18 1/16"	18 1/16"
1	LD5230AT	135'-0"	7,700	3996	4241	C3MR0120		B32R0120	18 1/16"	18 1/16"

INHER = 1.850 R/L/FI
TOP DIA. = 10 1/2"

LD-6 DATA TABLE PL = 7/32"

QTY	BLU/AGE (PART #)	POLE LENGTH	POLE WT. (LBS.)	ASSEMBLY	SUB-ASSEMBLY	POLE CAP MARK #	SCALER MARK #	BEARING PLATE MARK #	TOP DIA. = 10 9/16"	BOTTOM DIA.
1	LD6020AT	30'-0"	830	3801	4222	C3MR0120		B32R0120	15 31/32"	15 31/32"
1	LD6030AT	35'-0"	1,200	3802	4223	C3MR0120		B32R0120	16 27/32"	16 27/32"
1	LD6040AT	40'-0"	1,300	3803	4107	C3MR0120		B32R0120	18 17/32"	18 17/32"
1	LD6050AT	45'-0"	1,400	3804	4108	C3MR0120		B32R0120	18 17/32"	18 17/32"
1	LD6060AT	50'-0"	1,600	3805	4109	C3MR0120		B32R0120	18 17/32"	18 17/32"
1	LD6070AT	55'-0"	2,000	3806	4110	C3MR0120		B32R0120	20 7/16"	20 7/16"
1	LD6080AT	60'-0"	2,300	3807	4111	C3MR0120		B32R0120	21 11/16"	21 11/16"
1	LD6090AT	65'-0"	2,500	3808	4112	C3MR0120		B32R0120	22 19/32"	22 19/32"
1	LD6100AT	70'-0"	2,800	3809	4113	C3MR0120		B32R0120	22 19/32"	22 19/32"
1	LD6110AT	75'-0"	3,200	3810	4114	C3MR0120		B32R0120	23 19/32"	23 19/32"
1	LD6120AT	80'-0"	3,500	3811	4115	C3MR0120		B32R0120	24 3/8"	24 3/8"
1	LD6130AT	85'-0"	3,800	3812	4116	C3MR0120		B32R0120	25 3/8"	25 3/8"
1	LD6140AT	90'-0"	4,100	3813	4117	C3MR0120		B32R0120	26 3/8"	26 3/8"
1	LD6150AT	95'-0"	4,400	3814	4118	C3MR0120		B32R0120	27 3/8"	27 3/8"
1	LD6160AT	100'-0"	4,700	3815	4119	C3MR0120		B32R0120	28 3/8"	28 3/8"
1	LD6170AT	105'-0"	5,000	3816	4120	C3MR0120		B32R0120	29 3/8"	29 3/8"
1	LD6180AT	110'-0"	5,300	3817	4121	C3MR0120		B32R0120	29 3/8"	29 3/8"
1	LD6190AT	115'-0"	5,600	3818	4122	C3MR0120		B32R0120	30 1/8"	30 1/8"
1	LD6200AT	120'-0"	6,100	3819	4123	C3MR0120		B32R0120	31 1/8"	31 1/8"
1	LD6210AT	125'-0"	6,700	3820	4124	C3MR0120		B32R0120	32 1/8"	32 1/8"
1	LD6220AT	130'-0"	7,400	3821	4125	C3MR0120		B32R0120	33 1/8"	33 1/8"
1	LD6230AT	135'-0"	7,700	3822	4126	C3MR0120		B32R0120	33 23/32"	33 23/32"

INHER = 1.785 R/L/FI
TOP DIA. = 10 9/16"

LD-7 DATA TABLE PL = 1/4"

QTY	BLU/AGE (PART #)	POLE LENGTH	POLE WT. (LBS.)	ASSEMBLY	SUB-ASSEMBLY	POLE CAP MARK #	SCALER MARK #	BEARING PLATE MARK #	TOP DIA. = 10 5/8"	BOTTOM DIA.
1	LD7020AT	30'-0"	1,000	3903	4224	C3MR0120		B32R0120	15 31/32"	15 31/32"
1	LD7030AT	35'-0"	1,300	3904	4225	C3MR0120		B32R0120	16 27/32"	16 27/32"
1	LD7040AT	40'-0"	1,500	3905	4177	C3MR0120		B32R0120	17 23/32"	17 23/32"
1	LD7050AT	45'-0"	1,700	3906	4178	C3MR0120		B32R0120	18 5/8"	18 5/8"
1	LD7060AT	50'-0"	2,000	3907	4179	C3MR0120		B32R0120	19 1/7"	19 1/7"
1	LD7070AT	55'-0"	2,200	3908	4128	C3MR0120		B32R0120	20 13/16"	20 13/16"
1	LD7080AT	60'-0"	2,500	3909	4129	C3MR0120		B32R0120	21 9/16"	21 9/16"
1	LD7090AT	65'-0"	2,800	3910	4130	C3MR0120		B32R0120	21 9/16"	21 9/16"
1	LD7100AT	70'-0"	3,000	3911	4131	C3MR0120		B32R0120	22 1/16"	22 1/16"
1	LD7110AT	75'-0"	3,300	3912	4132	C3MR0120		B32R0120	22 1/16"	22 1/16"
1	LD7120AT	80'-0"	3,500	3913	4133	C3MR0120		B32R0120	23 1/16"	23 1/16"
1	LD7130AT	85'-0"	3,800	3914	4134	C3MR0120		B32R0120	24 7/16"	24 7/16"
1	LD7140AT	90'-0"	4,000	3915	4135	C3MR0120		B32R0120	25 3/16"	25 3/16"
1	LD7150AT	95'-0"	4,300	3916	4136	C3MR0120		B32R0120	26 3/16"	26 3/16"
1	LD7160AT	100'-0"	4,500	3917	4137	C3MR0120		B32R0120	26 3/16"	26 3/16"
1	LD7170AT	105'-0"	5,000	3918	4138	C3MR0120		B32R0120	27 25/32"	27 25/32"
1	LD7180AT	110'-0"	5,300	3919	4139	C3MR0120		B32R0120	28 1/8"	28 1/8"
1	LD7190AT	115'-0"	5,600	3920	4140	C3MR0120		B32R0120	28 1/8"	28 1/8"
1	LD7200AT	120'-0"	6,000	3921	4141	C3MR0120		B32R0120	29 17/32"	29 17/32"
1	LD7210AT	125'-0"	6,500	3922	4142	C3MR0120		B32R0120	30 7/16"	30 7/16"
1	LD7220AT	130'-0"	7,500	3923	4143	C3MR0120		B32R0120	31 5/16"	31 5/16"
1	LD7230AT	135'-0"	7,800	3924	4144	C3MR0120		B32R0120	32 19/32"	32 19/32"

INHER = 1.775 R/L/FI
TOP DIA. = 10 5/8"

LD-8 DATA TABLE PL = 1/4"

QTY	BLU/AGE (PART #)	POLE LENGTH	POLE WT. (LBS.)	ASSEMBLY	SUB-ASSEMBLY	POLE CAP MARK #	SCALER MARK #	BEARING PLATE MARK #	TOP DIA. = 10 5/8"	BOTTOM DIA.
1	LD8020AT	30'-0"	1,200	3805	4225	C3MR0120		B32R0120	16 27/32"	16 27/32"
1	LD8030AT	35'-0"	1,400	3806	4227	C3MR0120		B32R0120	18 21/32"	18 21/32"
1	LD8040AT	40'-0"	1,600	3807	4148	C3MR0120		B32R0120	18 11/16"	18 11/16"
1	LD8050AT	45'-0"	1,800	3808	4149	C3MR0120		B32R0120	18 11/16"	18 11/16"
1	LD8060AT	50'-0"	2,100	3809	4150	C3MR0120		B32R0120	20 11/16"	20 11/16"
1	LD8070AT	55'-0"	2,300	3810	4151	C3MR0120		B32R0120	21 11/16"	21 11/16"
1	LD8080AT	60'-0"	2,500	3811	4152	C3MR0120		B32R0120	22 11/16"	22 11/16"
1	LD8090AT	65'-0"	2,800	3812	4153	C3MR0120		B32R0120	23 3/16"	23 3/16"
1	LD8100AT	70'-0"	3,000	3813	4154	C3MR0120		B32R0120	24 3/16"	24 3/16"
1	LD8110AT	75'-0"	3,300	3814	4155	C3MR0120		B32R0120	25 3/16"	25 3/16"
1	LD8120AT	80'-0"	3,500	3815	4156	C3MR0120		B32R0120	26 3/16"	26 3/16"
1	LD8130AT	85'-0"	4,000	3816	4157	C3MR0120		B32R0120	27 3/16"	27 3/16"
1	LD8140AT	90'-0"	4,300	3817	4158	C3MR0120		B32R0120	28 3/16"	28 3/16"
1	LD8150AT	95'-0"	4,500	3818	4159	C3MR0120		B32R0120	29 3/16"	29 3/16"
1	LD8160AT	100'-0"	4,800	3819	4160	C3MR0120		B32R0120	29 3/16"	29 3/16"
1	LD8170AT	105'-0"	5,200	3820	4161	C3MR0120		B32R0120	30 1/8"	30 1/8"
1	LD8180AT	110'-0"	5,500	3821	4162	C3MR0120		B32R0120	31 1/8"	31 1/8"
1	LD8190AT	115'-0"	6,000	3822	4163	C3MR0120		B32R0120	32 1/8"	32 1/8"
1	LD8200AT	120'-0"	6,500	3823	4164	C3MR0120		B32R0120	33 1/8"	33 1/8"
1	LD8210AT	125'-0"	7,000	3824	4165	C3MR0120		B32R0120	34 1/8"	34 1/8"
1	LD8220AT	130'-0"	8,200	3825	4166	C3MR0120		B32R0120	34 17/32"	34 17/32"

INHER = 2.010 R/L/FI
TOP DIA. = 10 5/8"

(SEE SHEET C-1 FOR GENERAL NOTES AND DIMENSIONS)

H ADD 132'-0" LD-7
 G ADD 135'-0" LD-8
 F ADD 130'-0" LD-7
 E REVISIONS
 D REV. SEALER P.L.
 C ADD 125'-0" LD-8 POLES
 B ADD 125'-0" & 130'-0" LD-5 POLES
 A ADD 125'-0" & 130'-0" LD-5 POLES
 1 REVISION FOR FINAL ISSUE
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LD-9 DATA TABLE P = 1/4" TAPER = 2220 N/FT TOP DIA. = 10.5/8"

QTY.	BLADE (PART #)	POLE LENGTH	POLE WGT. (LBS.)	ASSEMBLY	SUB-ASSEMBLY	POLE CAP MARK #	SEALER MARK #	BEARING PLATE MARK #	BOTTOM
1	LD0030A1	30'-0"	1,200	3807	4228	C3MR0120	---	B32R0190	17 5/16"
1	LD0030A2	30'-0"	1,400	3808	4229	C3MR0120	---	B32R0200	18 7/16"
1	LD0040A1	40'-0"	1,600	3753	4169	C3MR0120	---	B32R0210	19 9/16"
1	LD0040A2	40'-0"	1,800	3754	4170	C3MR0120	---	B32R0220	20 21/32"
1	LD0050A1	50'-0"	2,100	3755	4171	C3MR0120	---	B32R0230	21 25/32"
1	LD0050A2	50'-0"	2,400	3756	4172	C3MR0120	---	B32R0240	22 29/32"
1	LD0060A1	60'-0"	2,700	3757	4173	C3MR0120	---	B32R0250	24
1	LD0060A2	60'-0"	3,300	3758	4174	C3MR0120	---	B32R0260	24 1/2"
1	LD0070A1	70'-0"	3,600	3759	4175	C3MR0120	---	B32R0270	25 5/8"
1	LD0070A2	70'-0"	4,200	3760	4176	C3MR0120	---	B32R0280	26 3/4"
1	LD0080A1	80'-0"	4,300	3761	4177	C3MR0120	---	B32R0290	27 27/32"
1	LD0080A2	80'-0"	4,700	3762	4178	C3MR0120	---	B32R0300	28 3/4"
1	LD0090A1	90'-0"	5,100	3763	4179	C3MR0120	---	B32R0310	29 31/32"
1	LD0090A2	90'-0"	5,700	3764	4180	C3MR0120	---	B32R0320	30 3/32"
1	LD0095A1	95'-0"	5,600	3765	4181	C3MR0120	---	B42R0330	31 7/32"
1	LD0095A2	100'-0"	6,000	3766	4182	C3MR0120	---	B42R0340	32 5/16"
1	LD0100A1	100'-0"	6,400	3767	4183	C3MR0120	---	B42R0350	33 7/16"
1	LD0100A2	110'-0"	6,900	3768	4184	C3MR0120	---	B42R0360	34 9/16"
1	LD0115A1	115'-0"	7,300	3769	4185	C3MR0120	---	B42R0370	35 21/32"
1	LD0120A1	120'-0"	7,800	3770	4186	C3MR0120	---	B42R0380	36 25/32"

LD-10 DATA TABLE P = 1/4" TAPER = 2375 N/FT TOP DIA. = 11 1/8"

QTY.	BLADE (PART #)	POLE LENGTH	POLE WGT. (LBS.)	ASSEMBLY	SUB-ASSEMBLY	POLE CAP MARK #	SEALER MARK #	BEARING PLATE MARK #	BOTTOM
1	LD0030A1	30'-0"	1,200	3809	4230	C3MR0130	---	B32R0200	18 1/4"
1	LD0030A2	30'-0"	1,400	3810	4231	C3MR0130	---	B32R0210	19 7/16"
1	LD0040A1	40'-0"	1,700	3772	4190	C3MR0130	---	B32R0220	20 5/8"
1	LD0040A2	40'-0"	2,000	3773	4191	C3MR0130	---	B32R0230	21 13/16"
1	LD0050A1	50'-0"	2,300	3774	4192	C3MR0130	---	B32R0240	22
1	LD0050A2	50'-0"	2,600	3775	4193	C3MR0130	---	B32R0250	23
1	LD0060A1	60'-0"	2,900	3776	4194	C3MR0130	---	B32R0260	24 3/16"
1	LD0060A2	60'-0"	3,200	3777	4195	C3MR0130	---	B32R0270	25 3/8"
1	LD0070A1	70'-0"	3,500	3778	4196	C3MR0130	---	B32R0280	26 1/2"
1	LD0070A2	70'-0"	3,800	3779	4197	C3MR0130	---	B32R0290	27 5/32"
1	LD0080A1	80'-0"	4,100	3780	4198	C3MR0130	---	B32R0300	28 31/32"
1	LD0080A2	80'-0"	4,400	3781	4199	C3MR0130	---	B32R0310	29 17/32"
1	LD0090A1	90'-0"	4,700	3782	4200	C3MR0130	---	B32R0320	30 1/2"
1	LD0090A2	90'-0"	5,000	3783	4201	C3MR0130	---	B42R0330	31 5/32"
1	LD0095A1	95'-0"	5,300	3784	4202	C3MR0130	---	B42R0340	32 1/2"
1	LD0095A2	100'-0"	5,600	3785	4203	C3MR0130	---	B42R0350	33 5/8"
1	LD0100A1	100'-0"	5,900	3786	4204	C3MR0130	---	B42R0360	34 9/32"
1	LD0100A2	105'-0"	6,200	3787	4205	C3MR0130	---	B42R0370	35 15/32"
1	LD0110A1	110'-0"	6,500	3788	4206	C3MR0130	---	B42R0380	36 21/32"
1	LD0115A1	115'-0"	6,800	3789	4207	C3MR0130	---	B42R0390	37 27/32"
1	LD0120A1	120'-0"	7,100	3790	4208	C3MR0130	---	B42R0400	38 1/2"

(SEE SHEET C04 FOR GENERAL NOTES AND CLARIFICATIONS)

REV.	DESCRIPTION	DATE	BY	CHECKED	DATE
1	REVISED FOR FINAL ISSUE	07/09-08-08	JR	JR	09-06-06

CUSTOMER: LANCASTER SPEC
 JOB NO.:
 DRAWN/DRAWN DATE: 06/19-06-06
 CHECKED/CHECKED DATE: 06/19-06-06

ENGINEER: _____

STEEL STRUCTURES GROUP
 STANDARD LD POLES
 LANCASTER SPEC

STRUCTURE ERECTION

CP16

SHOP NOTE: USE P0110 FOR MATERIAL RECAP.

RESOLUTION NO. R-112-12

A RESOLUTION ACQUIRING THE SERVICES OF EFACEC/ACS AND PRECISION CONTRACTING SERVICES (PCS) TO PROVIDE FIBER OPTIC SYSTEM DESIGN ENGINEERING SERVICES FOR THE CITY

WHEREAS, it is deemed advisable for the City to retain the services of Efacec/ACS/PCS as a professional firm to provide Fiber Optic System Design Engineering services for the Power System; and

WHEREAS, Efacec/ACS/PCS will provide professional services for which the solicitation of bids would, in the City Manager's judgment, be of no material benefit.

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: Efacec/ACS/PCS, Inc. is hereby retained by the City of Piqua as a fiber optic system design engineering firm.

SEC. 2: The Finance Director is authorized to draw her warrant on the appropriate account of the city treasury according to contract terms, not to exceed \$86,000.

SEC. 3: It is found and determined that all formal actions of this Commission concerning and relating to the adoption of this resolution were adopted in an open meeting of this Commission, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements;

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	August 7, 2012		
REPORT TITLE <small>(Should match resolution/ordinance title)</small>	A RESOLUTION ACQUIRING THE SERVICES OF EFACEC/ACS & PRECISION CONTRACTING SERVICES (PCS) TO PROVIDE FIBER OPTIC NETWORK AND SYSTEM DESIGN ENGINEERING SERVICES FOR THE CITY.		
SUBMITTED BY	Name & Title: Ed Krieger, Power System Director		
	Department: Power System		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution
ORDINANCE/RESOLUTION	<input type="checkbox"/> 1 st Reading	<input type="checkbox"/> 2 nd Reading	<input type="checkbox"/> 3 rd Reading
	Ordinance #:		Resolution #: R-112-12
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input checked="" type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> Department Director		<input checked="" type="checkbox"/> Other: Energy Board
BACKGROUND <small>(Includes description, background, and justification)</small>	<p>The Power System's current fiber network was constructed in the early 1980's utilizing Multi-Mode Fiber connecting the substations and the Efacec/ACS master SCADA station. Over the course of time, with several instances of breaks and fiber splicing, the bandwidth and the reliability of the existing fiber has been reduced to the bare minimum.</p> <p>In order to provide continued reliability and utilize advanced technologies now and in the future, Efacec/ACS / PCS will provide network and system design engineering services for installation of a single-mode fiber optic network loop connecting critical infrastructure within the Power System control, with a transverse single-mode fiber optic segment to connect City Hall, Police and Fire services, and IT Dept. as part of a Phase I design plan. Additionally, Efacec/ACS / PCS will provide a Phase II implementation design plan to include routing to all remaining City of Piqua locations and other key locations. A Phase III budgetary design will also be provided to include fiber optic connectivity to City of Piqua Key Accounts as part of the current Economic Development plan.</p>		
BUDGETING AND FINANCIAL IMPACT <small>(Includes project costs and funding sources)</small>	Budgeted \$:	Budget re-appropriation	
	Expenditure \$:	\$86,000	
	Source of Funds:	Power System \$60,200 (70%), Water & Wastewater \$12,900 (15%), General Fund \$8,600 (10%), Municipal Airport \$4,300 (5%)	
	Narrative:	This expenditure is a result of bringing the Power System	

		and other City services communications infrastructure up to standards for the future and to enhance the City's Economic Development. The funding formula is a direct result of the anticipated allocation of the fiber count.
OPTIONS (Include Deny /Approval Option)	1.	Approve Resolution No. R-112-12 acquiring the services of Efacec/ACS & Precision Contracting Services, Inc. to provide Fiber Optic Network and System Design Engineering Services for the City.
	2.	Do not approve the Resolution and provide staff with further direction
PROJECT TIMELINE	Upon approval, Efacec/ACS / PCS will begin the system design engineering phase in late August with a completion date of mid-September.	
STAFF RECOMMENDATION	Approve Resolution No. R-112-12 acquiring the services of Efacec/ACS & Precision Contracting Services, Inc. to provide Fiber Optic Network and System Design Engineering services to the City.	
ATTACHMENTS	1. Fiber Optic Network and System Design Engineering Proposal for Electrical SCADA and IT Operations from Efacec/ACS & Precision Contracting Services, Inc.	



Proposal for
City of Piqua, Ohio
Piqua Power System

To Provide

Fiber Optic Network and
System Design engineering
Proposal for Electrical
SCADA and IT Operations


PRECISION CONTRACTING SERVICES INC.
Precision Fiber Optic Systems

 **efacec**
Advanced Control Systems

Version 1.0
Jan-09

Prepared for:

Ed Krieger, Power System Director
City of Piqua Power System

Prepared by:

Efacec/ACS Installation Services
July 09, 2012

Introduction

The Efacec/Advanced Control System / Precision Contracting Services team (Efacec/ACS / PCS team) would like to thank the City of Piqua Power System and IT Department for the opportunity to submit this Fiber Optic Network and System Design engineering Proposal for Electrical SCADA and IT Operations.

Our proposal represents an added value to the City of Piqua Power System by utilizing existing knowledge and resources that have been developed through 20 + years of working together through SCADA operations on both the Master and RTU sides of the house. Additionally, PCS has a proven track record for successful and economic integration with the existing Efacec/ACS system currently installed at the City of Piqua Power System. This knowledge and synergy, will allow the design team to immediately dive into the Piqua Power System planning & design work without spending the time and expense of pre-planning and pre-designing data collection and preparation. This same efficiency will then be applied to design a complete and comprehensive fiber optic design for the City's IT department on top of the Electrical design, linking all of the City services together into one high speed network. As part of the final phase of this study, Efacec/ACS / PCS will address the Economic Development opportunities to connect service providers in your area to key accounts, or existing larger utility customers, as a means to strengthen, encourage, and develop future commercial and industrial growth in the Piqua community.

Choosing the Efacec/ACS / PCS team to perform planning and design services allows the City of Piqua Power System to take advantage of future value propositions such as City Department shared fiber systems via "segregation / integration" (i.e., Piqua Power System with ITS, and with City of Piqua Traffic via internal buffer tubes). Additional cost savings can also be obtained through converged services (design, installation, integration & maintenance).

Our team has been serving both public and private entities for over 2 decades. Efacec/ACS / PCS are currently providing fiber design, installation and maintenance services for other Cities identical to the City of Piqua Power System. We look forward to the opportunity to work with the City of Piqua Power System and IT departments to provide the same high quality cost effective services.

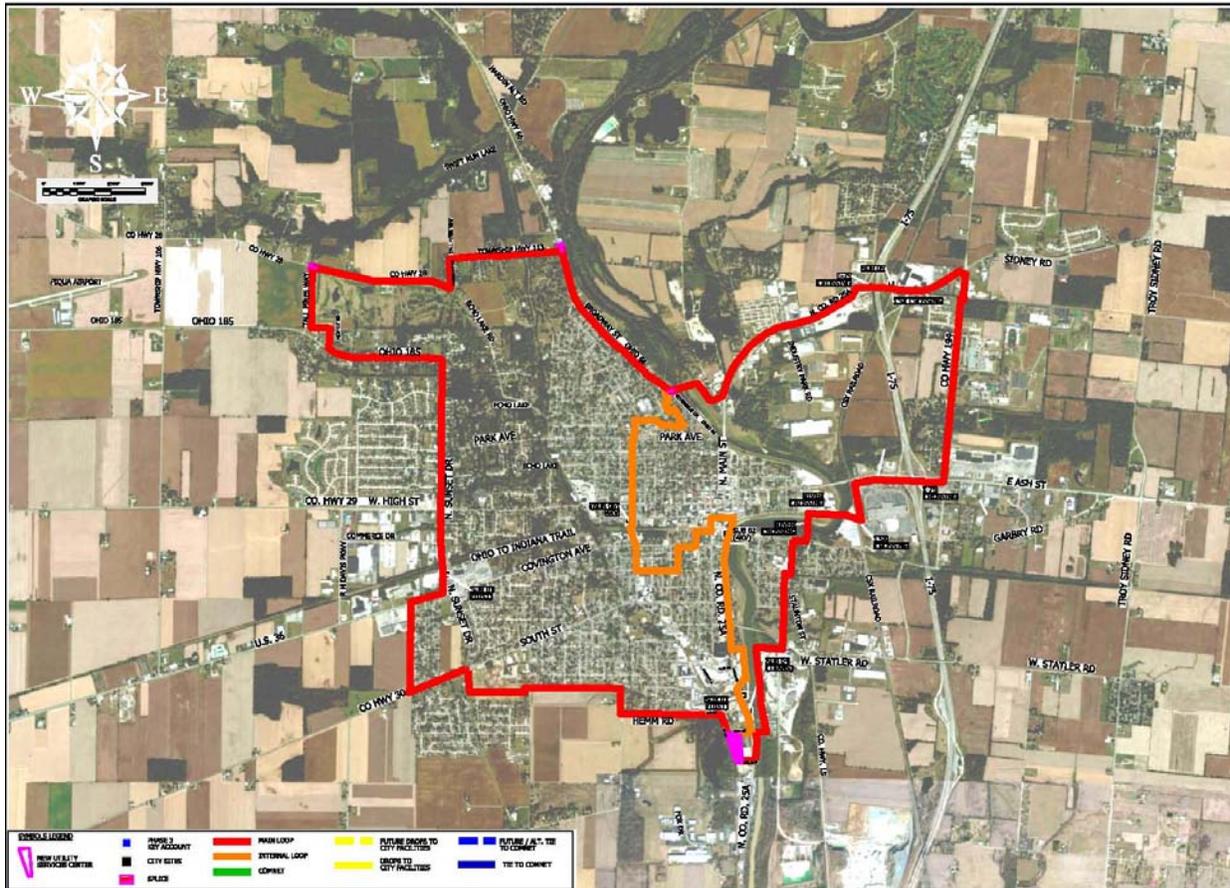
Scope of Work

With the data collected at our most recent meeting, the contract Team of Precision Contracting Services, Inc. (PCS) as sub-consultant to EFACEC / Advanced Control Systems (Efacec/ACS) is proposing to develop a contractual commitment with the City of Piqua Power System to provide an active contractual agreement for the installation of a single-mode fiber optic network loop connecting critical infrastructure within the City of Piqua Power System control, with a transverse single-mode fiber optic segment to connect additional City of Piqua Power System infrastructure, City Hall, Police and Fire services, and the IT department, as a phase I design plan. Additionally, Efacec/ACS / PCS will provide a phase II implementation design plan to include routing to City of Piqua Public Safety locations and other locations indicated by the City of Piqua, as important or Key locations of interest, within the City of Piqua electrical service territory. A phase III budgetary design plan will also be provided under this scope of work, to include fiber optic connectivity to City of Piqua, Key Accounts as described by the City Manager, as a part of the current Economic Development plan. The services proposed are an initial consultative review of: 1.) optical routes, 2.) devices, 3.) planned network topologies and 4.) Associated budget requirements. This review will provide support for a complete 5 year integration design, build, installation and maintenance project plan.

Other areas and services that will be addressed as part of this design plan will be to investigate the benefits of entering into contractual agreements with ComNET as a service provider to the City of Piqua, for internal services as well as sublet services to Key Accounts throughout the City of Piqua electrical service territory; additional opportunities and efficiencies, that could be gained by integrating a centralized Traffic Control Center which will provide capabilities to remotely monitor and manage several Advanced Traffic Management System applications across a distributed citywide communication network will also be identified.

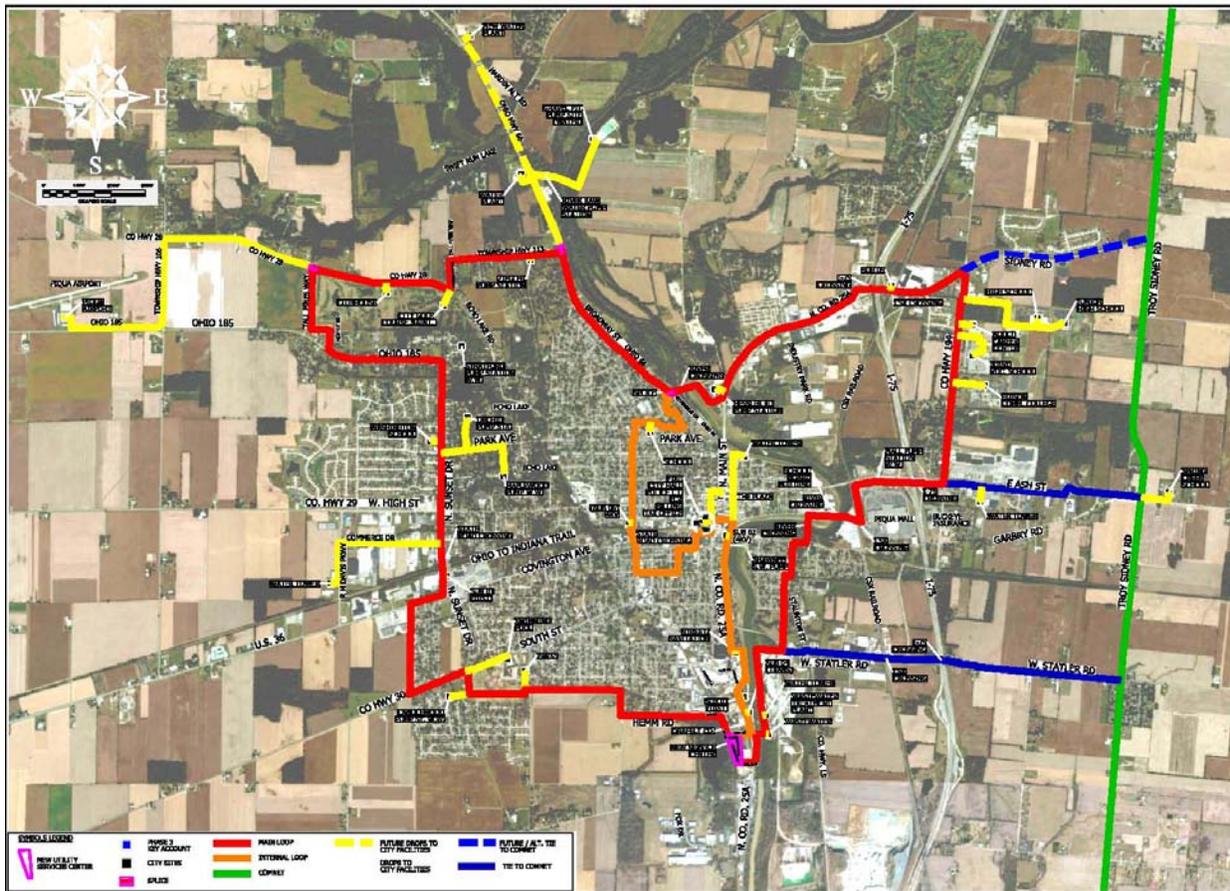
Our team's proposed services are consistent with industry standards and best practices supporting both physical and logical network design. The review would be inclusive of connection to and/or expansion of the existing physical fiber optic infrastructure routing and design as might be most economical to the City of Piqua. The initial routing and design plan can be found in the maps to follow as Phase I (figure 1), Phase II (figure 2), and Phase III (figure 3). The design would consist of the network configuration and topology review; along with the City of Piqua Power System, IT, and ATMS device analysis for logical network configuration, routing, and capacity which need to be considered when developing a City-wide communication infrastructure to support a distributed network (figure 4).

Figure 1: City of Piqua Power System Fiber Route



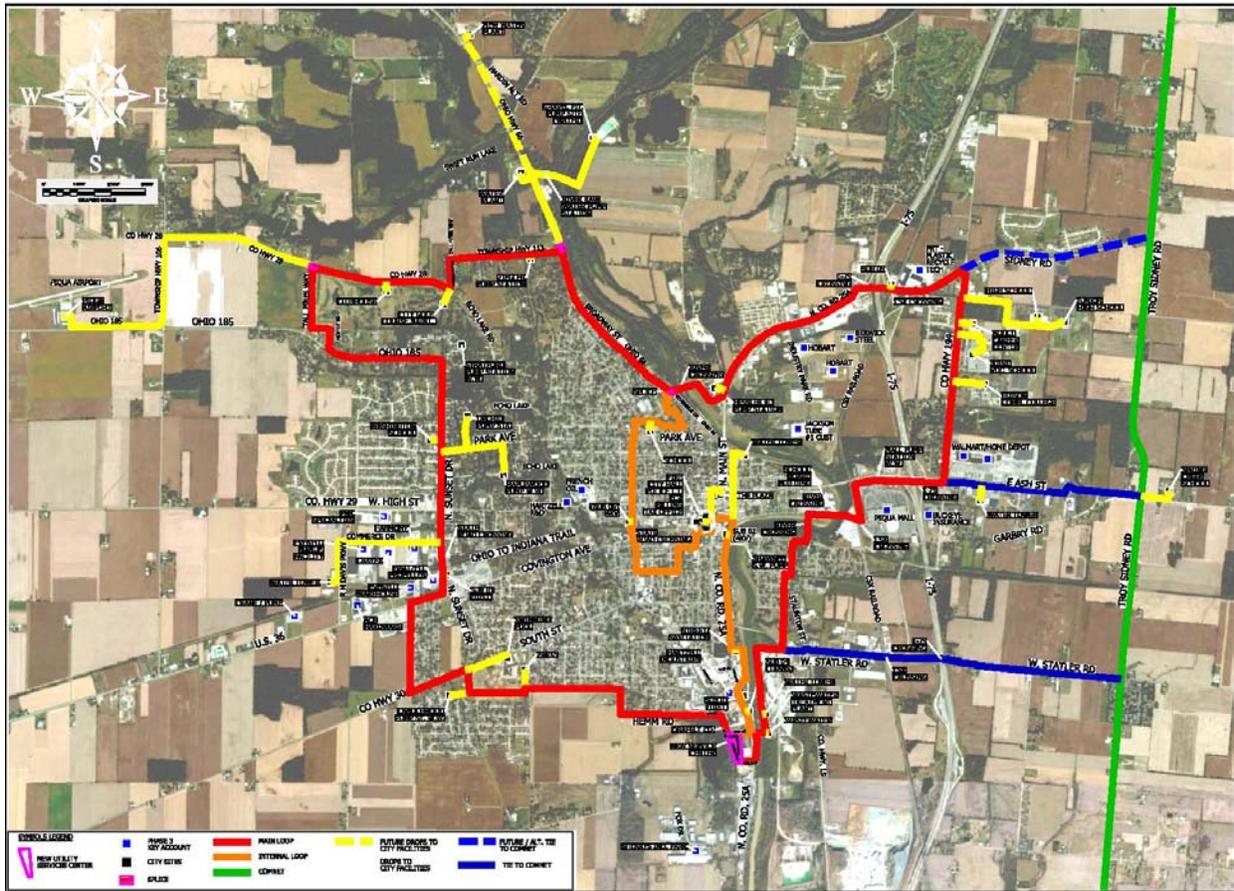
Proposed Phase I design to include a single-mode fiber optic network connecting City of Piqua Power System infrastructure, with a transverse segment for layer 3 routing, physical diversity, and to pick up additional City of Piqua Power System and IT infrastructure, City Hall, Police and Fire Services, and IT services.

Figure 2: Piqua Public Safety / Public Service Fiber Route



Proposed Phase II additions of Public service / Public Safety sites throughout the City of Piqua Power System Service Territory, and proposed connectivity options with ComNET to bring additional negotiated services into the City of Piqua Power System single-mode fiber optic network, for both internal use and future provisioning to Key Accounts within the City of Piqua Power System service area.

Figure 3: Integrated City of Piqua Power System Fiber Optic Network with Economic Development Opportunities



Proposed complete City of Piqua Power System single-mode fiber optic network, with initial Key Accounts identified.

Our contract Team has the experience and capability to review proposed City of Piqua Power System, Network IT, and Traffic components supporting such discussed sub-systems as remote Supervisory Control and Data Acquisition (SCADA) systems, Network voice/data systems, and traffic management control systems, travel time, video detection, CCTV video transport, arterial signage, weather systems, highway advisory response / emergency call systems, web based information among many other ATMS systems as well as complete network integration of all said sub-systems across integrated IP based networks supported primarily by the combined fiber optic infrastructure of the 2 City Departments with consideration of additional pathway needs whether they be hardwire or wireless.

The current proposed consultative review would be to:

1. Conduct client meetings, both initial and milestone, for development of overall criteria, goals, preferences and requirements for the basis of all physical and logical network reviews
2. Analyze existing infrastructure for interconnection, expansion, permitting, and related activities
3. Develop scope for complete Design / Build criteria for infrastructure, component, network element and maintenance requirements to give rise to a complete Design / Build package for SCADA / Voice/Data networks / IT / leased services / ATMS
4. Establish a list of client desired sub-systems for complete 5 year SCADA / Voice/Data networks / IT / leased services / ATMS network 5 year planned integration
5. Coordinate with City designees for planned funding sources to insure 5 year Design / Build, Maintenance plan considers City internal and external funding capacity from various sources
6. Assist the City in identifying external funding sources and assistance in negotiating with ComNET for additional services and opportunities

7. Provide deliverable maps of:

- a. Client Network Map
 - i. showing current City of Piqua Power System, Public Service / Public Safety, IT, ATMS, Key Account physical infrastructure
 - ii. incorporating both existing networks into a single network
 - iii. inclusive of proposed additions / modifications supporting 5year planning for City of Piqua Power System, Public Service / Public Safety, IT, ATMS, Key Account

- b. Network Topology Diagram
 - i. showing current City of Piqua Power System, Public Service / Public Safety, IT, ATMS, Key Account logical network
 - ii. proposed SCADA additions / modifications
 - iii. proposed IT additions / modifications
 - iv. proposed Traffic additions/modifications to support 5 year ATMS plan
 - v. proposed ComNET integration additions / modifications
 - vi. proposed Key Accounts additions / modifications

8. Provide deliverable reports of:

- a. Client Goals, Objectives & Requirements of 5 year City of Piqua Power System SCDA device deployments
- b. Client Goals, Objectives & Requirements of 5 year City IT voice / data network device deployments
- c. Client Goals, Objectives & Requirements of 5 year Public Service / Public Safety device deployments
- d. Client Goals, Objectives & Requirements of the Citywide Communication Infrastructure plan for support
- e. Client Goals, Objectives & Requirements of 5 year Key Accounts development, promotion, and deployments

Our proposed contract will encompass a complete turnkey project including network design, installation, integration, maintenance and all documentation activities which are consistent with the above scope. PCS has over 2,500 completed projects and our firms have over 21+ years performing similar services supporting clients with information technology, system control and data acquisition and intelligent transportation systems in the southeastern United States.

Negotiated Pricing

When the City of Piqua Power System elects to proceed with the proposed services contained in this document, the next step will be to issue a signed **Purchase Order** to begin the engineering study as defined in the list of services and deliverables described above with associated value.

The value for the above proposed activities is **\$86,000.00**.

This value anticipates approximates 625 combined onsite and office design hours.

This negotiated pricing includes design and engineering for the City of Piqua Power System, Water / Waste Water, Airport, and General Funds in the following percentages:

City of Piqua Power System	70%
Water / Waste Water	15%
General Fund	10%
Airport	5%

When entrusted with this opportunity, we will offer that the City of Piqua Power System will receive services and support from Efacec/ACS / PCS that will exceed the City's expectations.

Purchase Order

To: Buddy Reneau
Director of Operations and Installations
Efacec/ACS

From: City of Piqua Power System

Subject: Purchase Order for single-mode fiber optic network engineering study for the City of Piqua Power System SCADA Network

The City of Piqua Power System intends to enter into a contract with Efacec/ACS / PCS to perform a planning and engineering design study to result in a single-mode fiber optic network design to include the services and infrastructure listed above. The implementation of the engineering design to commence in the 3rd quarter of 2012 with the study and resulting plan being completed before the 1st quarter of calendar year 2013 commensurate of funding appropriations and budgetary approval by the City of Piqua Power System and / or other City of Piqua Departments associated revenues.

Sincerely,

City of Piqua Power System Designee

Date: _____



RESOLUTION NO. R-113-12

**A RESOLUTION AWARDED A CONTRACT TO
INNOVATIVE OFFICE SOLUTIONS, INC. FOR
PURCHASE AND INSTALLATION OF FURNITURE
AND STORAGE SYSTEMS FOR THE POWER
SYSTEM SERVICE CENTER**

WHEREAS, on January 3, 2012, this Commission passed Resolution No. R-2-12 authorizing the City Purchasing Analyst to advertise for bids, according to law, for the Power System Service Center Construction Bid Packages; and

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

WHEREAS, after solicitation by The Ohio Department of Administrative Services, bids were received through the State Cooperative Purchasing Program, resulting in the lowest, responsible bid from Innovative Office Solutions, Inc.

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

SEC. 1: A contract is hereby approved with Innovative Office Solutions, Inc. for the purchase and installation of furniture and storage systems for the Power System Service Center as the lowest, responsible bidder and the City Manager is hereby authorized to execute a contract with said bidder pursuant to contract specifications.

SEC. 2: The Finance Director is hereby authorized to draw her warrants on the appropriate account of the City treasury in payment according to contract terms, not exceeding a total of \$220,925.

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



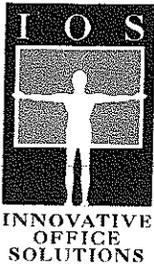
Commission Agenda Staff Report

MEETING DATE	August 7, 2012			
REPORT TITLE (Should match resolution/ordinance title)	A Resolution awarding a contract to Innovative Office Solutions, Inc. for purchase and installation of furniture and storage systems for the Power System Service Center			
SUBMITTED BY	Name & Title: Ed Krieger, Power System Director			
	Department: Power System			
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Regular
ORDINANCE/RESOLUTION	<input type="checkbox"/> 1 st Reading	<input type="checkbox"/> 2 nd Reading	<input type="checkbox"/> 3 rd Reading	
	Ordinance #:		Resolution #R-113-12	
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance	
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director	
	<input checked="" type="checkbox"/> Department Director		<input checked="" type="checkbox"/> Other: Energy Board	
BACKGROUND (Includes description, background, and justification)	<p>Piqua City Commission approved the purchase of two properties for the Power System Service Center on 2/2/10. A contract for design and construction management services with Wenco, Inc. was approved by Piqua City Commission on 12/21/10. On 7/5/11, Piqua City Commission approved a contract with Star-Ex, Inc. for completion of early site work activities associated with construction of the Power System Service Center. In August of 2011, City employees completed the relocation and extension of water, wastewater and storm water utilities to the Service Center site. Star Ex and Wall Brothers completed improvements to Hemm Avenue in October of 2011. Piqua City Commission approved 15 separate contracts for the construction of the Power System Service Center at the March 6, 2012 Piqua City Commission meeting. The lone remaining contract to complete building construction is for building furniture and storage systems.</p> <p>A Request for Qualifications (RFQ) was issued to provide interior design services and advice, space planning services, and to create accurately dimensioned blueprints for office space design including furniture layout, and furniture selection. Innovative Office Solutions (IOS) was selected to provide these services as they relate to the new Power System Service Center. A lengthy and detailed process resulted in the identification of the majority of the required items that could be purchased utilizing State of Ohio STS contracts. The remaining items were put out to public bid, the results of which are attached as IFB #1219, Office Furnishings and Storage Systems. In IOS's RFQ response, IOS offered to provide the above mentioned services at no cost (a</p>			

	<p>\$2,365 cost reduction) if IOS was successful in their bid to supply the furniture and storage systems for the new Power System Service Center. The difference in the two low bids of IOS and Elements IV Interiors is \$189.57, which will be more than made up by working with one supplier on this component of the building project.</p>	
<p>BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)</p>	Budgeted \$:	\$4,500,000 (Total Building Budget)
	Expenditure \$:	\$4,386,852 (Total Building Expenditures)
	Source of Funds:	401-000-190-3390
	Narrative:	Included in the 2012 Power System budget is \$4,500,000 for Service Center Building Construction. Current plans call for utilizing available cash reserves to fund a minimum of \$2,500,000 of this cost. A maximum of \$2,000,000 would be financed. The Power System has been debt free since October of 2011. With the addition of the contract for furniture and storage systems, the building project is \$113,148 below budget.
<p>OPTIONS (Include Deny /Approval Option)</p>	1.	Approve Resolution No. R-113-12 awarding a contract to Innovative Office Solutions, Inc. for furniture and storage systems for the Power System Service Center at a total cost not to exceed \$220,925 (which includes 10% contingency).
	2.	Do not approve the Resolution and provide staff with further direction.
<p>PROJECT TIMELINE</p>	<p>Construction of the Power System Service Center is scheduled for completion by November 14, 2012.</p>	
<p>STAFF RECOMMENDATION</p>	<p>Approve Resolution No. R-113-12 awarding a contract to Innovative Office Solutions, Inc. for furniture and storage systems in the new Power System Service Center.</p>	
<p>ATTACHMENTS</p>	<p>IOS Project Summary IFB #1219 Office Furnishings & Storage Systems</p>	

IFB #1219 Office Furnishings & Storage Systems

Bidder	Bidder Address	Bid Grand Total
Francis Office Supply	124 N. Main St Piqua, OH 45356	\$ 71,109.90
Worksmart Office Furnishings	5778 Jassamine Drive Dayton, OH 45449	\$ 62,883.00
Salem Office Products	4604 Salem Ave Dayton, OH 45416	\$ 60,667.32
Innovative Office Solutions, Inc.	8016 Industrial Drive Maria Stein, OH 45860	\$ 50,165.12
Elements IV Interiors	3680 Wyse Road Dayton, OH 45414	\$ 47,610.55



INNOVATIVE OFFICE SOLUTIONS, INC. • 8016 Industrial Dr. • Maria Stein, OH 45860
P: (419) 925-5433 • F: (419) 925-0311 • W: www.ios-inc.com • E: info@ios-inc.com

Project Summary

IOS was hired to provide interior design services and advice, space planning services, and to create accurately dimensioned blueprints for office space design including furniture layout, and furniture selection (with specifications for proper installation and/or placement of the furnishings specified), and any other related services.

- Starting in early January, Eric Eyink from IOS met with the staff of Piqua Power to begin the space planning and furniture/storage selection process.
 - Meetings were conducted with various individuals from each unique department to identify their current and future needs.
 - IOS calculated the linear filing and binder inches needed to accommodate the individual needs of each office area.
- IOS came up with an initial space plan for each unique area.
 - These initial plans were presented to the various departments and selected changes were noted.
- Ed Krieger, the Power System Director, toured the showroom at IOS to get a better understanding of the furniture being specified.
- IOS arranged a tour of the AM Leonard facility, for the rest of the Piqua Power staff to also understand the furniture that was being specified.
 - At the same time, IOS brought their mobile showroom filled with various tables and chairs for the staff to evaluate and try.
 - Selections were made from these samples and the revised drawings were finalized
- Ed Krieger arranged a meeting with the City of Piqua, Purchasing Analyst, Beverly M. Yount to discuss the bidding process.
 - It was determined at this meeting that the City of Piqua would take advantage of the State of Ohio STS contracts for all of the furniture that was included in these contracts, and the remainder of the items would be put out for public bid.
 - The State of Ohio STS contracts are pre-negotiated pricing agreements between the State of Ohio and its Co-op members to take advantage of the "best pricing available". These prices are all inclusive with the freight and installation being included. The contracts run for multiple years allowing the participating members to take advantage of "old pricing" in some cases.
- The furniture/storage that was not available for purchase on the State of Ohio STS contracts were publicly bid. The results of those bids are included in the pricing portion of this presentation.

REDEFINE YOUR WORKSPACE

RESOLUTION NO. R-114-12

**A RESOLUTION AWARDED A CONTRACT TO
BUCKEYE POWER SALES FOR THE
PURCHASE OF AN EMERGENCY GENERATOR
FOR THE POWER SYSTEM SERVICE CENTER**

WHEREAS, the construction and operation of the Power System Service Center requires a highly reliable power source, such can be provided by the purchase and installation of an emergency generator; and

WHEREAS, it has been determined, Buckeye Power Sales is the sole source distributor of the selected emergency generator and associated equipment.

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

SEC. 1: A contract with Buckeye Power Sales for the purchase of an emergency generator and associated equipment is hereby approved as the sole source distributor for said device and the City Manager is hereby authorized to execute a contract with said distributor pursuant to contract specifications;

SEC. 2: The Finance Director is hereby authorized to draw her warrants from time to time on the appropriate account of the city treasury in payment according to contract terms, not exceeding a total of \$200,000.

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	August 7, 2012		
REPORT TITLE <small>(Should match resolution/ordinance title)</small>	A Resolution awarding a contract to Buckeye Power Sales for the purchase of an emergency generator for the Power System Service Center		
SUBMITTED BY	Name & Title: Ed Krieger, Power System Director		
	Department: Power System		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
ORDINANCE/RESOLUTION	<input type="checkbox"/> 1 st Reading	<input type="checkbox"/> 2 nd Reading	<input type="checkbox"/> 3 rd Reading
	Ordinance #:		Resolutions #R-48-12 thru #R-61-12
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> Department Director		<input checked="" type="checkbox"/> Other: Energy Board
BACKGROUND <small>(Includes description, background, and justification)</small>	<p>The recent June 29, 2012 wind storm highlighted the need to install a full-size emergency generator at the site of the new Power System Service Center. For the first time in history, Piqua lost all four 69,000 Volt interconnects with Dayton Power and Light Company for an extended period, resulting in a three hour outage to all City of Piqua customers.</p> <p>The City is also moving forward with plans to locate the primary Emergency Operations Center (EOC) at the new Power System Service Center. As a result, uninterrupted power is a necessity for efficient EOC and Power System operations and will significantly enhance restoration efforts.</p>		
BUDGETING AND FINANCIAL IMPACT <small>(Includes project costs and funding sources)</small>	Budgeted \$:	Budget Reappropriation	
	Expenditure \$:	\$200,000	
	Source of Funds:	401-000-190-3390	
	Narrative:	Included in the 2012 Power System budget is \$4,500,000 for Service Center Building Construction. Current plans call for utilizing available cash reserves to fund a minimum of \$2,500,000 of this cost. A maximum of \$2,000,000 would be financed. The Power System has been debt free since October of 2011. The next planned budget reappropriation will include \$200,000 for the addition of an emergency generator to the Power System Service Center.	

<p style="text-align: center;">OPTIONS (Include Deny /Approval Option)</p>	1.	Approve Resolution No. R-114-12 awarding a contract to Buckeye Power Sales for the purchase of a 300 kW emergency natural gas generator and associated equipment for the Power System Service Center at a total cost not to exceed \$200,000 (includes approximately 12% contingency).
	2.	Do not approve the Resolution and provide staff with further direction.
<p style="text-align: center;">PROJECT TIMELINE</p>	Construction of the Power System Service Center is scheduled for completion by November 14, 2012. Current equipment lead times would have the new emergency generator installed by the end of November.	
<p style="text-align: center;">STAFF RECOMMENDATION</p>	Approve Resolution No. R-114-12 awarding a contract to Buckeye Power Sales for the purchase of an emergency generator for the Power System Service Center.	
<p style="text-align: center;">ATTACHMENTS</p>	Buckeye Power Sales Emergency Generator Quote	



Columbus, Ohio
6850 Commerce Court Drive
P.O. Box 265
Blacklick, Ohio 43004-0265
Telephone (800) 523-3587
Fax (614) 861-2291

Cincinnati, Ohio
7782 Service Center Drive
West Chester, Ohio 45069
Telephone (800) 368-7422
Fax (513) 755-4515

Cleveland, Ohio
8465 Tower Drive
P.O. Box 394
Twinsburg, Ohio 44087-0394
Telephone (800) 966-2825
Fax (330) 487-0229

Indianapolis, Indiana
1229 Indy Place
Indianapolis, Indiana 46214
Telephone (800) 632-0339
Fax (317) 271-0242

TO: City of Piqua, Power System Director

DATE: July 23, 2012

ATTN: Ed Krieger

PROJECT: EMERGENCY GENERATOR for the SERVICE BUILDING

QUOTE #: QTE4591 – BPS Quote

WE ARE PLEASED TO LIST THE FOLLOWING MATERIAL:

Table with 2 columns: QUANTITY and DESCRIPTION. Row 1: 1) Kohler Model 300REZXB (natural gas) engine driven generator set; 300 kW, 375 kVA, 451 output amps @ 480/277 volts, 3 phase, 4 wire, 60 hertz, @ 0.8 P.F., with the following standard and optional equipment: UL2200 listed, EPA-certified for Stationary Emergency Applications, 4M4019 PMG alternator rated 130°C, Decision Maker 550 controller, Communication module, Converter, Modbus to Ethernet, Controller connection kit, Integrated automatic voltage regulator, Overvoltage shutdown protection, Electronic Isochronous governor, Alarm horn, Pre-alarms senders, Run relay, Summary Failure relay alarm, Dry contact kit, Standard Duty Air Cleaner, Unit mounted radiator, Block Heater, Bus connection kit, Battery, Battery Charger, Walk In Weather Protective Enclosure.

Construction material shall be Galvaneal 14 gauge steel construction with 8 Inch Channel Subframe with 4 inch support tubes.
 Interior Mounted Silencer, Flex and Tailpipe Included.
 Vibration Spring Isolators are included & installed
 Primary gas regulator reducing supplied 2 PSI to 7"WC to 11"WC (see notes #6 & #7)
 Flexible fuel line & Gaseous fuel filter installed at the generator set
 Additional Gas Solenoid Valve
 Four Hour resistive load bank test on site
 Power Factor Test, 0.8, 3Ph Only
 One set of Operation & Installation literature
 One Year Standard Warranty (effective on date of startup)

- 1) **Lake Shore Model**; MCDA40800CPSF/SE/SH/CBTE Molded Case, Dual Motor Operator, Automatic, **4 Pole, 800A, 277/480 volt, 3Ø, 4 wire**, 60 hertz, UL listed, 24VDC microprocessor controlled, **50KAIC, NEMA 3R**, Free Standing, **Automatic Transfer Switch** with the following features:

Timers: Time Delay Engine Start, Time Delay to Emergency, Time Delay Neutral, Time Delay Return to Normal, Time Delay Engine Cool Down, Minimum Run Timer, Plant Exerciser with switchable load

Pilot Lights: Normal Available, Normal Closed, Normal Tripped, Emergency Available, Emergency Closed, Emergency Tripped, Not in Automatic, Ground Fault

Sensing: Three Phase Close Differential Under-voltage sensing on Normal, Single Phase Frequency and Voltage sensing on Emergency

Interface: HMI Keypad for field setting of timers, date, time, and mode of operation. Customer dry contacts for engine start, switch position and trouble condition. Maintenance Disconnect switch, Load Test switch and Keypad Enable switch are also included.

Other: Suitable for use as Service Entrance Equipment, Space Heater, and Circuit Breaker Trip Emergency.

NET LOT TOTAL \$178,744.00

Notes:

1. This quote is limited to the Bill of Material provided only regardless of specifications. No other equipment or services are included or implied.
2. Specifications have not been received regarding this project.
3. Unit will be delivered by flatbed trailer. Off-loading is done by others.
4. Estimated combined shipping weight is 15,846lbs.
5. Buckeye Power Sales Co, Inc and the Kohler Company are not responsible in any way for liquidated damages due to shipping delays.
6. Stated lead times on this document are generalized based on a standard bill of material, equipment availability and factory loading. If your equipment has "Engineering Specials" your lead time will generally be longer. Lead times are subject to change without notice and should

not be used for construction schedules or job site planning. Actual ship dates will be supplied once equipment is released for production.

7. Natural gas units: Primary gas regulator shall be supplied and must be installed exterior to the generator enclosure allowed to vent into the atmosphere by others. Secondary gas regulator and fuel solenoid is included.
8. Gas supply required to operate this engine correctly is 3,462cfh @ 7" to 11"WC at the downstream side of the primary regulator and the pipe size connected to engine must be 3.0" NPTF, minimum.

Buckeye Power Sales Company
Mark Paxton
Ph.: (513) 785-5541
Generator/Switchgear Division
Kohler Power System Sales

Please add all applicable sales tax.

Quote includes antifreeze, oil, start-up and check out of standby system.

Fuel is to be supplied by others.

Buckeye Power Sales reserves the right to correct any errors or omissions.

Please call TEN to FOURTEEN business days prior to requested start up of unit to allow for scheduling.

Start-ups are done during normal business hours. If a start-up needs to be done at a time other than normal business hours, then prior arrangements need to be made and overtime charges may apply.

Due to the complexity of the start-up, load bank tests are not scheduled on the same day.

F.O.B.: Factory

Freight: Freight allowed to first destination, unloading by others.

Terms: 100% net ten (10) days; 2% per month after (30) days. Subject to credit approval.

Submittals: 2-3 weeks following receipt of order

Delivery: 12 to 14 weeks from release of order. Subject to change.

Quote Expires: (30) days

Due to current market volatility, orders placed beyond (30) days from quote date or released more than (75) days beyond quote date may require a revised quote prior to order acceptance by Buckeye Power Sales.

QTE4591 – BPS Quote

TERMS AND CONDITIONS

Equipment, and/or labor, and/or various items are in accordance with Buckeye Power Sales Co., Inc. experienced interpretations of plans and specifications, within the limited time between request for bid and bid due date. Materials supplied under this quotation, which are commercially produced to typical industry standards, have been deemed in substantial compliance and therefore acceptable. Only the materials itemized on the attached quotation will be supplied. Buyer agrees to verify all items, sizes and quantities listed on our quotation. Buckeye Power Sales Co., Inc. is not responsible for omissions.

THERE ARE NO UNDERSTANDINGS, AGREEMENTS, REPRESENTATIONS, OR WARRANTIES, EXPRESSED OR IMPLIED (INCLUDING ANY REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) OTHER THAN THOSE SPECIFIED HEREIN, RESPECTING THIS CONTRACT OR THE EQUIPMENT HEREUNDER. THIS CONTRACT STATES THE ENTIRE OBLIGATION OF SELLER (BUCKEYE POWER SALES CO., INC.) IN CONNECTION WITH THIS TRANSACTION. BUCKEYE POWER SALES CO., INC. SHALL NOT BE LIABLE FOR LOST PROFITS OR ANY SPECIAL OR CONSEQUENTIAL DAMAGES DIRECTLY OR INDIRECTLY ARISING OUT OF THE USE OF, THE INABILITY TO USE, OR ANY DELAYS IN DELIVERY/SHIPMENT OF THE EQUIPMENT MENTIONED HEREBY, EVEN IF WE ARE SO ADVISED OF THE POSSIBILITY OF DAMAGES. NO BUCKEYE POWER SALES CO., INC. EMPLOYEE HAS THE AUTHORITY TO VERBALLY BIND EITHER BUCKEYE POWER SALES CO., INC. OR ANY MANUFACTURER OTHERWISE.

Buckeye Power Sales Co., Inc. will not be bound to any order containing retainages. Full payment is due according to the terms set forth herein. If no payment terms are otherwise specified, then the terms shall be: 100% net 10 days; 1.5% per month interest applies after 30 days, subject to credit approval. Buyer agrees to compensate Buckeye Power Sales Co. for all attorney fees incurred in collecting all amounts due, whether or not a lawsuit is filed. Freight damages must be reported to freight carrier, and freight delivery ticket presented by freight carrier must carry notation of damage and be signed by the trucker. Buckeye Power Sales Co., Inc. will aid customer in filing their claims on freight damages but will not honor claim presented to Buckeye Power Sales Co., Inc. and not to freight carrier.

Every responsible precaution is taken against breakage or other damage in transit. As all goods are shipped at Buyer's risk, Seller's responsibility ceases upon delivery of the material in good order to the carrier. Freight allowance, if any, is subject to Seller's current shipping terms. Unless otherwise conveyed in writing to Buyer by Seller, claims against carriers are to be filed by Buyer. It is Buyer's responsibility to inspect products upon delivery for transit damage and/or shortage. If damage or shortage is detected, it should be duly noted on the bill of lading before signing for merchandise. An inspection report should be requested of the carrier followed by a settlement claim to the carrier.

Ownership transfers to the Buyer at the time of shipment from the factory or Seller's warehouse. It is Buyer's obligation to communicate in advance in writing when and where they want to receive equipment. Storage may be arranged at the Seller's warehouse or designee at the request of the Buyer with the understanding that additional fees may be charged for storage and that payment will be due per the terms stated herein.

Any claims for shortage must be made promptly for any consideration. The undersigned agrees to inspect all goods upon delivery, and specifically agrees that forty-eight (48) hours after delivery shall constitute a reasonable period for inspection of goods. The undersigned agrees to accept as conforming any goods not rejected within forty-eight (48) hours after delivery. The undersigned agrees that notice of rejection must be in writing to be effective.

The undersigned agrees to be on site for delivery of all goods. If the undersigned should fail to be on site at the time of delivery, the undersigned accepts all responsibility for theft, damage or other casualty to the goods from the time of delivery, and waives any claims that could be made against Buckeye Power Sales Co., Inc. as a result of said delivery, regardless of whether Buckeye Power Sales Co., Inc. (including its management and employees) negligently caused, or is alleged to have caused, such theft, damage or casualty.

Buckeye Power Sales Co., Inc.'s prices do not include any federal, state, or local sales, use, property, or excise taxes. If any such taxes are imposed, Seller will invoice them to Buyer as a separate item. In lieu of such taxes, Buyer must provide, with each order, a tax exemption certificate acceptable to the proper taxing authorities. Buckeye Power Sales Co., Inc. is not responsible for collection and payment of Sales/Use tax in states in which Buckeye Power Sales Co., Inc. does not have a vendor's license.

Buyer acknowledges that Buckeye Power Sales Co., Inc. does not make and specifically negates, renounces and disclaims any representations, warranties and/or guaranties of any kind or character, expressed or implied, with respect to (i) the products sold, their use, design, application or operation, their merchantability, their physical condition or their fitness for a particular purpose, (ii) the maintenance or other expenses to be incurred in connection with the products, (iii) the agents, suppliers and employees or (iv) the accuracy or reliability of any information, designs or documents furnished to Buyer. Buckeye Power Sales Co., Inc. neither assumes, nor authorizes any person to assume for it, any other obligation in connection with the sale of its products and/or rendering of its services. Any recommendations made by Buckeye Power Sales Co., Inc. concerning the use, design, application or operation of the products shall not be construed as representations or warranties, expressed or implied. Failure by Buckeye Power Sales Co., Inc. to make recommendations or give advice to Buyer shall not impose any liability upon Buckeye Power Sales Co., Inc.

Buyer agrees to defend, indemnify and hold Buckeye Power Sales Co., Inc., its directors, officers and employees harmless from and against any and all claims, losses, costs, expenses, attorney's fees, and liabilities ("Claims") arising out of or related to the goods, however, Buyer shall not be required to indemnify to the extent it is determined through final adjudication that were negligent or otherwise liable for such Claim.

If any provision hereof is held to be illegal, invalid or unenforceable under any present or future laws, such provision shall be fully severable, and the terms and conditions herein shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been made a part hereof. The remaining provisions herein shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provisions or by their severance here from.

Buckeye Power Sales Co., Inc.'s failure to insist upon the strict performance of any term or condition herein shall not be deemed a waiver of any of Buckeye Power Sales Co., Inc.'s rights or remedies hereunder, nor of its right to insist upon the strict performance of the same or any other term herein in the future. No waiver of any term or condition hereunder shall be valid unless in writing and signed by Buckeye Power Sales Co., Inc.

The rights and obligations of the parties hereto and the construction and effect of any contract formed pursuant hereto, shall be governed by the laws of the State of Ohio. **Buyer hereby agrees to the exclusive jurisdiction and venue of the Court of Common Pleas for Franklin County, Ohio for the resolution of all disputes.**

Objections to any or all provisions contained in this contract or to any other communication shall not constitute a waiver of these terms or conditions thereof.

Buckeye Power Sales Co., Inc. will not be liable for any delays in the performance of orders or contracts or in the delivery or shipment of goods or for any damages suffered by purchaser by reason of any such delay. Delivery forecast is approximate and subject to change without penalty.

In the event that a quotation is not accepted in its entirety, we reserve the right to decline any part or all of the order.

All stenographic, typographic, or clerical errors are subject to correction. Upon acceptance by Buckeye Power Sales Co. Inc., this order will be entered for production and will not thereafter be subject to deferment of delivery without our written consent. Any expense incurred by Buckeye Power Sales Co. Inc., due to the cancellation of an order or the deferment of a delivery schedule will be billed to the purchaser and be immediately due and owing, together with any and all costs of cancellation, including an order or the deferment of a delivery schedule will be billed to the purchaser and be immediately due and owing, together with any and all costs of cancellation, including attorney's fees.

I hereby authorize Buckeye Power Sales Co., Inc. to use this form as a bona fide purchase order of the equipment shown on Quotation Number: Document1, which clearly establishes definite price, and specifications of material ordered. The person signing is doing so according to the terms and conditions above.

Print Name: _____ Date: _____

Signature: _____ Agreed Upon Amount: _____

Company: _____ Purchase Order Number: _____

RESOLUTION NO. R-115-12

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LABOR CONTRACT WITH LOCAL UNION 984, OHIO COUNCIL 8, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, BLUE COLLAR UNIT

WHEREAS, the City Manager has negotiated a bargaining unit contract with Local 984, Ohio Council 8, American Federation of State, County, and Municipal Employees, Blue Collar Unit; and

WHEREAS, said contact is just and reasonable and in the best interest of the City and its employees;

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 bargaining unit contract between the City and Local 984, Ohio Council 8, American Federation of State, County, and Municipal Employees, Blue Collar Unit, to be in effect from October 2012 through December 31, 2013, inclusive, is hereby approved, and the City Manager is hereby authorized to execute said contract on behalf of this Commission;

SEC. 2: This resolution and wages included will replace the wages in Chapter 33, Schedule B, of the Piqua Code;

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

AGREEMENT
BETWEEN
THE CITY OF PIQUA
AND
LOCAL NO. 984 AND
OHIO COUNCIL 8, AFSCME

10-1-12 – 12-31-2013

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ARTICLE 1
COOPERATION

Section 1. The City of Piqua ("City") and Local #984 and Ohio Council 8, AFSCME, ("Union") mutually agree to use their best efforts to:

- (a) serve the citizens of the City and the public in general;
- (b) achieve better understanding, mutual respect and fair dealing among the City, the Union and the employees included in the bargaining unit;
- (c) insure the efficient and uninterrupted delivery of services of the City to its citizens; and
- (d) provide a fair and reasonable method of enabling employees covered by this Agreement to participate through union representation in the establishment of terms and conditions of their employment, receive a prompt and fair disposition of grievances and establish a peaceful procedure for the resolution of all differences between the parties.

The officers of the City and the Union accept their responsibilities as guardians of the public trust, being sincerely concerned with the best interests and welfare of the citizens and employees which they represent.

Unless otherwise specified, the authorized representative of the City of Piqua for the purpose of this Agreement is the City Manager, the Human Resources Director and any other agent of the City appointed by the City Manager in his absence. When the City Manager designates someone with authority in his absence, he shall notify the Union in writing of the designation.

Section 2. The City, the Union, and each employee in the bargaining unit will cooperate to abide with all applicable laws and regulations forbidding discrimination on account of age, sex, race, color, creed, disability or national origin.

Section 3. The City agrees that this Agreement shall be applied uniformly to all bargaining unit members.

ARTICLE 2
RECOGNITION

Section 1. Recognition: The Union is recognized as the sole and exclusive bargaining agent for all regular full-time employees in the Health & Sanitation Department and its divisions, Street Department and its divisions, Water Department and its divisions, Wastewater Department and its divisions, Power Systems and its divisions, Garage, Parks, Golf Course, and Meter Readers excluding all supervisory employees, office employees, clerical employees, Police and Fire Department

employees, administrative employees, Engineering employees, the present position of Instrument and Signalization person and inspectors. No supervisor or bargaining unit employee shall enter into any agreement which is inconsistent or contrary to the terms of this Agreement.

Section 2. Deduction of Union Dues: During the period this Agreement is in effect, the City will deduct regular union dues from the wages of employees who individually and voluntarily authorize and direct such deductions on forms approved by the City and supplied by the Union. The authorization and direction shall be irrevocable for a period of one year or for the remaining period of the applicable collective bargaining agreement between the City and the Union, whichever shall be shorter, and shall be automatically renewed and irrevocable for successive periods of one year or for the period of each succeeding applicable collective bargaining agreement between the City and the Union, whichever shall be shorter, unless written notice to revoke such authorization is given by the employee to the City not more than 40 days nor less than 10 days prior to the expiration of any such one-year period, or the expiration of any such collective bargaining agreement. The Union shall hold the City harmless from any liability arising out of any action taken by it or omitted by it in compliance with or in an attempt to comply with the provisions of this Section. Union dues shall be transmitted to the Union by the City within 10 days from the date the deduction was made.

Section 3. Fair Share Fee: All employees, who do not become members in good standing of the Union, shall pay a fair share fee to the Union effective 60 days from the employee's date of hire as a condition of employment. The fair share amount shall be certified to the City by Ohio Council 8 or the Secretary-Treasurer of the Local Union, in writing, but shall not be an amount larger than the dues amount paid by members, as provided in Ohio Revised Code 4117.09 (C). Deductions of the fair share fee from any earnings of the employee shall be automatic and shall not require written authorization for payroll deduction. Payment to the Union of fair share fees shall be made in accordance with procedures for delivery of regular dues deductions as provided in this Agreement.

Section 4. Assurance of Legal Compliance: Ohio Council 8 and Local 984 each assures the City and promises that they will comply with all applicable substantive and procedural legal requirements in connection with the Fair Share clause (Article 2, Section 3) as determined by the United States Supreme Court. This includes a notice to all Fair Share fee payers at least once a year, giving them all information required, and providing Fair Share fee payers procedures for contesting their share as required by applicable law.

Annually, upon issuance, Ohio Council 8 and Local 984 will provide the City with a copy of the Fair Share fee notice. They will also provide to the City, upon request, any additional information which is relevant and necessary for the City to determine compliance with the law and to carry out the City's obligations on behalf of its employees, to assure their constitutional rights as between the City and its employees. The failure of the Union to carry out their obligations does not relieve the City of the

responsibility it must bear by law towards those employees. The City will take all steps required by law to carry out those responsibilities.

As between the Union and the City, the Union will reimburse the City for any losses it incurs by reason of the Union's failure to carry out its obligations under the Fair Share Fee clause.

ARTICLE 3 **MANAGEMENT RIGHTS**

Section 1. Management has the right and responsibility to:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, or discharge for just cause, or lay off, transfer, assign, schedule, demote, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the public employer as a unit of government;
8. Effectively manage the work force; and
9. Take actions to carry out the mission of the public employer as a governmental unit.

The City agrees to discuss any proposed layoff with the Union before taking such action. The Union agrees that all other management rights and responsibilities not specifically modified by this Agreement shall remain the exclusive function of the City.

Section 2. No Strike/No Lockout: There will be no strikes of any kind, including sympathetic strikes, during this Agreement, whether for foreseeable or unforeseeable reasons. "Strike" includes any work stoppage, slowdown, picketing, or any other concerted activity, or attempt at concerted activity, which would interrupt or limit the

performance of services. Neither the Union nor any employee will encourage, authorize, participate in or condone any strike.

The Union will use its best efforts to prevent any violation of this Section and to terminate any violation should one occur. If a violation of this Section occurs, the Union will publicly denounce the strike, and will provide the City with written notice that the strike is not authorized, is in violation of this Agreement, and is not to be honored. If the Union carries out its obligations under this Section, it shall have no financial liability for any such violation.

The City shall have the right to discharge, demote, suspend, or in place of suspension to cause the forfeiture of a like number of days of paid vacation or holidays, or otherwise discipline employees for violation of this Section. Employees so disciplined shall have recourse to the grievance and arbitration procedure, but the discipline imposed shall not be overturned unless the employee is found innocent of any violation, and the arbitrator shall have no authority or jurisdiction to reduce or modify discipline, except upon such a finding of innocence.

In the event of a claim by the City of a violation of this Section, written or electronic notice shall be given to the Union. The City may seek appropriate court relief or may at its option request the Federal Mediation and Conciliation Service to appoint an arbitrator to hear and decide the claim on an emergency basis. The hearing shall be held within 48 hours or as soon after that as possible. The parties may not file and the arbitrator shall not receive post-hearing briefs with respect to the issuance of an immediate restraining order. The arbitrator shall rule from the bench and, if he finds that this Section has been violated, he shall immediately issue an award prohibiting continuation or resumption of the strike. The arbitrator shall have the authority to continue the hearing and to request post-hearing briefs with respect to the issue of damages.

The City shall engage in no lockout during the term of this Agreement. If the Union claims a violation of this section, the arbitration procedures in the preceding paragraph will apply.

ARTICLE 4 **UNION BUSINESS**

Section 1. The Union shall certify in writing to the City the names of the stewards which shall not exceed one for each department or division within the bargaining unit. The Union may also certify the names of alternates who may act in the absence of the steward, and shall designate the order of such alternates so to act. These certifications shall be kept current by the Union at all times, and they shall be verified on an annual basis.

Section 2. All Union business shall be conducted on the employee's own time, and not on time paid for by the City. The only exception will be grievance meetings between the City and the Union representatives specified in the grievance procedure (but not

including arbitrations), where the City and the Union both agree to hold such meetings during working hours, discipline or discharge meetings conducted under Article 14, Section 3, and such necessary time (not to exceed 15 minutes per shift) spent in drafting, investigating, and filing grievances, in which cases employees shall be paid for regularly scheduled hours which are lost through necessary attendance at such meetings or in connection with such activities. This 15 minutes may be extended an additional 15 minutes by supervision; neither a Union officer nor a supervisor shall take improper advantage of the other. No City equipment, including printing equipment, radios, and City transport, shall be used for Union business, except that such limited use of vehicles or communications equipment as may be necessary to enable Union representatives to perform legitimate Union functions during working hours not otherwise prohibited, shall not violate this general prohibition. The Local President, or an alternate appointed by him, will receive pay for regular working time lost for actual attendance at an arbitration.

Section 3. Duly authorized officers or representatives of the Union, employee or non-employee, may consult in the various assembly areas of the departments or the divisions before the start of and at the completion of any shift's or crew's work. Union officials shall have the right to visit the City's plants, yards, warehouses or work sites during work hours for the purpose of adjusting or investigating grievances, assisting in the settlement of disputes, and for the purpose of insuring that the aims and provisions of the Agreement are properly followed. On any such visit, the Union official shall first apply to the appropriate supervisor, who may be another member of management if the immediate supervisor is not available, for permission, which shall not be arbitrarily denied. This privilege is extended subject to the understanding that work assignments are not, in fact, interfered with. Employee Union officials shall also seek permission from their own supervisor, or another member of management if the immediate supervisor is not available, before leaving their place of work to investigate a grievance.

Section 4. Bulletin Boards: The City will continue to provide the existing bulletin boards. They will be for the exclusive use of the Union. The City will provide reasonable space on other bulletin boards in other work areas for the exclusive use of the Union. Neither the Union nor anyone else will use the bulletin boards to bad-mouth the City.

ARTICLE 5

WAGES

Section 1. Wage Rates: The hourly wage rates applicable to positions covered by this Agreement shall be increased by 3.25% effective October 1, 2012.

Section 2. Steps: Each of the various pay ranges shall be divided into steps. Time in grade for each step before the employee is eligible for a step increase shall be six months.

Step raises will be given as provided by applicable City ordinance or personnel regulations. Each employee's performance will be rated by their supervisor prior to the anniversary date the employee is eligible, by time in classification, for consideration for a step increase. An employee must receive a rating of satisfactory or better to receive a step increase. These ratings also shall be considered for placing probationary employees into permanent status and for promoting or transferring employees into new classifications. An employee denied a step increase may request a reevaluation after 90 days from the denial of the step increase.

Employees at the top step will have their performance rated by their supervisor annually. An employee who receives a rating of less than satisfactory may request a reevaluation after 90 days from the date of their performance rating.

Rating forms, when completed, will be discussed with the employee. The employee is required to sign it as evidence of the fact that it has been reviewed and a copy will be returned to the employee. The signature does not necessarily mean that the employee is satisfied with the rating. It is recognized that satisfactory performance is a requirement and that unsatisfactory performance may result in denial of a step increase or disciplinary action.

Section 3. Uniforms: The City will either rent or purchase 11 uniforms (providing for a daily change under normal circumstances) and 2 jackets for each member of the bargaining unit. Each employee must wear his uniform at work and will not wear it any other time except going to and coming from work. The City shall reimburse an employee for one pair of approved work boots each year, up to \$120, upon receiving a receipt from the employee. In place of this \$120 annual reimbursement, electrical distribution employees may be reimbursed up to \$360 for one pair of approved work boots once during the term of this Agreement.

Section 4. Temporary Transfer: When an employee is performing a higher rated job temporarily 4 hours or more, the employee shall receive pay at the next higher step for the full shift.

Section 5. Personal Cars: Employees who are requested by their supervisor to use their personal car in the performance of their duties will be compensated. Monthly mileage reports must be filed and approved before payment will be made. No employee shall be required to use his personal car in the performance of his duties.

Section 6. Call-In Pay: Call-in pay is for work performed by an employee who has been called to duty at a time other than that employee's scheduled shift or workday. Employees so called Monday through Saturday shall be compensated with a minimum of 3 hours pay at their regular rate of pay, and 4 hours at regular rate of pay on Sunday. If more than two hours are required to complete the work for which the employee was called in, such employee shall be compensated for the hours actually worked at time and one-half their regular rate, except where double time applies. If an employee is recalled within two (2) hours of the start of a previous call-in, it will be considered a

continuation of the previous call-in and will not constitute an additional call-in. There shall be no pyramiding of call-in pay or premium pay.

Section 7. On-Call Status: On-call status shall exist when an employee or employees are ordered to make themselves readily available for emergency reasons by telephone or electronic device and are within a reasonable distance of the City of Piqua. Employees on on-call status shall be compensated 4 hours pay at the regular rate for each 24 hours scheduled in such status and proportionately for hours less than 24.

If an employee is assigned on-call status and becomes unavailable, the employee is required to notify the departmental supervisor or acting supervisor on duty immediately.

Section 8. Stand-By Status: Stand-by status shall exist when an employee receives orders from a supervisor to report or stay at any base of operation or other prescribed work site. All hours thus assigned, whether work is performed or not, will be considered hours worked and employees will be paid accordingly.

Section 9. New or Changed Jobs: In the event that a new job is created, or an existing job is so changed as to necessitate a change in wage rate, the City shall establish a temporary rate and shall promptly proceed to meet with the Union to negotiate a permanent rate. Whenever possible, the Union shall be given advance notification of the job. If no agreement can be reached, regarding the wage rate, within 30 days, the City shall place a rate in effect, provided, however, that any revision of this rate later agreed upon (including any individual rate adjustment made as a result of negotiations for the next subsequent contract) shall be fully retroactive. In no event shall the establishment or revision of wage rates be subject to the grievance or arbitration procedure.

Section 10. Shift Premium: Employees who work the second shift shall receive an additional premium of \$.40 per hour for work on this shift. Employees who work the third shift shall receive a premium of \$.45 per hour for work on this shift. The second and third shifts are those with a regularly scheduled starting time between noon and 6:00 a.m.

Section 11. License Requirement: The cost of a license or certification that the City requires of an employee for his or her regular classification will be paid by the City. An operator's license for the operation of motor vehicles is excluded from this provision.

The job classifications requiring employees to possess a valid commercial driver's license (CDL) are designated in Appendix B.

Any employee holding a classification requiring a commercial driver's license, who does not possess the license, or whose license is suspended, or revoked or cancelled, will be removed from the classification. If the City determines that no other suitable position is available, the employee shall be laid off, without bumping rights, and shall have recall rights pursuant to Article 12 only if and when the employee's license is restored.

The City will reimburse any employee for the cost for obtaining and renewing a commercial driver's license including the necessary endorsements. An employee who fails an examination shall not be reimbursed for any examination costs. An employee who obtains or renews a commercial driver's license will be reimbursed even though the employee is in a classification that does not require the license. An employee who obtains or renews a commercial driver's license and is reimbursed by the City shall be subject to the random drug testing required of other employees who possess a commercial driver's license even though the employee is in a classification that does not require the license. However, employees shall be required to be on the voluntary call-out list to receive reimbursement for a CDL when the CDL is not required for their job description.

Section 12. Lineman Apprenticeship Program: The City of Piqua will continue its Apprentice Electric Line Worker program. The program has been approved and certified by the Bureau of Apprenticeship Training.

The apprenticeship program is a four-year program. There are eight steps and each step will require approximately eighteen weeks to complete. Each step must be completed in order to progress to the next step.

The Power Distribution Manager or other individual selected by the City of Piqua will serve as program administrator. The administrator shall be responsible for administration of the program and shall serve as the training coordinator. The administrator's duties include, but are not limited to, administering tests/examinations, scheduling classes, maintaining records and preparation of reports.

Apprentice Line Workers will be promoted to Journeyman Line Worker upon successful completion of the apprenticeship program.

The City will bear the full cost of tuition, books and educational material for the apprenticeship program. Employees will not be compensated for activities/time outside of scheduled work hours for participation in the apprenticeship program.

The Apprenticeship Committee shall be continued. It shall have five members which shall be the administrator plus two representatives from the City and two representatives from the Union. This Committee will meet at least once every six months. The Committee shall have the authority to recommend to the City Manager the suspension or cancellation of the Apprenticeship Agreement of the apprentice at any time for any of the following reasons:

- (1) Inability to learn;
- (2) Unreliability;
- (3) Unsatisfactory work;
- (4) Lack of interest in work or education;
- (5) Improper conduct;

- (6) Failure to attend assigned classroom related training instruction classes regularly; or
- (7) Violations of any provisions of the collective bargaining agreement.

The Committee shall notify the apprentice to appear before the Committee for a hearing before recommending suspension or cancellation of the Apprenticeship Agreement. If the apprentice fails to appear before the Committee, such action as the Committee might recommend must reflect that the decision was the result of Joint Committee action.

An apprentice, who enters the program and is later removed from the apprenticeship program or voluntarily withdraws from the program, will be assigned to another classification in accordance with the layoff provision of the collective bargaining agreement.

Section 13. Mutual Aid Pay: Employees who participate in mutual aid to other requesting jurisdictions, shall be paid time and one half for the initial sixteen hours of work and all hours thereafter shall be paid at double time.

Section 14. Water and Wastewater: Water and Wastewater Department operators are afforded an opportunity to advance from Operator to Operator I, II and III through EPA certification.

The City will bear the cost of tuition, books and educational materials one time for the schooling and examination in each classification. Employees will not be compensated for activities/time outside of scheduled work hours for classes and examinations.

When an operator has successfully completed a new certification, he or she shall be promoted to the corresponding position in Appendix A of this contract.

Section 15. Time Changes: When a change occurs in daylight savings time or standard time, an employee will be paid for actual hours worked on the day in which the time change occurs.

ARTICLE 6 **HOURS OF WORK AND OVERTIME**

Section 1. Work Week and Pay Period: The normal work week shall consist of 8 paid hours per day, 5 days per week, Monday through Friday, plus an unpaid half-hour lunch break, except where "straight eight" or other scheduling normally applies. The employee shall receive two paid rest periods of 15 minutes each, one in the first 4 hours of work and one in the last 4 hours of work, subject to the scheduling requirements of management. Overtime applicability is based on the work week period, unless otherwise stated in this Agreement. The pay period is from 12:00 A.M. on Monday through 11:59 P.M. the following Sunday. The City may switch from paying employees on a weekly basis to paying employees once every two weeks, provided that the City

will give employees and the Union at least 8 weeks notice before putting such a change into effect, and provided that this will not be implemented for bargaining unit employees until it is implemented for all City employees.

Operations employees are required to "overlap" shifts to the extent necessary for proper communications with respect to all operational information between relieved and relieving crews. Time for required overlap will be paid as applicable under federal wage and hour rules.

No continuous outside work shall be required when the temperature is 10 degrees F or below, except during emergencies. This provision shall apply to all departments. Even in emergency circumstances, employees shall be permitted to warm themselves at reasonable intervals.

Determination of starting time shall be made by the City and schedules may be changed by the City from time to time to suit varying conditions of the various departments provided, however, that indiscriminate changes shall not be made in such schedules and provided further that changes deemed necessary by the City shall be made known to the employees one week in advance of such change. A change resulting from unanticipated absenteeism or unanticipated overtime are not schedule changes, but as much advance notice of changes in working hours will be given in such situations as is reasonably possible. The establishment of regular schedules to avoid needless overtime premium is not in itself indiscriminate. An employee designated or functioning as a relief person may be assigned to any shift to fill in for an absent employee.

Interpretation: An "indiscriminate" schedule change would include, for example, requiring a Monday-to-Friday employee to work a Saturday instead of a weekday to avoid overtime premium, even if more than 7 days notice is given. The same would be true of a shift worker with a shift schedule, where that schedule was changed in a similar way to avoid overtime premium.

Section 2. Overtime: Employees shall receive time and one-half their regular hourly rate for hours of work in excess of 8 consecutive hours worked (except where employees have mutually agreed to trade shifts) and in excess of 40 straight time hours worked in any work week (except where double-time applies). There shall be no pyramiding of overtime. There shall be no compensatory time. Shift work employees on continuous operation shall receive double their regular rate for hours worked in excess of 48 hours in any week and other employees shall receive double their regular rate for work on Sunday.

When an employee transfers into a different department, that employee shall be charged with the average number of overtime hours for the classification in the department into which the employee is transferring. Overtime will be divided as equally as possible among qualified employees of like classification. The supervisor will post a chart showing overtime hours in the calendar year to date including those hours available but not worked due to absence or other reasons. The qualified employee with

the fewest overtime hours charged against him will be the first assigned to overtime. The City need not use an employee from a different shift. The City may assign weekend overtime to an employee on on-call status if the employee on on-call status is the lowest on overtime. Voluntary overtime will not be used to deny overtime to employees within their regular departments.

Voluntary Overtime: The City Manager or designee will keep a single voluntary overtime list for all employees who volunteer to work overtime outside of their regular department. Voluntary overtime will be offered first to the employee with the lowest number of voluntary overtime hours. This voluntary overtime list will be updated daily. The City shall provide the President of the Local Union a copy of each updated voluntary overtime list.

Section 3. Part-time, Seasonal and Temporary Employees: Part-time employees are defined as employees who work less than 30 hours per week.

Seasonal and temporary employees are defined as employees hired to work 6 months or less per calendar year (but in no case more than 6 consecutive months), except golf course employees hired to work nine months or less per calendar year (but in no case more than 9 consecutive months).

ARTICLE 7 **HOLIDAYS**

Section 1. The following are recognized as holidays under this Agreement: New Year's Day, Martin Luther King's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, the day before Christmas and Christmas Day. If the City voluntarily grants another bargaining unit an additional holiday, such holiday will also be recognized under this Agreement. An additional holiday ordered by a conciliator will not be considered voluntarily granted by the City under the preceding sentence.

Section 2. For employees who normally work Monday through Friday, if a holiday falls on a Saturday, the preceding Friday will be observed as a holiday. If a holiday falls on a Sunday, the following Monday shall be observed as a holiday. For purposes of this section, the employees who work other than a normal schedule, their first day off shall be their Saturday and their second day off shall be their Sunday.

Section 3. In order for an employee to receive pay for the holiday, the employee must work the employee's scheduled shift before and after the holiday. Employees on vacation, approved sick leave, or leave of absence with pay (including paid funeral leave under Article 9, Section 8), shall be considered as working their regular scheduled day for purposes of this Section.

Section 4. Eligible employees who are not scheduled to work on a designated holiday shall be paid for 8 hours of work at applicable straight time (holiday pay).

Eligible employees who work on a designated holiday shall be paid their holiday pay, plus one and one-half times their regular rate of pay for all hours actually worked. Only holiday hours actually worked will count toward overtime pay.

Section 5. Personal Leave Days: On May 1st, after one (1) full year of service with the City, each permanent employee actively at work will receive 5 personal leave days per year. Employees with less than one year's service with the City on May 1st shall receive a pro-rated amount of personal leave. Personal leave days can only be taken at a mutually agreeable date. The City's consent will not be unreasonably withheld. The City shall give the employee a copy of the denial or approval of request forms for use of personal leave days. Personal leave days not taken by the following May 1st will be forfeited.

ARTICLE 8 **VACATIONS**

Section 1. After one full year's service, each permanent employee will receive 2 weeks vacation with full pay, 3 weeks annual vacation with full pay after 8 years continuous service, 4 weeks annual vacation with full pay after 15 years continuous service and 5 weeks annual vacation with full pay after 25 years continuous service.

Vacations must be scheduled with the employee's supervisor. The vacation period for each employee will begin on the first anniversary date of employment. Vacation credits will be granted on a monthly basis and can be used at any time before the employee's next anniversary date. In the case of retirement, resignation, disability, dismissal, or death, vacation credit will be prorated according to the terms listed below:

- (a) Employees entitled to 2 weeks shall be paid .8333 days for each full month worked beyond his anniversary date.
- (b) Employees entitled to 3 weeks shall be paid 1.25 days for each full month worked beyond his anniversary date.
- (c) Employees entitled to 4 weeks shall be paid 1.6667 days for each full month worked beyond his anniversary date.
- (d) Employees entitled to 5 weeks shall be paid 2.0833 days for each full month worked beyond his anniversary date.
- (e) For vacations requested after the January scheduling period, the City shall give an employee a copy of the approval or denial of the employee's request for vacation time within 10 working days.

Subject to scheduling requirements and approval by the City, department seniority shall determine which employees have first choice of vacation days (including vacation time

which falls on a holiday), provided such choices are made during the month of January in the year the vacation date is selected. After January, department seniority shall no longer control and the first to apply shall have first choice. If the City cancels an employee's scheduled vacation with less than 30 days notice, and without the employee's agreement, the employee will receive an extra \$.50 per hour for time worked during a period of canceled vacation.

An employee's request to change that schedule or to add unscheduled vacation will be considered only if at least one week's notice is given and will be granted as scheduling permits.

Section 2. The City Manager may, in special and meritorious cases, permit an employee to accumulate and carry over vacation leave to the following anniversary year. Written notice of this will be given to the Local President.

Vacation not used within the current entitlement period will be forfeited, unless approved for carryover to the next entitlement period by the City Manager.

An employee may not take more than 3 weeks of vacation at any one time, except an employee who is retiring may use up to 6 weeks of vacation immediately before his retirement date. The City Manager may, in special and meritorious cases, permit an employee to take additional available weeks of vacation at the same time.

Section 3. An employee who is entitled to a vacation of two or more weeks per year may convert up to forty (40) hours of vacation to cash. The employee must notify the City at least two weeks before he wishes the payment.

Section 4. No employee will be denied a vacation requested during the January seniority scheduling period because the employee's supervisor has scheduled vacation for the same time period.

Section 5. An employee may receive the employee's direct deposits for a vacation period the payday before the employee's scheduled vacation by submitting a written request to the accounting department at least two weeks before that payday.

ARTICLE 9 **SICK LEAVE**

Section 1. Accumulation and Use of Sick Leave. Permanent employees shall accumulate sick leave credits on the basis of 10 hours for each completed month of service. Credit shall be accumulated by an employee on extended sick leave only if there is an intention to and a reasonable expectation of a return to work. Unused sick leave shall be cumulative up to and including 1440 hours for use as sick leave.

Sick leave may be used for absence due to illness, injury, treatment of illness or injury, an employee's enforced quarantine due to exposure to a contagious disease, and,

where it reasonably necessitates the employee's absence, for illness or injury in the employee's immediate family. Immediate family means spouse, parent (natural, step or in-law) children (natural or step), or other relative living in the employee's household. Sick leave will not be granted while an employee is on vacation unless proof of illness or injury is submitted.

A reasonable amount of time for traveling to and from the site where an illness or injury is treated will be considered as sick leave.

Probationary employees shall become eligible to receive paid sick leave after completion of 60 calendar days of employment.

With the City Manager's approval, any employee in cases of hardship with full intentions and a reasonable expectation of staying as a City employee, may be granted paid sick leave up to one year's credit (120 hours) when needed and requested.

The City reserves the right to require the employee to complete an absence slip and turn it into the immediate supervisor for approval before sick leave pay is granted. The City shall give the employee a copy of the approved or rejected absence slip. The Union agrees to support the City in its efforts to control the misuse of sick leave.

Section 2. Conversion of Sick Leave to Cash.

(A) Annual Conversions

An employee who has accumulated four hundred eighty (480) hours sick leave pay may convert hours in excess of four hundred eighty (480) hours, up to forty (40) hours to cash per year. An employee who has received more than twenty-four (24) hours of unexcused absences during the year ending October 31st shall not be eligible to convert sick leave to cash for that year. The conversion will be on the basis of one hour of sick leave for each hour of pay at the employee's rate for the pay period ending on the last Sunday in October of each year. The conversion can be made in November and the employee must request conversion no later than November 30th of the calendar year. Sick leave converted to cash is sick leave that was earned in prior years.

(B) Conversion on Termination of Employment

Accumulated sick leave up to 960 hours will be payable upon termination of employment (except discharge for any conviction of theft or felony offense) on the following formula:

Less than 8 years service, no conversion.

8 years to 15 years of service, one (1) hour's pay for each three (3) hours of accumulated sick leave.

16 years to 25 years service, one (1) hour's pay for every two (2) hours of accumulated sick leave.

Over 25 years of service, one (1) hour's pay for every one (1) hour of accumulated sick leave.

(C) Conversion on Retirement or Death

There shall be payable to an employee, upon retirement in accordance with the provisions of the Public Employees Retirement System of Ohio or upon death of an active employee, to the employee's beneficiary designated in writing on the form provided by the City and delivered to the City (or if no valid designation has been made, the estate), in addition to any PERS benefits, payment for all accumulated sick leave up to and including 1440 hours (720 hours for employees hired after September 15, 2003). This payment may be made weekly or in a lump sum at the option of the Director of Finance, with due regard to the financial status of the City.

Conversion of unused sick leave credited to employees who receive retirement or death benefits shall be on the basis of one (1) hour for each one (1) hour accumulated up to the applicable maximum. Conversion of unused sick leave credited to employees who are permanently laid off shall be on the basis on one (1) hour for each one (1) hour accumulated up to a maximum of 960 hours (480 hours for employees hired after September 15, 2003).

Contributions to PERS will be made on sick leave converted to cash should PERS require contributions. PERS will determine if contributions are to be included in the calculation of average wage.

(D) Conversion for New Employees

For employees hired after September 15, 2003, unused sick time shall be cumulative up to and including 720 hours for retirement and death benefits, and shall be cumulative up to and including 480 hours upon other termination of employment (except for dismissal for conviction of any theft or felony offense), on the same conversion formula applicable to employees hired before the effective date of this Agreement. Upon retirement, the employee shall also be paid for accumulated sick time, at the current hourly rate, for hours earned above 720 hours up to 1560 at the rate of 1 for 3, for a combined total of up to 1000 hours.

For employees hired after October 1, 2011, unused sick time shall be cumulative up to and including 480 hours for retirement and death benefits, and shall be cumulative up to an including 480 hours upon other termination of employment (except for dismissal for conviction of any theft or felony offense), on the same conversion formula applicable to employees hired before October 1, 2011. Upon retirement, the employee shall also be paid for accumulated sick time, at the current hourly rate, for hours earned above 480 hours up to 720 at the rate of 1 for 3, for a combined total of up to 560 hours.

Section 3. Attendance Rules

Good attendance is a requirement, not an option. The following rules shall cover attendance.

(A) Excused Absences: Absences covered by the Family and Medical Leave Act shall be excused. The following absences shall also be excused. Necessary absence for medical or dental appointments scheduled in advance for the employee or the employee's immediate family will be excused if the employee has given the City full advance notice and has cooperated fully in arranging the date and time of the appointment to be as little in conflict as possible. A doctor's certificate is required for verification. Absence due to compensable injury or to a disability accompanied by hospital admission will be excused. Necessary absence for illness or injury of an employee or the employee's immediate family will be excused providing the employee properly notifies the City of the absence, presents satisfactory medical evidence showing the employee was unable to work (in the case of an absence of three or more days or when required by the City) or that an immediate family member was treated and the employee was needed to care for the family member. Paid funeral leave, paid jury duty, paid holidays, paid vacations, paid personal leave days, military leave, and absence covered by formal leave of absence will be excused.

(B) Unexcused Absences: Unexcused absence of more than five (5) days of scheduled work in any 12 months is excessive. All unexcused absence over five (5) full days of scheduled work in 12 months, except as excused under paragraph (A), will be handled as follows:

6th day written warning

7th day final warning

8th day discharge

An absence of less than eight (8) hours will count pro rata.

(C) Attendance Credit: An employee with 9 or more consecutive months of perfect attendance will have a cushion of one unexcused absence before being counted.

(D) Notification: To notify properly of absence, an employee shall notify the City as far in advance as possible, but no later than the start of his shift. The only exception to this is where an employee is unable to give such notification, in which case, the employee shall notify the City as soon as possible. If an employee is unable to reach any other working number in advance of his starting time, he shall call the number designated by each department and leave specific details of the expected absence.

Failure to notify properly of absence:

1st day: written warning

Within a 12-month period, 2nd occurrence: final warning

Within a 12-month period, 3rd occurrence: discharge

(E) Tardiness: Tardiness on more than two (2) days in any 12 month period is excessive, and will be handled as follows:

3rd day first written warning

4th day second written warning

5th day final warning

6th day discharge

Section 3. Sick Leave Donation

A. All available time (sick time, personal and vacation time) is to be exhausted before being eligible to receive donations of sick time.

B. The recipient will receive donated hours on an as required, hourly basis only.

C. The hours donated but not used remain with the donor. The maximum number of hours donated per employee is forty (40). Employees with a minimum of 480 hours accumulated sick leave may be allowed to donate in excess of forty (40) hours with the approval of the City Manager.

D. The hours donated will be kept on an equity basis i.e., the number of hours credited will be based upon donor and recipient pay rate conversions to hours.

E. Hours donated will be used in the order in which they are received.

Section 4. Injury Pay: If an employee suffers a compensable injury or illness while in the performance of his duties with the City and while properly performing an assigned task, such injured employee shall continue to receive his full weekly rate of pay from the City for the first 6 months following the date of injury. Such payments shall take the place of the employee's receipt of temporary total disability payments from the Bureau of Workers' Compensation. The City may require the employee to perform any duties within the limitations of such injury or illness.

The City and the Union agree to support a transitional work program to help injured workers return to their regular job duties by temporarily providing more limited job duties consistent with the medical restrictions resulting from the allowed conditions in an

employee's workers' compensation claim. In order to provide an employee with suitable transitional work, the City may assign the employee to work in a different job classification or department, or to a temporary transitional work job created specifically to accommodate an injured worker's medical restrictions. During the time the City provides transitional work, the City will continue to pay the employee the pay rate applicable to the employee's regular job classification.

In determining an employee's mental or physical ability to perform work under this Article or under any provision of this Agreement, the City may rely upon medical evidence presented by the employee, or may require the employee to submit to an examination selected and paid for by the City. If the employee does not agree with the results of the City's examination, he may appeal to a third physician agreed upon by the City's physician and the employee's physician. The results of the third physician shall be binding on the City and the employee, and the examination shall be paid half by the City and half by the employee.

Section 5. Satisfactory medical evidence is required whenever sick leave is requested for three days or more. The City may require satisfactory medical evidence when sick leave is requested for less than three days if the employee has been absent on sick leave without satisfactory medical evidence on five days within a calendar year. Sick leave is to be used only for illness or injury; dishonesty in connection with sick leave is just cause for disciplinary action.

Section 6. Satisfactory medical evidence is medical evidence that supports the use of sick leave. It may include a note from a doctor, a chiropractor, a nurse-practitioner or other health care provider. To provide a uniform interpretation across departments, whether medical evidence is satisfactory will be determined by the Director of Human Resources, subject to the grievance and arbitration procedure.

Section 7. Jury Pay: An employee required to serve on a jury during his/her working hours before a court empowered by law to require such service shall be excused from duty for the time required for such service and must report for duty whenever released from jury service. The employee shall be paid the difference between jury pay and the regular hourly rate of pay. Employees must present proof of the amount of jury pay received before pay for the hours absent is granted. An employee working on the second or third shift shall be excused from their scheduled work hours when he/she serves five or more hours on jury duty.

Section 8. Funeral Leave: An employee shall be paid for 8 hours for each day lost at the regular rate due to absence caused by death in an employee's immediate family. Three (3) days shall be allowed under this Section for immediate family members. Immediate family means: spouse, parent, child, grandparent, grandchild, brother or sister (including natural, step or in-law). Other relatives living in the same household as the employee shall be considered as immediate family. One day will be granted for attendance at a funeral of the following relatives: aunt, uncle, niece and nephew.

Proof acceptable to the City is required before payment of funeral leave. Examples of proof acceptable to the City include, but are not limited to one of the following: memorial service program, newspaper obituary, memorial card, or documentation provided by a funeral home.

ARTICLE 10 **LEAVE OF ABSENCE**

Section 1. Temporary leaves of absence with or without pay, for training purposes or for any other objective related to the employee's work, may be granted and renewed by the City Manager for such periods as the City Manager may consider justifiable within the limitations of the budget.

Section 2. An employee who has exhausted FMLA leave and accumulated sick leave benefits may be granted a medical leave of absence without pay by the City Manager for up to a maximum of one year. Leaves of absence without pay may be granted by the City Manager for periods of time not to exceed one year for any other reason that the City Manager may consider to be to the benefit of the City.

Section 3. The City shall grant military leave and reinstatement as required by law.

Section 4. The City Manager may require an employee to submit to a medical examination by a physician selected by the City before the employee is granted a leave of absence, granted an extension, or permitted to return to work. Any such medical examination will be paid for by the City. A copy of the medical report will be furnished when requested by the employee.

Section 5. No more than two (2) employees may be granted a leave to attend Union conventions or similar functions, subject to the following conditions. Such leaves must be scheduled as far in advance as the employee has knowledge of the proposed absence. All such leaves are subject to their being reasonable in length, frequency and impact upon the City, and the City may deny such leaves if they are not reasonable in any of these respects. Employees may use vacation time for such leaves, or may take such leaves without pay if, and only if, no vacation time is available.

ARTICLE 11 **INSURANCE**

Section 1. Health Insurance.

(a) **Benefits Offered.** The City will offer health insurance benefits throughout the term of this Agreement. Effective January 1, 2007, the benefits will include a high deductible health plan (HDHP) and, at the employee's option, either a health savings account (HSA) or a health reimbursement account (HRA). The HDHP will have "network" deductibles of \$2,000 for individual coverage and \$4,000 for family coverage. Benefits will be as provided in the carrier's certificate of coverage.

For the 2012 and 2013 plan years, the City will fund 75% of the HSA and HRA accounts (\$1,500 for individual coverage and \$3,000 for family coverage) and employee's contribution of the premium shall be 15%. Employee HSA's will be funded 1/12th of the annual total each month. Employee HRA's will be funded entirely in January. Employees hired during a plan year shall have the City's contribution to their HSA prorated based upon the number of full months employed by Piqua during that initial plan year. Health insurance shall run on the plan year or calendar year rather than the contract year.

The City shall administer a "Health Care Incentive Plan" which will allow employees who participate in defined wellness activities to earn additional monies up to \$400.00 for family coverage and \$200 for single coverage to be deposited by the City into the employees' HSA or HRA accounts.

The City shall select the carrier for the HDHP annually after consulting with the Insurance Committee. The City will maintain comparable coverage for the duration of this Agreement. Comparable coverage shall mean that the City shall solicit quotes annually from up to three carriers and request standard products which most closely match the plan design then in effect. Exact match of plan design need not be obtained. Bargaining unit employees shall be offered the same benefits on the same terms applicable to the City's unrepresented employees.

(b) **Insurance Committee.** The Union shall designate two bargaining unit employees to represent the bargaining unit on the City's Insurance Committee. The Insurance Committee will meet periodically to (1) review the benefits being provided and the cost of those benefits and (2) to consider alternatives to maintain acceptable benefit levels at an acceptable cost to employees and the City. Any recommendation approved by a majority of the members of the Insurance Committee will be submitted to the City Manager for his consideration.

(c) **Option Out.** Eligible employees who decline the city offered health insurance benefits, will be entitled to receive a one-time payment per health insurance year (2012, 2013) of \$2,000 for those eligible for family coverage and \$1,000 for individual coverage.

Section 2. Life Insurance. The City shall provide and pay the necessary premium for group life insurance in the amount of \$50,000 for each employee covered by this Agreement.

ARTICLE 12

SENIORITY. LAYOFF, CALLBACKS AND PROMOTIONS

Section 1. Seniority or length of service means the employee's length of service with the City since his last date of hire, except as otherwise provided in this Article.

All new full-time employees shall be considered probationary employees for a probationary period of 180 days worked from the date of their employment. Any probationary employee may be discharged at any time during said period and such discharge shall not be subject to review or the grievance procedure. No seniority shall accrue until an employee has been accorded regular permanent status, however, at the completion of the probationary period, the employee's seniority shall date back to the date of employment. The new hire probationary period may be extended only by mutual consent of the Union and the City.

For the purpose of this Agreement, there shall be three types of seniority:

1. Job Seniority: Described as the total length of active service in a specific job classification as a permanent employee. (When an employee is regularly assigned to more than one classification, then job seniority shall run with the highest classification regardless of pay level).
2. Department Seniority: Described as the total length of service presently within a department of the City since the employee's first day of employment with that department.
3. City Seniority: Described as the total length of service with the City since the employee's first day of employment with the City regardless of classification or department or division.

Section 2. Layoff: Whenever there is a reduction in the number of employees due to lack of funds, lack of work, or other legitimate reasons, the City Manager shall determine the classification of the employment in which reduction shall be made and the number to be laid off. Employees shall be laid off at the time and in the number specified by the City Manager in reverse order of their seniority. Within each affected classification, all part-time and seasonal employees shall be laid off before probationary employees and all probationary employees before permanent employees. The City shall discuss any proposed layoff with the Union before taking such action. When an

employee has been removed from his classification, he may displace another employee (including a seasonal, part-time, or temporary employee) in an equal or lower paying job classification if the employee to be displaced has less seniority. When an employee displaces another employee under this Section, he must be able to perform the work required during a trial period for the first sixty days worked if this is a position he has not previously held. If at any time during this trial period, the employee fails to perform satisfactorily, the City may remove him from the job and shall then place him otherwise in accordance with the provisions of this Section. If an employee cannot otherwise retain a full-time job under this Section and is subject to layoff, he shall be entitled to displace the least senior employee in a classification for which he is presently qualified.

The use of part-time employees or outside contractors for performance of work which has been or could be performed by employees shall be at the discretion of the City provided such action does not result in the layoff of any employee in the bargaining unit.

When an employee bumps down into another classification, he shall receive pay at the step in his new classification which is closest to, but not higher than, the employee's previous pay rate.

Section 3. Call Back: When there is a callback, those who have been laid off shall, for a period of time not to exceed their length of seniority, be eligible to be called back to work on the same principles as are applied in cases of layoff, if they are still available. If any employee called back notifies the City within 20 calendar days (from when the City sends him notice by registered letter) that he is not immediately available, his name shall be placed upon re-employment eligibility lists for future employment, where it shall remain for a period of 24 months at which time, if not available, it will be dropped from the list. Employees on layoff shall be recalled to their previous jobs in the bargaining unit prior to the hiring of new employees for such jobs.

If after having been laid off, an employee is notified by the City to return to work on a specified date (which shall be not less than 2 weeks after notice is received by registered letter at his last known address), he has 20 days from receipt of notice to notify the City of his intention to return, after which time the City is no longer obligated to re-hire said employee.

Section 4. Reinstatement: Any employee who resigns voluntarily may be reinstated upon application to any position in the same class and salary if there is a need for his services within 2 years after the date of his resignation upon the recommendation of the supervisor and at the discretion of the City Manager.

Section 5. Job Bidding: In the event of a vacancy within the bargaining unit, a notice shall be posted for three (3) working days on the bulletin boards of all departments in the bargaining unit, and in such other locations as the Human Resources Director determines necessary, advising employees of this vacancy. The Human Resources Director shall send a copy of the notice to the President of the Local Union. If an

employee wishes to be considered for a permanent transfer to such vacancy, he shall fill out a request for transfer with the City within three (3) days of the date of the posting.

When a vacancy occurs, the City will interview all employees who have filed a request for transfer to that vacancy. The City shall consider the length of service, the quality of the work record and the ability to perform the work required. To be qualified for transfer to the vacancy, the employee must satisfy the minimum posted requirements, must have received no discipline during the last 6 months, and no suspension during the last 12 months. A disqualification based on discipline less than a suspension may be waived at the discretion of the Director of Human Resources for the purpose of increasing the number of qualified candidates.

The most qualified applicant shall be entitled to the vacancy. If two or more employees are equally qualified, then the most senior employee shall receive the vacancy. Department Seniority will take precedence over City Seniority. If there are no qualified employees, the City may interview and hire an outside applicant.

An employee transferring to another job shall be on a trial period for the first sixty days worked. The trial period may be extended up to another sixty days worked by mutual consent of the employee and the City. If at any time during the trial period, the employee fails to make satisfactory progress or the employee elects not to remain on the job, the City may remove him and return him to his former job, or, if in the judgment of the City this would be disruptive, return him to such other job as would create a minimum of disruption.

The City need not consider the request for transfer if that employee has been given a transfer to a classification or has been removed from a job including an employee initiated removal, within the last 12 months. This rule shall not apply in the event a job classification is added.

Employees who are promoted to a higher rated classification shall receive an increase in their wage rate and will be assigned to the lowest step in the pay range of the new classification that results in a wage increase. Employees who are transferred to a lower rated classification shall have a step wage rate in the new classification that results in the least reduction in their wage rate.

Section 6. Supervisory Work: It is recognized that the primary responsibility of a supervisor is to supervise. However, the parties agree that supervisors may perform bargaining unit work so long as this does not cause layoffs or reductions in the bargaining unit. It is understood that the performance of such work by a supervisor shall be for the purpose of supplementing or assisting bargaining unit personnel, such as assisting in the completion of a job duty when the employees are short handed due to illness, injury or other reason, or assisting in an emergency, or providing training. It is further agreed that supervisors shall not perform bargaining unit work for the sole purpose of circumventing overtime call-ins for bargaining unit members.

ARTICLE 13
LABOR-MANAGEMENT AND SAFETY COMMITTEE

In the interest of sound industrial relations, a joint committee of no less than four, nor more than eight members, half of whom shall be from Management and half of whom shall be from the Union, will convene quarterly (or at other times mutually agreed to by the parties) for the purpose of discussing subjects of mutual concern, including a review of grievances. It shall be the express purpose of this committee to build and maintain a climate of mutual understanding and respect in the solution of common problems. The City will prepare a written summary of all issues discussed at Labor-Management and Safety Committee meetings within 10 days of the meeting.

ARTICLE 14
DISCIPLINE, DEMOTION AND DISCHARGE

Section 1. Discipline: The City shall impose no discipline or discharge on an employee without just cause. A discharge grievance shall be started at Step 3, and a suspension grievance at Step 2, but with the same time limits and written requirements as for Step 1. All other disciplinary grievances will start at Step 1 in the normal way. This shall be applied uniformly to all departments. Disciplinary actions by the City shall include but are not limited to reprimands, suspension without pay, demotions, or discharge. These disciplinary actions may be initiated by the immediate supervisor or department head. All such actions shall be reduced to writing and copies shall be submitted to the employee, Union steward and local president and all involved supervisory levels.

Section 2. If an employee receives a verbal warning (on the form marked and attached hereto as Exhibit "A") which is placed in his personnel folder, such verbal warning shall be removed at the expiration of ninety (90) days from the date of infraction.

If an employee receives a written warning (on the form marked and attached hereto as Exhibit "B") which was placed in his personnel folder, such written warning shall be removed at the expiration of 180 days from the date of infraction.

If an employee receives a written warning for an unexcused absence (on the form marked and attached hereto as Exhibit "C") which is placed in his personnel folder, such written warning shall be removed at the expiration of 1 year from the date of infraction.

Warnings removed from the employee's personnel file may be maintained by the City in a separate file for record keeping and documentation purposes.

Section 3. When an employee is to be discharged, given disciplinary layoff, an oral or written reprimand, or an investigation is being conducted which may result in disciplinary action, he/she shall be entitled to have a steward present, except where immediate action is required, as in situations endangering personnel, and a steward or officer is not available, in which case the employee may be suspended pending a meeting with the steward present. The employee may waive, in writing, the right to have a steward present.

ARTICLE 15 **GRIEVANCE PROCEDURE**

Section 1. There shall be an earnest and honest effort to settle differences and disputes promptly. An aggrieved employee shall first take up his grievance with his immediate supervisor. Upon the request of either of them, a steward shall be present. If any controversy or difference arises between an employee and the City with respect to the interpretation or application of this Agreement or the rights, obligation or liabilities of the parties hereunder with reference to this Agreement, then such controversy or difference shall be handled as follows:

Step 1: The employee or employees will present the grievance in writing on forms provided by the Union to the department supervisor within 5 work days of the time the employee becomes aware of the alleged grievance or could reasonably be assumed to have been aware of the alleged grievance. The employee shall be accompanied by a Union representative except as provided by law. Class grievances must be filed within 5 work days of the alleged cause for grievances. The Union will be entitled to be represented by the steward and management by the immediate supervisor, unless waived by the other side. The supervisor will schedule a meeting within 5 work days after the grievance has been presented to him. The supervisor will reply to the grievance within 5 work days of the meeting. If the employee does not refer the grievance to the next step of the grievance procedure within 5 work days after receipt of the decision rendered in this step, it shall be considered to have been satisfactorily resolved.

The grievance, as prepared in Step 1, shall be prepared in 5 copies by the grievant and given to the department supervisor under Step 1. The department supervisor shall make distribution of said copies as follows:

Retain one and deliver to:

1 Copy	Department Head
1 Copy	City Manager
1 Copy	Personnel
1 Copy	Local President

The 6th copy shall be retained by or forwarded to the employee or his representative.

If, through inadvertence, a copy is not distributed pursuant to the above, it shall not prejudice the grievance.

Step 2: The grievance, along with all correspondence, shall be submitted to the Department Head who shall investigate the grievance and schedule a grievance meeting within 5 work days. The Union will be entitled to be represented at the meeting by the steward and the chief steward and management by the immediate supervisor and the department head unless waived by the other side. Both the employee and management shall have the right to present such witnesses as are necessary for a complete airing of the grievance. At this step and subsequent steps, the employee may have up to four witnesses appear at the hearing. The department head shall reply to the grievance within 7 work days after the grievance meeting. If the grievance is not referred to the next step within 5 work days after receipt of the reply from the Department Head, it shall be presumed to have been satisfactorily resolved. If the department head fails to schedule the grievance meeting within 5 work days of its being submitted to him, the employee may, at his option and upon written notification delivered to the City Manager, take the grievance directly to Step 3.

Step 3: The grievance, with all correspondence, shall be submitted to the City Manager and/or his designated representative. The City Manager or his designated representative shall investigate the grievance and schedule a grievance meeting within five work days of receipt of the grievance. The Union will be entitled to be represented by the steward, chief steward, local Union president and the staff representative, unless waived by the other side. The City Manager or the designated representative shall reply to the grievance in writing within 7 work days after the grievance hearing. The grievance shall be considered to have been satisfactorily resolved unless a written notice of a request to arbitrate is received by the City Manager within 10 days after receipt of his reply to the grievance.

Step 4: Arbitration Procedure. After the delivery of the intent to arbitrate, either the City or the Union may request the appointment of an arbitrator by the Federal Mediation and Conciliation Service under its voluntary rules for labor matters. Nothing that happens after this Agreement expires shall give rise to any right under this Agreement nor shall it be subject to arbitration, except that no employee shall be deprived of any benefit vested under the terms of this Agreement and a claim of deprivation of contractually vested benefits shall continue to be subject to arbitration after the expiration of this Agreement. A date for arbitration hearing shall be set as soon as possible in accordance with the availability of the arbitrator and the needs of the City and the Union. The decision of the arbitrator shall be final and binding on all parties.

Section 2. Sharing of Costs: The City and the Union shall share equally in the expense of the arbitration.

Section 3. Time Limits: It is understood that the time limits imposed in this Article may be extended at any step by mutual consent. Similarly, any step in the grievance procedure may be eliminated by mutual consent.

Section 4. Arbitrator's Scope of Authority: The arbitrator shall have no power to add or subtract from or modify any of the terms of this Agreement. His sole authority and responsibility shall be to render an award on the matters presented to him.

Section 5. Duplicate Redress: Any matter subject to appeal to the Civil Service Board shall not be subject to the grievance procedure unless the employee waives, in writing, the right to appeal to the other agencies. Section 32 of the Charter of the City of Piqua also provides a grievance procedure which is hereby interpreted as the grievance procedure set forth in this Article 14.

Section 6. In any case when a decision of the appropriate Management representative is not given at Step 2 or Step 3 of the grievance procedure within the limits specified or within the period that may have been extended by mutual agreement, the grievance may be taken to the next step of the grievance procedure.

Section 7. The City will schedule all third step grievance meetings at a time when both the Ohio Council 8 Staff Representative and the grievant can attend.

Section 8. Any grievance that remains unresolved at step 3 may, by agreement of the parties, be submitted to a mediator. If the parties agree to mediate a grievance, step 4 and its time limits will be stayed until either party gives the other written notice that the party is withdrawing from the mediation effort. The following rules will apply to grievance mediation:

- a) The parties shall mutually select the mediator;
- b) The Local President or alternate appointed by him, will receive pay for regular working time lost for actual attendance at a mediation;
- c) Each party may select up to 4 persons to attend the mediation.
- d) Mediation efforts will be informal in nature and shall not include written opinions from the mediator unless mutually requested by the parties. If a grievance which has been mediated proceeds to arbitration, there shall be no reference in the arbitration proceeding to the fact that a mediation was held;
- e) Fees and expenses of the mediator shall be shared equally by the parties.

ARTICLE 16
WAIVER

Since both sides had the chance to bring up any appropriate subject in negotiations for this Agreement, they both give up the right to require the other to bargain about anything during the life of this Agreement.

The only exceptions are:

1. Bargaining for a new contract to succeed this one under Article 23;
2. Negotiations under Article 18, Effect of Laws; and
3. The new and changed jobs procedure under Article 5, Section 9

ARTICLE 17
SENIORITY ROSTER

Section 1. Each quarter the City shall provide to the President of the Local Union a roster of all bargaining unit employees. It shall be in order of length of service with the City and shall legibly state the employee's name, job classification, pay range, pay step, and the date the employee was placed in that pay step.

Section 2. Each quarter the City will provide to the President of the Local Union a roster of all seasonal and part-time employees. It shall contain name, job classification, pay rate, and date employed by the City.

ARTICLE 18
EFFECT OF LAWS

This Agreement is subject to all applicable laws, regulations, or provisions of the United States and State of Ohio, and, except for negotiable subjects, is subject to the City of Piqua Charter, general ordinances, resolutions, and Civil Service rules and regulations. All provisions of this Agreement shall, where reasonably possible, be interpreted to comply with applicable laws, provisions, ordinances, regulations and judicial decisions under them.

The City Commission shall adopt no ordinances, resolutions or other legislative matters in conflict with this Agreement. Neither the City Manager, nor his subordinates, shall adopt or issue any rules, regulations, orders, or other executive directives in conflict with this Agreement.

If any provision of this Agreement is contrary to the law or any authority set forth above, it shall be of no further force and effect, but the remainder of this Agreement shall remain in full force and effect. The City and the Union shall meet promptly, upon the request of either, to negotiate a lawful replacement provision. These negotiations shall

be in good faith, but the replacement provision itself shall not be subject either to arbitration or to impasse procedures.

ARTICLE 19
NEGOTIATION PAY

If meetings to negotiate a successor agreement are held during the working hours of the Local Union's President, Vice President, Chief Steward and Chapter Chair, such employees shall not suffer any loss in pay for time spent attending such meetings. If the President or Vice President is on any shift other than the first shift, he/she shall be assigned to the first shift on those working days on which negotiations are held.

ARTICLE 20
AMERICANS WITH DISABILITIES ACT AND
FAMILY AND MEDICAL LEAVE ACT
COMPLIANCE

Section 1. Compliance: The City has the right to take steps reasonably necessary to comply with the Americans with Disabilities Act and with the Family and Medical Leave Act, or to remove doubts about such compliance.

Section 2. Honesty: Any dishonesty in connection with obtaining benefits of any sort under the Americans with Disabilities Act or the Family and Medical Leave Act, including reasons for leave, statements of disability, statements of fitness for duty, or anything else, will result in discharge.

Section 3. Eligibility and Duration: Under the Family and Medical Leave Act, an employee who has been employed by the City of Piqua for at least one year and has worked at least 1,250 hours in the previous twelve months, may take up to twelve weeks of FMLA leave during a rolling twelve-month period, for any of the following reasons: the birth and care of a son or daughter; the placement with the employee of a son or daughter for adoption or foster care; when needed to care for the employee's spouse, child, or parent with a serious health condition; or because of the employee's serious health condition that makes the employee unable to perform the functions of his or her job. A "rolling twelve-month period" means the 365 (or 366 where applicable) days immediately preceding any day the employee takes leave.

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging alternative childcare, addressing certain financial and legal arrangements, attending

certain counseling sessions, and attending post-deployment reintegration briefings.

A special leave entitlement permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Section 4. Notice and Application: An employee must provide at least thirty days advance notice before the family or medical leave is to begin if the need for leave is foreseeable, such as for expected birth or planned medical treatment. If thirty days notice is not practicable, then the employee must provide notice on the day of or day after having knowledge. An employee shall complete a leave of absence application form, available from his or her supervisor, when beginning leave, or as soon after that as is practicable. The employee must list on this form the reasons for the requested leave, the expected start of the leave, and the expected length of the leave. If the employee is requesting intermittent leave or a reduced leave schedule, the employee shall state the reasons why the intermittent leave or a reduced leave schedule is medically necessary and the schedule of treatment. (Intermittent leave and reduced leave schedule are not available for birth or adoption leaves).

Section 5. Medical Certification: An employee requesting leave to care for the employee's spouse, child or parent, or due to the employee's own serious health condition, must submit a medical certification completed by the health care provider of the employee or the employee's ill family member, demonstrating the need for the leave. The City of Piqua will provide a form for this. If the employee's leave (whether full time, intermittent, or on a reduced schedule) is for more than thirty days, then he or she shall submit a new medical certification after thirty days, and after each thirty days after that. When the duration of the condition listed in the original certification exceeds 30 days, a new medical certification shall be required if the employee's leave is beyond the specified duration or every six months, whichever occurs first. A second opinion may be required; a third opinion may also be required if needed to resolve a dispute between the first and second opinions.

Section 6. Pay and Benefits: All family and medical leaves are without pay, except employees will be required to use all paid leave, paid personal days and vacation for absences covered by the Family and Medical Leave Act prior to being granted leave without pay. The unpaid portion of family and medical leaves are without benefits, except that group health and hospitalization insurance will be continued during the family and medical leave (up to twelve weeks in a twelve month period) with the same terms, conditions and employee contributions applicable to employees who are actively at work.

Section 7. Return From Family or Medical Leave: Employees must tell their supervisor of the date they will be able to return to work, in writing, no later than one week in advance. An employee on medical leave due to the employee's own serious health condition must, as a condition to returning to work, submit a medical certificate releasing the employee to return to his or her job.

Section 8. Restrictions: All leave which may be available or taken under the Family and Medical Leave Act is subject to the restrictions, limitations and conditions provided in that law and any valid regulations promulgated under it.

ARTICLE 21 EMPLOYEE NOTIFICATION

Employees are required to keep the City informed of their current address, telephone number, operator's license, commercial driver's license status and dependency status.

ARTICLE 22 DRUGS AND ALCOHOL

The purpose of this Article is to provide a safer work environment, to improve an employee's health and job performance when affected by the abuse of alcohol or drugs, and to provide guidelines for the consistent handling of alcohol and drug-related situations.

Section 1. Use of Alcohol and Drugs.

- A. Employees shall not possess, sell, distribute or use alcohol or controlled substances while on the job, including meal periods.
- B. Employees shall not work or report to work under the influence of alcohol or controlled substances, except as provided in subparagraph C or D below.
- C. Employees must report to their supervisors when they are experiencing a reaction to a prescription or over-the-counter drug which may affect their ability to do their job.
- D. Employees called into work due to manpower shortage, emergency or other similar incident will report to the supervisor on duty any usage of alcohol.
- E. If an employee is called into work after consuming alcohol or is reporting to work when experiencing a reaction to a prescription or over-the-counter drug which may affect his ability to do his job, and reports this to the on-duty supervisor as

required in subparagraph C or D above, the on-duty supervisor will make a determination as to fitness for duty.

Section 2. Dependency Treatment.

- A. Employees are urged to request assistance with any drug or alcohol problem before disciplinary action is necessary. If an employee advises the City of a drug or alcohol problem, the employee will be urged to receive counseling and, if necessary, will be permitted to take accrued paid sick leave or vacation to receive the recommended treatment. If an employee has exhausted accrued paid sick leave and vacation, he may apply for an unpaid personal leave of absence for the period of time necessary to receive the recommended treatment, which application shall not be unreasonably denied.
- B. Alcoholism and chemical dependencies are treatable. Employees covered by City-sponsored health insurance have limited coverage for treatment of alcoholism and chemical dependency. Any costs associated with treatment that are not covered by insurance will be the responsibility of the employee.

Section 3. Testing Procedure.

- A. Drug and/or alcohol testing will be conducted when there is a reasonable suspicion that an employee is using or possessing controlled substances or alcohol, or abusing a controlled substance at work, or is working or reporting to work under the influence of illegal drugs, alcohol or an abused controlled substance. Reasonable suspicion may be based upon, but is not limited to, unexplained and excessive absence, a reliable report, reporting to work with the odor of alcohol or marijuana on an employee, unusual behavior such as slurred speech or lack of coordination, or the possession of drug paraphernalia.
- B. The City shall identify to the employee and the employee's union representative the basis for reasonable suspicion. The City may withhold the names of persons who have provided information if the City identifies facts and circumstances which independently provide a basis for reasonable suspicion.
- C. Drug and/or alcohol testing also will be conducted when an employee is involved in an on-duty accident or other on-duty incident which results in physical harm or property damage.
- D. Testing will require that the employee provide a urine, blood, breath or saliva sample, or some other medically accepted procedure will be used. Any time an employee is requested to take a drug or alcohol test, the employee will be required to sign an authorization form permitting the physician or lab to conduct the test and release the results to the City and the employee. Refusal to sign the authorization form or to submit immediately to a requested drug or alcohol test

will be considered insubordination and will subject the employee to discharge.

- E. All test samples will be given at a licensed testing facility selected by the City, sealed and properly identified. Testing will be conducted by a certified laboratory, and the test results will be considered a confidential medical record not subject to public disclosure. Results will be distributed to the City and the employee only. Positive drug screens results will be confirmed by gas chromatography/mass spectrometry (GC/MS). Drugs being screened may include any controlled substance contained in Schedules I through V of Section 202 of the Controlled Substance Act, Section 21 U.S.C. 812, or as defined in O.R.C. 3719.01.
- F. When testing is done on blood, urine or saliva samples, a minimum of three samples will be collected. One sample will be sent to the lab of the City's choosing. One other sample may, at the employee's choice, will be sent to a lab of the employee's choosing, or the sample will be preserved in the proper manner to be tested in the case of positive results on the first sample. The third sample will be preserved in the proper manner to be tested by a different lab selected by the City if the results of the City's and the employee's first test are in conflict. If this is the case, the results of the third test shall be controlling.

Section 4. Rehabilitation and Counseling.

- A. An employee who tests positive for drugs or alcohol under this Article shall be given one opportunity for rehabilitation, provided that the employee's only rule violation is working or reporting to work under the influence of alcohol or controlled substances. An employee who violates any other rule under this Article shall be subject to disciplinary action, which may include discharge, for the first offense.
- B. A positive drug or alcohol test, or a drug or alcohol problem, shall not excuse or mitigate any other misconduct (e.g., insubordination or dishonesty). The City shall respond to such misconduct by applying the same principles of disciplinary action as it would apply to an employee who had no positive test result and no drug or alcohol problem.
- C. An employee who is entitled to an opportunity for rehabilitation under this Article will be relieved from duty immediately and placed on paid accrued sick leave, if available. This leave may be conditioned upon receipt of reports that the employee is cooperating and making reasonable progress in the treatment program.
- D. Within 45 days of entering the treatment program the employee must provide satisfactory medical evidence that he has completed the program and is fit to return to work and must pass another drug/alcohol screen. This time limit can be

extended based on satisfactory medical evidence that a longer time is justified. However, no period longer than 6 months total from the date of the original positive test will be permitted. Failure to meet these conditions will result in termination of employment. Accrued sick leave up to a maximum of 60 calendar days and accrued vacation may be used for this leave; otherwise this leave will be unpaid.

- E. The treatment program must be provided by a facility accredited by the Joint Commission on the Accreditation of Hospitals and/or licensed through an appropriate state agency.
- F. Any employee who successfully completes a drug/alcohol program as described above and successfully passes an alcohol/drug screen shall be reinstated to his former position without loss of time in grade.
- G. The City may require up to two tests of an employee during the six month period after an employee has completed a rehabilitation program. These tests need not be based upon a reasonable suspicion of drug or alcohol use. If either test is positive, the employee's employment shall be terminated.

Section 5. Drug-Free Workplace Program.

The City shall adopt policies for the administration of this Article consistent with the requirements of the Ohio BWC Drug-Free Workplace Program.

Section 6. CDL Testing.

The City shall continue to maintain an alcohol and drug testing policy in compliance with Federal Highway Administration regulations. This Article supplements the City's existing CDL alcohol and drug testing policy.

Section 7. Appeal.

An employee may appeal any action taken by the City under this Article through the grievance procedure.

ARTICLE 23
DURATION

This Agreement will be in effect from October 1, 2012, through 11:59 P.M. December 31, 2013 and will then terminate. Upon the request of either party, negotiations for a new Agreement will begin 90 days before that date, and the parties will try to conclude negotiations by 45 days before that date.

CITY OF PIQUA

OHIO COUNCIL 8 AMERICAN
FEDERATION OF STATE, LOCAL
& MUNICIPAL EMPLOYEES,
AFL-CIO, AND ITS LOCAL # 984

Date Signed _____

RESOLUTION NO. R-116-12

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LABOR CONTRACT WITH LOCAL UNION 984, OHIO COUNCIL 8, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, CLERICAL-TECHNICAL UNIT

WHEREAS, the City Manager has negotiated a bargaining unit contract with Local 984, Ohio Council 8, American Federation of State, County, and Municipal Employees, Clerical-Technical Unit; and

WHEREAS, said contact is just and reasonable and in the best interest of the City and its employees;

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 bargaining unit contract between the City and Local 984, Ohio Council 8, American Federation of State, County, and Municipal Employees, Clerical-Technical Unit, to be in effect from October 2012 through December 31, 2013, inclusive, is hereby approved, and the City Manager is hereby authorized to execute said contract on behalf of this Commission;

SEC. 2: This resolution and wages included will replace the wages in Chapter 33, Schedule E, of the Piqua Code;

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

AGREEMENT
BETWEEN
THE CITY OF PIQUA
AND
LOCAL NO. 984 AND
OHIO COUNCIL 8, AFSCME
(CLERICAL – TECHNICAL)
10/01/12 - 12-31-13

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ARTICLE 1
COOPERATION

Section 1 The City of Piqua ("City") and Local No. 984 and Ohio Council 8, AFSCME, ("Union") mutually agree to use their best efforts to serve the citizens of the City and the public in general, to achieve a better understanding, mutual respect and fair dealing among the City, the Union and the employees included in the bargaining unit, and to insure the efficient and uninterrupted delivery of services of the City to its citizens. The officers of the City and the Union accept their responsibilities as guardians of the public trust. The City and the Union intend to benefit the public with the terms of this Agreement. The male pronoun in this Agreement refers to both men and women.

Unless otherwise specified, the authorized representative of the City of Piqua for the purpose of this Agreement is the City Manager, the Human Resources Director and any other agent of the City appointed by the City Manager in his absence. When the City Manager designates someone in authority in his absence, he shall notify the Union in writing of the designation.

ARTICLE 2
RECOGNITION

Section 1 The City recognizes the Union as the sole and exclusive bargaining agent for, and this Agreement covers, all regular full-time and regular part-time clerical and technical employees of the City, excluding all police and fire department employees, management-level employees, professional employees, confidential employees, and supervisors as defined in the Act. The excluded confidential employees include the secretary to the City Manager, the secretary to the Assistant City Manager, the secretary to the Finance Director, the secretary to the Utilities Director and City Engineer, the secretary to the Power System Director, the secretary to the Human Resources Director, the secretary to the Water System Superintendent, the Clerk to the City Commission, and the secretary to Law Director.

Section 2 During the period this Agreement is in effect, the City will deduct regular union dues from the wages of employees who individually and voluntarily authorize and direct such deductions on forms approved by the City and supplied by the Union. The authorization and direction shall be irrevocable for a period of one year or for the remaining period of the applicable collective bargaining agreement between the City and the Union, whichever shall be shorter, and shall be automatically renewed and irrevocable for successive periods of one year or for the period of each succeeding applicable collective bargaining agreement between the City and the Union, whichever shall be shorter, unless written notice to revoke such authorization is given by the employee to the City not more than 40 days nor less than 10 days prior to the expiration of any such one-year period, or the expiration of any such collective bargaining agreement. The Union shall hold the City harmless from any liability arising out of any action taken by it or omitted by it in compliance with or in an attempt to comply with the

provisions of this Article. Union dues shall be transmitted to the Union by the City within 10 days from the date the deduction was made.

Section 3 All employees, who do not become members in good standing of the Union, shall pay a fair share fee to the Union effective 60 days from the employee's date of hire as a condition of employment. The fair share fee amount shall be certified to the City by Ohio Council 8 or the Secretary-Treasurer of the Local Union, in writing, but shall not be an amount larger than the dues amount paid by members, as provided in Ohio Revised Code 4117.09(C). Deductions of the fair share fee from any earnings of the employee shall be automatic and shall not require written authorization for payroll deduction. Payment to the Union of fair share fees shall be made in accordance with procedures for delivery of regular dues deductions as provided in this Agreement.

Section 4 Assurance of Legal Compliance: Ohio Council 8 and Local 984 each assure the City and promises that they will comply with all applicable substantive and procedural legal requirements in connection with the Fair Share clause (Article II, Section 3) as determined by the United States Supreme Court. This includes a notice to all Fair Share fee payers at least once a year, giving them all information required and providing Fair Share fee payers procedures for contesting their share as required by applicable law.

Annually, upon issuance, Ohio Council 8 and Local 984 will provide the City with a copy of the Fair Share Fee notice. They will also provide to the City, upon request, any additional information which is relevant and necessary for the City to determine compliance with the law and to carry out the City's obligations on behalf of its employees, to assure their constitutional rights as between the City and its employees. The failure of the Union to carry out their obligations does not relieve the City of the responsibility it must bear by law towards those employees. The City will take all steps required by law to carry out those responsibilities.

As between the Union and the City, the Union will reimburse the City for any losses it incurs by reason of the Union's failure to carry out their obligations under the Fair Share Fee clause.

ARTICLE 3

NO STRIKE - NO LOCKOUT

There will be no strikes of any kind, including sympathetic strikes, during this Agreement, whether for foreseeable or unforeseeable reasons. "Strike" includes any work stoppage, slowdown, picketing, or any other concerted activity, or attempt at concerted activity, which would interrupt or limit the performance of services. Neither the Union nor any employee will encourage, authorize, participate in or condone any strike.

The Union will use its best efforts to prevent any violation of this Section and to terminate any violation should one occur.

If a violation of this Section occurs, the Union will publicly denounce the strike, and will provide the City with written notice that the strike is not authorized, is in violation of this Agreement, and is not to be honored. If the Union carries out its obligations under this Section, it shall have no financial liability for any such violation.

The City shall have the right to discharge, demote, suspend, or in place of suspension to cause the forfeiture of a like number of days of paid vacation or holidays, or otherwise discipline employees for violation of this Section. Employees so disciplined shall have recourse to the grievance and arbitration procedure, but the discipline imposed shall not be overturned unless the employee is found innocent of any violation, and the arbitrator shall have no authority or jurisdiction to reduce or modify discipline, except upon such a finding of innocence.

In the event of a claim by the City of a violation of this Section, written or electronic notice shall be given to the Union. The City may seek appropriate court relief or may at its option request the Federal Mediation and Conciliation Service to appoint an arbitrator to hear and decide the claim on an emergency basis. The hearing shall be held within 48 hours or as soon after that as possible. The parties may not file and the arbitrator shall not receive post-hearing briefs with respect to the issuance of an immediate restraining order. The arbitrator shall rule from the bench and, if he finds that this Section has been violated, he shall immediately issue an award prohibiting continuation or resumption of the strike. The arbitrator shall have the authority to continue the hearing and to request post-hearing briefs with respect to the issue of damages.

The City agrees that it will not lockout or prevent employees from performing their regularly assigned duties.

ARTICLE 4 **UNION BUSINESS**

Section 1 The Union shall certify in writing to the City the names of the steward(s).

These certifications shall be kept current by the Union at all times and they shall be verified on an annual basis.

Section 2 When an employee is to be discharged, given disciplinary layoff, or an oral or written reprimand, a steward shall be present upon the request of the employee or the supervisor, except where immediate action is required, as in situations endangering personnel, and a steward or officer is not available, in which case the employee may be suspended pending a meeting with the steward present. The supervisor shall advise the employee of the rights under this Section which may be waived by signing a release and presenting it to a steward.

Section 3 All Union business shall be conducted on the employee's own time, and not on the time paid for by the City. The only exception will be grievance meetings

between the City and the Union representative specified in the grievance procedure (but not including arbitrations), where both the City and the Union agree to hold such meetings during working hours, discipline or discharge meetings conducted under Section 2 above, and such necessary time (not to exceed 15 minutes per shift) spent in drafting, investigating, and filing grievances, in which cases employees shall be paid for regularly scheduled hours which are lost through necessary attendance at such meetings or in connection with such activities. This 15 minutes may be extended an additional 15 minutes by supervision; neither a Union officer nor a supervisor shall take improper advantage of the other. No City equipment, including printing equipment, radios, and City transport, shall be used for Union business, except that such limited use of vehicles or communications equipment as may be necessary to enable Union representatives to perform legitimate Union functions during working hours not otherwise prohibited, shall not violate this general prohibition. Employee Union officials shall seek permission from their own supervisor, or another member of management if the immediate supervisor is not available, before leaving their place of work to process a grievance. The local President, or an alternate appointed by him/her, will receive pay for regular working time lost for actual attendance at an arbitration.

Section 4 A Union representative (non-City employee or City employee on own time) may visit the premises at reasonable times during working hours for the purpose of observing compliance with this Agreement. He/she shall first contact the appropriate supervisor and have that supervisor's consent. He/she shall not in fact interfere with any City operations and shall comply with all conditions placed by the supervisor on his/her visit.

Section 5 Bulletin Boards: The City will provide a glass enclosed bulletin board with a lock in the Annex Building at the Finance Department for the exclusive use of the Union. The Union shall keep all keys to this board. Neither the Union nor anyone else will use the bulletin board to bad-mouth the City.

ARTICLE 5 **WAGES**

Section 1 Wage Rates: The hourly wage rates applicable to positions covered by this Agreement shall be increased by 3.25% effective October 1, 2012.

Section 2 Steps: Each of the various pay ranges in the Appendix shall be divided into five steps, A through E. The time in grade for each step before the employee is eligible for a step increase is one year.

When an employee is permanently transferred to a job with equal or lower pay, he/she shall start in the new classification at the step which will provide an equal hourly rate or the least hourly reduction possible.

When an employee is permanently transferred to a job with higher pay, he/she shall start in the new classification at the step which will provide the smallest possible full step increase.

When there is a layoff and an employee bumps into another job with equal or lower pay, he/she shall start in the new classification at the step which will provide an equal hourly rate or the least hourly reduction possible.

When there is a call-back, an employee recalled to a previously held position will return to his/her previous step in that classification.

Section 3 Step increases will be given as provided by applicable City ordinance or personnel regulations. Each employee's performance will be rated by his/her supervisor prior to the anniversary date the employee is eligible, by time in classification, for consideration for a step increase. An employee must receive a rating of satisfactory or better to receive a step increase. These ratings will serve not only for step increases, but also for placing probationary employees into permanent status and for promoting or transferring employees into new classifications. Employees at the top step will have their performance rated by their supervisor annually.

An employee who receives a rating of less than satisfactory may request reevaluation after 90 days from the date of the previous performance rating.

Rating forms, when completed, will be discussed with the employee. The employee is required to sign it as evidence of the fact that it has been reviewed and a copy will be returned to the employee. The signature does not necessarily mean that the employee is satisfied with the rating. If an employee receives two consecutive unsatisfactory ratings, the employee is subject to demotion or discharge.

Section 4 Overtime: Employees shall receive time and one-half their regular rate for hours of work in excess of eight in any one day (except where employees have mutually agreed to trade shifts) and in excess of 40 straight time hours worked in any week. Employees shall receive double their regular rate for work on Sunday. There shall be no pyramiding of overtime.

Section 5 Flextime: (a) A flextime schedule is defined as a schedule mutually agreed to by the City and an employee under which the employee works a schedule different from the traditional eight hours a day, five days a week schedule. Examples include: (a) working ten hours a day Monday through Thursday, with no work on Friday; (b) working nine hours a day Monday through Thursday and four hours on Friday; or (c) working ten hours a day Monday through Wednesday and five hours a day on Thursday and Friday. These examples are for illustration only and are not intended to be the only flextime schedules possible under this agreement.

(b) If the City and an employee mutually agree upon a flextime schedule, the employee shall not receive overtime pay for hours of work in excess of eight in any one day or in excess of eight consecutive hours worked. Instead, the employee shall

receive the employee's regular rate of pay for all hours worked under the flextime schedule up to 40 hours in any week. The employee shall receive overtime pay at time and one-half the employee's regular rate for all hours worked in excess of 40 straight time hours in any week (except where double time applies).

Section 6 Work Week and Pay Period: The normal work week shall consist of eight hours per day, five days per week, Monday through Friday, except where other scheduling normally applies. The lunch period may be used as flex time with prior supervisor approval. Determination of starting and quitting times shall be made by the City and schedules may be changed by the City from time to time to suit varying conditions of the various departments.

The pay period is from 12:01 A.M. on Monday through 12:00 midnight the following Sunday. The City may switch from paying employees on a weekly basis to paying employees once every two weeks, provided that the City will give employees and the Union at least 8 weeks notice before putting such change into effect.

No continuous outside work shall be required when the temperature is 10 degrees F or below, except during emergencies. This provision shall apply to all departments. Even in emergency circumstances, employees shall be permitted to warm themselves at reasonable intervals.

Section 7 New or Changed Jobs: In the event that a new job is created, or an existing job is so changed as to necessitate a change in wage rate, the City shall establish a temporary rate and shall promptly proceed to meet with the Union to negotiate a permanent rate. The Union shall be given advance notification of the job. If no agreement can be reached within 30 days, the City shall decide on the rate in effect, provided, however, that any revision of this rate later agreed upon (including any individual rate adjustment made as a result of negotiations for the next contract) shall be fully retroactive. In no event shall the establishment or revision of wage rates be subject to the grievance or arbitration procedure.

Section 8 Part-time, Seasonal and Temporary Employees:

Part-time employees are employees who regularly work an average of less than 30 hours per week.

Seasonal and temporary employees are employees who are hired without an expectation of long term employment, including (a) students employed for any length of time while still in school or through co-op programs, and (b) employees who work six months or less per calendar year (but in no case more than six consecutive months). Such employees are not covered by this Agreement.

Section 9 Uniforms: The City will either rent or purchase 11 uniforms and two jackets each for the engineering technicians and traffic signal technician. These employees must wear their uniforms at work and will not wear them at any other time except going to and coming from work. The City shall reimburse an employee classified

as an Engineering Technician or a Traffic Signal Technician for one pair of approved work boots each year, up to \$120, upon receiving a receipt from the employee.

Section 10 When an employee is temporarily performing a higher rated job for four hours or more, the employee shall receive pay at his next higher step for the time worked in the temporary job for the full shift.

The next higher step for an employee who has a wage rate of Step E for his/her classification is 105% of his/her current wage rate.

Section 11 Personal Cars: Employees who are requested by their supervisor to use their personal car in the performance of their duties will be compensated. Monthly mileage reports must be filed and approved before payment will be made. No employee shall be required to use his/her personal car in the performance of his/her duties.

Section 12 Call-In Pay: Call-in pay is for work performed by an employee who has been recalled to duty at a time disconnected with the employee's normal work day or shift. Employees so recalled Monday through Saturday shall be compensated with a minimum of two hours pay at time and one-half, and two hours at double time on Sunday. If more than two hours are required to complete the work for which the employee was called in, such employee shall be compensated for the hours actually worked at time and one-half their regular rate, except where double time applies.

Section 13 Section 12 of this Article does not apply to work performed at a time disconnected with an employee's normal work day or shift if such work is a regularly scheduled or routine part of the employee's job.

Section 14 Part-time employees will be paid the wage rate set forth in the Appendix at Step A for the applicable classification. Part time employees will remain at Step A for the life of the Agreement.

ARTICLE 6 **HOLIDAYS**

Section 1 The following are recognized as holidays under this Agreement: New Year's Day, Martin Luther King's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, the day before Christmas and Christmas Day.

Section 2 If a holiday falls on a Saturday, the preceding Friday will be observed as a holiday. If a holiday falls on a Sunday, the following Monday shall be observed as a holiday. For purposes of this Article, employees who work other than a normal schedule will have their first day off treated as Saturday and their second day off treated as Sunday.

Section 3 In order for a full-time employee to receive pay for the holiday, the employee must work the employee's scheduled shift immediately before and immediately after the holiday. Full-time employees on vacation, approved sick leave, or leave of absence with pay (including paid funeral leave), shall be considered as working their regular scheduled days for purposes of this Article. Part-time employees shall not receive pay for a holiday.

Section 4 Eligible employees who are not scheduled to work on a designated holiday shall be paid eight hours work at applicable straight time. Eligible employees who work on a designated holiday shall be paid their holiday pay, plus one and one-half their regular rate of pay for all hours actually worked.

Section 5 Personal Leave Days: Employees will be credited with five (5) personal leave days effective May 1st of each year. Employees with less than one year's service with the City on May 1st will receive a pro-rated amount of personal leave. Personal leave days may be taken only on a day mutually agreeable to the employee and the employee's supervisor. Personal leave may be taken from May 1 to April 30 of the following year, provided that seniority vacation requests made under Article 7, Section 3 shall have priority over and shall supersede previously scheduled personal leave days. Personal leave days not take by the following May 1st will be forfeited. The City's consent will not be unreasonably withheld. The City shall give the employee a copy of the employee's denial or approval of request forms for use of personal leave days within five (5) working days.

ARTICLE 7 **VACATIONS**

Section 1 Vacation and vacation pay shall be granted to all full time employees who have completed at least one full year of service on the following basis: 10 days after the first full year of service, 15 days after eight years of continuous service, 20 days after 15 years continuous service, and 25 days after 25 years of continuous service. In addition, any employee who has accumulated in excess of 60 sick leave days at the termination of his regular vacation may convert sick days to vacation days as described in Article 8, Section 4. No employee shall receive more than six (6) week's vacation credit in one year.

It is agreed that any person hired as a full-time employee by the City of Piqua will be given credit for prior service with other political subdivisions of the State of Ohio for the purpose of determining the amount of vacation the person will receive as an employee of the City of Piqua. Such prior service, if any, will be recognized after one year of employment with the City of Piqua.

Section 2 Vacations must be scheduled in advance with the employee's supervisor. The vacation period for each employee will begin on the first anniversary date of employment. Vacation credits will be granted on a monthly basis and can be

used at any time before the employee's next anniversary date. Vacation credits cannot be carried over from one anniversary date to the next.

Section 3 Subject to scheduling requirements and approval by the City, department seniority shall determine which employees have first choice of vacation days, provided such choices are made during the month of January for the selection period of January through the next January. Requests made after February 1 shall be granted on a first to apply shall have first choice basis. Requests for vacation after the January vacation scheduling period will be returned to the employee within five (5) working days of submission. If the City cancels an employee's scheduled vacation, scheduled 30 or more days in advance, with less than 30 days notice, and without the employee's agreement, the employee will receive an extra \$.50 per hour for time worked during the period of canceled vacation.

Any unused vacation not covered by a choice made in January may be scheduled by supervision, such schedules to be posted during the month of February. Requests to change that schedule or to add unscheduled vacation will be considered only if at least one weeks' notice is given and will be granted as scheduling permits, consistent with efficient operations. In cases of conflict, the first to apply shall have first choice. The supervisor may waive the requirement of one week's notice, but such waiver is solely at the supervisor's discretion and an employee whose request for a waiver is rejected has no recourse to the grievance procedure.

Section 4 In the case of retirement, resignation, disability, dismissal or death, vacation credit will be prorated according to the terms listed below:

Employees entitled to two weeks shall be paid .8333 days for each full month worked beyond his/her anniversary date.

Employees entitled to three weeks shall be paid 1.25 days for each full month worked beyond his/her anniversary date.

Employees entitled to four weeks shall be paid 1.6667 days for each full month worked beyond his/her anniversary date.

Employees entitled to five weeks shall be paid 2.0833 days for each full month worked beyond his/her anniversary date.

Section 5 The City Manager may, in special and meritorious cases, permit an employee to accumulate and carry over two (2) weeks vacation leave to the following anniversary year. Vacation taken in any one continuous period shall not be in excess of four (4) weeks.

Section 6 An employee who is entitled to a vacation of two or more weeks may convert up to forty (40) hours per year to cash in place of time off if the employee notifies the City at least two weeks before the employee wishes the payment.

ARTICLE 8

SICK LEAVE

Section 1 Full time employees shall earn and accumulate sick leave credits on the basis of a maximum of one and one-quarter (1 ¼) days (10 hours) for each completed month of service. Regular part time employees and full time employees who receive pay for less than a full month shall earn and accumulate sick leave credits for each completed month of service pro-rated in accordance with their paid hours for that month. Credit shall be accumulated by employees on extended sick leave only if there is an intention to and a reasonable expectation of a return to work. Unused sick leave shall be accumulated up to 1440 hours for sick leave purposes. Accumulated sick leave may not be converted except as specified in this Article.

Section 2 Use of Sick Leave: Sick leave may be used for absence due to illness, injury, treatment of illness or injury, an employee's enforced quarantine due to exposure to a contagious disease and, where it reasonably necessitates the employee's absence, for illness or injury in employee's immediate family. Immediate family means spouse, parent (natural, step or in-law), children (natural or step), or other relative living in the employee's household. Sick leave will not be granted while an employee is on vacation unless proof of illness or injury is submitted. A reasonable amount of time for traveling to and from the site where an illness or injury is treated will be considered as sick leave. Attendance provisions are contained in Article 11.

Section 3 Approval of Sick Pay: The City reserves the right to require the employee to complete an absence slip and turn it into the immediate supervisor for approval before sick leave pay is granted. The City also reserves the right to require a medical examination by a physician designated by the City as a condition for granting sick leave pay, under the procedures described in Article 9, Section 4. Probationary employees must work a minimum of thirty calendar days before sick leave can be granted. The Union agrees to support the City in its efforts to control the misuse of sick leave.

With the City Manager's approval, any employee in cases of hardship with full intentions and a reasonable expectation of staying as a City employee, may be advanced sick leave up to one year's credit (120 hours) when needed and requested. Accumulated sick leave, vacation and personal days must be taken before an advancement of sick leave will be made. If the employee's employment terminates before the 120 hours or time advanced is earned, the employee must pay back in cash the unearned time to the City within six months of termination of employment except where the termination of employment is due to death or termination by the City.

Section 4 Conversion to Cash or Vacation: Employees may convert up to a maximum of 40 hours in excess of 480 hours accumulated sick leave to cash or vacation once during any calendar year. This conversion will be on the basis on one day of cash or vacation for one day of sick leave.

It is agreed that sick leave which can be converted to cash is sick leave which was earned in years prior to the year in which the conversions occur.

Section 5 Conversion Upon Termination or Permanent Layoff: Employees with eight years of service or more, except for those discharged for conviction of theft, theft related offense or felony, may convert up to the same number of hours accumulated and unused sick leave upon termination of employment or permanent layoff as indicated in Section 6 below. Sick leave will be converted on the basis of the following formula:

Employees with eight to 15 years of service may receive one (1) hours pay for each three (3) hours accumulated and unused sick leave.

Employees with 16 to 25 years of service may receive one (1) hours pay for each two (2) hours accumulated and unused sick leave.

Employees with over 25 years of service may receive one (1) hours pay for each one (1) hour accumulated and unused sick leave.

This payment may be made weekly or in a lump sum at the option of the City's Department of Finance.

Section 6 Conversion Upon Retirement or Death:

(A) There shall be payable to an employee, upon retirement in accordance with the provisions of the Ohio Public Employees Retirement System or upon death of an active employee, to the employee's beneficiary designated in writing on the form provided by the City and delivered to the City (or if no valid designation has been made, the estate), in addition to any OPERS benefits, payment for all accumulated sick leave up to and including 1440 hours (720 hours for employees hired after November 13, 2003). This payment may be made weekly or in a lump sum at the option of the Director of Finance, with due regard to the financial status of the City.

Conversion of unused sick leave credited to employees who receive retirement or death benefits shall be on the basis of one (1) hour for each one (1) hour accumulated up to the applicable maximum. Conversion of unused sick leave credited to employees who are permanently laid off shall be on the basis on one (1) hour for each one (1) hour accumulated up to a maximum of 960 hours (480 hours for employees hired after the date of this Agreement).

Contributions to OPERS will be made on sick leave converted to cash should OPERS require contributions. OPERS will determine if contributions are to be included in the calculation of average wage.

(B) Conversion for New Employees

For employees hired after November 14, 2003, unused sick leave shall be cumulative up to and including 720 hours for retirement and death benefits, and shall be

cumulative up to and including 480 hours upon other termination of employment (except discharge for conviction of any theft, theft related offense or felony), on the same conversion formula applicable to employees hired before November 14, 2003. Upon retirement, the employee shall also be paid for accumulated sick leave, at the current hourly rate, for hours earned above 720 hours up to 1560 hours at the rate of 1 for 3, for a combined maximum total of 1000 hours.

For employees hired after November 1, 2011, unused sick time shall be cumulative up to and including 480 hours for retirement and death benefits, and shall be cumulative up to an including 480 hours upon other termination of employment (except for dismissal for conviction of any theft, theft related offense or felony offense), on the same conversion formula applicable to employees hired before November 1, 2011. Upon retirement, the employee shall also be paid for accumulated sick time, at the current hourly rate, for hours earned above 480 hours up to 720 at the rate of 1 for 3, for a combined total of up to 560 hours.

Section 7 Sick Leave Donation:

- a. All available time (sick time, personal and vacation time) is to be exhausted before being eligible to receive donations of sick time.
- b. The recipient will receive donated hours on an as required, hourly basis only.
- c. The hours donated but not used remain with the donor. The maximum number of hours donated per employee is forty (40). Employees with a minimum of 480 hours accumulated sick leave may be allowed to donate in excess of forty (40) hours with the approval of the City Manager.
- d. The hours donated will be kept on an equity basis i.e., the number of hours credited will be based upon donor and recipient pay rate conversions to hours.
- e. Hours donated will be used in the order in which they are received.

ARTICLE 9
INJURY PAY

Section 1 If an employee suffers a compensable injury during the course of employment with the City while performing an assigned task, the City will pay the employee's normal weekly wage for up to 26 weeks following the date of injury. Such payments shall take the place of the employee's receipt of temporary total disability payments for the period of time during which injury pay is provided. If a Worker's Compensation check for temporary total disability is issued, the employee must endorse his Workers' Compensation check over to the City in order to receive injury pay for the period of time covered by the Worker's Compensation check. Any payment by the City shall not act as or be construed as an admission of liability or waiver to any defenses it may have should litigation be pursued.

Section 2 An employee who suffers a compensable injury during the course of employment with the City while performing an assigned task, will be paid his/her wages while receiving medical treatment, but the total payment for time worked and medical treatment shall not exceed eight hours.

Section 3 The City may require an employee to perform duties within the limitations of such injury during the period of the compensable injury. The City and the Union agree to support a transitional work program to help injured workers return to their regular job duties by temporarily providing more limited job duties consistent with the medical restrictions resulting from the allowed conditions in an employee's workers' compensation claim. In order to provide an employee with suitable transitional work, the City may assign the employee to work in a different job classification or department, or to a temporary transitional work job created specifically to accommodate an injured worker's medical restrictions. During the time the City provides transitional work, the City will continue to pay the employee the pay rate applicable to the employee's regular job classification.

Section 4 In determining an employee's mental or physical ability to perform work under this Article or under any provision of this Agreement, the City may rely upon medical evidence presented by the employee, or may require the employee to submit to an examination by a physician selected and paid for by the City. If an employee does not agree with the results of the City's examination, he/she may appeal to a third physician agreed upon by the City's physician and the employee's physician. The results of the third physician shall be binding on the City and the employee, and the examination shall be paid half by the City and half by the employee.

ARTICLE 10

LEAVE OF ABSENCE

Section 1 Temporary leave of absence, with or without pay, for training purposes or for any other objective related to the employee's work may be granted and renewed by the City Manager for such periods as the City Manager may consider justifiable within the limitations of the budget.

Section 2 Personal leave of absence without pay may be granted by the City Manager for periods of time not to exceed one year for any other reason that the City Manager may consider to be to the benefit of the City, including, but not limited to, leaves of absence for military duties, and for illness or disability not caused by the actual performance of official duties where the employee has exhausted accumulated sick leave benefits. Any such leave so granted may be extended or renewed for additional periods of time not to exceed one year for each extension. The City may require a medical examination by a physician designated by the City, under the procedure described in Article 9, Section 4 as a condition for reinstatement.

Section 3 An employee on a leave of absence without pay shall not earn sick leave or vacation during the period of the leave of absence. An employee on a leave of

absence without pay shall not receive pay for a holiday that falls during the period of the leave of absence.

Section 4 Funeral Leave: An employee shall be paid for eight hours for each day lost at the regular rate due to absence caused by death in an employee's immediate family. Three (3) days shall be allowed under this Section for immediate family members. Immediate family means: spouse, parent (natural, step or in-law), child (natural, step, adopted or foster), grandparent, grandchild, brother or sister (natural, step, or in-law). Other relatives living in the same household as the employee shall be considered as immediate family. One day will be granted for attendance at a funeral of the following relatives: aunt, uncle, niece, and nephew.

Proof of death and relationship of the deceased to the employee may be required before payment of funeral leave.

Section 5 Jury Pay: An employee required to serve on a jury during his/her working hours before a court empowered by law to require such service, shall be excused from duty for the time required for such service and must report for duty whenever released from jury service. The employee shall be paid the difference between jury pay and the regular hourly rate of pay. Employees must present proof of the amount of jury pay received before pay for the hours absent is granted.

Section 6 Union Leave: No more than one employee may be granted leave to attend Union conventions, or similar functions, subject to the following conditions. Such leaves must be scheduled as far in advance as the employee has knowledge of the proposed absence. All such leaves are subject to their being reasonable in length, frequency, and impact upon the City, and the City may deny any such leaves if they are not reasonable in any of these respects. Employees may use vacation time for such leaves, or may take such leaves without pay if, and only if, no vacation time is available.

Section 7 Military Service: Employees who enter the military services of the United States will be afforded all rights applicable by law.

Section 8 Pregnancy Leave: Pregnancy leave shall be governed by the applicable leave provisions of this Agreement. An illness due to pregnancy will be treated as any other illness.

ARTICLE 11 **ATTENDANCE**

Section 1 Attendance: Good attendance is a requirement, not an option. The following rules shall cover attendance.

Section 2 Notice of Absence: To notify properly of an absence, an employee shall notify the City as far in advance as possible, but no later than the start of his/her shift. The only exception to this is where an employee is unable to give such notification, in which case, the employee shall notify the City as soon as possible. If an

employee is unable to reach any other working number in advance of his/her starting time, he/she shall call the number designated by each department and leave specific details of the expected absence.

Failure to notify properly of absence within a twelve month period:

1st day.....written warning
2nd day.....final warning
3rd day.....discharge

Section 3 Absence: (a) Unexcused absence of more than 2 full days of scheduled work in any 12 months is excessive. All absence over 2 full days of scheduled work in 12 months, except as excused under paragraph (b) will be handled as follows:

3rd day..... 1st written warning
4th day..... 2nd written warning
5th day..... final warning
6th day..... discharge (at the City's discretion)

An absence of less than eight (8) hours will count pro rata.

(b) Excused Absences: Absences covered by the Family and Medical Leave Act shall be excused. Necessary absence for medical or dental appointments scheduled in advance do not count towards discipline if the employee has given the City full advance notice and has cooperated fully in arranging the date and time of the appointment to be as little in conflict as possible. Necessary absence for medical and dental appointments in the event of an illness do not count towards discipline. Necessary absence for illness or injury of an employee or the employee's immediate family will be excused providing the employee properly notifies the City of the absence, presents satisfactory medical evidence showing the employee was unable to work (in the case of an absence of three or more days or when required by the City) or that an immediate family member was treated and the employee was needed to care for the family member. Paid funeral leave, paid jury duty, paid holidays, paid vacations, paid personal leave days, military leave, and absence covered by formal leave of absence do not count toward discipline. Absence due to compensable injury or to a disability accompanied by hospital admission will not be counted toward discipline. An unscheduled absence due to illness when an employee properly notifies of the absence will be treated as an excused absence and will not be counted toward discipline.

Satisfactory medical evidence is required whenever sick leave is requested for three days or more. The City may require satisfactory medical evidence when sick leave is requested for less than three days if the employee has been absent on sick leave without satisfactory medical evidence on 40 hours within a calendar year. The employee will be put on written notice following the 40th hour that each subsequent absence during that year will require satisfactory medical evidence as a condition of

receiving sick pay. Sick leave is to be used only for illness or injury; dishonesty in connection with sick leave is just cause for disciplinary action.

Satisfactory medical evidence is medical evidence that supports the use of sick leave. It may include a note from a doctor, a chiropractor, a nurse-practitioner or other health care provider. In the case of an ill dependent, a note from the day care provider or school may be satisfactory medical evidence. Pre-approved absences of less than a day for medical appointments will not require a note. To provide a uniform interpretation across departments, whether medical evidence is satisfactory will be determined by the Director of Human Resources, subject to the grievance and arbitration procedure

Examples: (1) An employee is ill on January 4, January 11, February 4, February 6, and February 11 without satisfactory medical evidence. These absences are excused. The City then gives the employee written notice that each subsequent absence will require satisfactory medical evidence. This notice is only for the employee's information and is not a disciplinary action. The employee is then absent on March 4 and March 11 without satisfactory medical evidence. These two absences are unexcused. The employee is then absent on March 17 without satisfactory medical evidence. This will be the employee's third unexcused absence in a rolling 12-month period and will result in a first written warning under Section 3(a) above.

(c) An employee with 12 or more consecutive months of perfect attendance will have a cushion of one unexcused absence before being counted.

Section 4 Tardiness: Unexcused tardiness of two or more occurrences in the preceding twelve months is excessive. All unexcused tardiness over two occurrences in preceding twelve months will be handled as follows:

- Third occurrence.....written warning
- Fourth occurrence.....second written warning
- Fifth occurrence.....final warning
- Sixth occurrence.....discharge

Tardiness is defined as reporting to work more than one (1) minute and up to one (1) hour after a scheduled starting time at the start of a shift or after a lunch period. A tardiness becomes an absence when the duration is more than one hour and the entire period shall be handled under the attendance provision.

Any pre-arranged, prior notice, or emergency related lateness with supervisory approval will be an excused tardiness. Any excused tardiness will not be counted. Proper notification of an absence or tardiness is required.

Make up time shall be permitted if adequate work is available by using up to one hour of the lunch period, plus 30 minutes prior to or at the end of the shift up to a maximum of 1 ½ hours a day. This shall only apply during the same day and with approval by the supervisor.

ARTICLE 12 **INSURANCE**

Section 1. Health Insurance.

(a) **Benefits Offered.** The City will offer health insurance benefits throughout the term of this Agreement including dependent coverage ages 19 to 25 if a full-time student or disabled. Effective January 1, 2007, the benefits will include a high deductible health plan (HDHP) and, at the employee's option, either a health savings account (HSA) or a health reimbursement account (HRA). The HDHP will have "network" deductibles of \$2,000 for individual coverage and \$4,000 for family coverage. Benefits will be as provided in the carrier's certificate of coverage.

For the 2012 and 2013 plan years, the City will fund 75% of the HSA and HRA accounts (\$1,500 for individual coverage and \$3,000 for family coverage) and employee's contribution of the premium shall be 15%. Employee HSA's will be funded 1/12th of the annual total each month. Employee HRA's will be funded entirely in January. Employees hired during a plan year shall have the City's contribution to their HSA prorated based upon the number of full months employed by Piqua during that initial plan year. Health insurance shall run on the plan year or calendar year rather than the contract year.

The City shall administer a "Health Care Incentive Plan" which will allow employees who participate in defined wellness activities to earn additional monies up to \$400.00 for family coverage and \$200 for single coverage to be deposited by the City into the employees' HSA or HRA accounts.

The City shall select the carrier for the HDHP annually after consulting with the Insurance Committee. The City will maintain comparable coverage for the duration of this Agreement. Comparable coverage shall mean that the City shall solicit quotes annually from up to three carriers and request standard products which most closely match the plan design then in effect. Exact match of plan design need not be obtained. Bargaining unit employees shall be offered the same benefits on the same terms applicable to the City's unrepresented employees.

(b) **Insurance Committee.** The Union shall designate two bargaining unit employees to represent the bargaining unit on the City's Insurance Committee. The Insurance Committee will meet periodically to (1) review the benefits being provided and the cost of those benefits and (2) to consider alternatives to maintain acceptable benefit levels at an acceptable cost to employees and the City. Any recommendation approved by a majority of the members of the Insurance Committee will be submitted to the City Manager for his consideration.

(c) Option Out. Eligible employees who decline the city offered health insurance benefits, will be entitled to receive a one-time payment per health insurance year (2012, 2013) of \$2,000 for those eligible for family coverage and \$1,000 for individual coverage.

Section 2. Life Insurance. The City shall provide and pay the necessary premium for group life insurance in the amount of \$50,000 for each employee covered by this Agreement.

ARTICLE 13

SENIORITY, LAYOFF, CALLBACKS, AND PROMOTIONS

Section 1 City seniority means the employee's length of service with the City since his/her last date of hire, regardless of classification or department or division. Department seniority means the employee's length of service in a department of the City since his/her most recent date of employment with that department. The departments for departmental seniority purposes are: Finance, Utilities Business Office, Income Tax, Information Technology, Engineering, Distribution and Power Plant, Street Department, Traffic Department and Health Department.

Section 2 Probationary Period: Employees are on probation during the first 120 days worked of their employment. During that time, they may be disciplined, suspended or terminated and such discipline, suspension or termination shall not be subject to review or the grievance procedure. The probationary period shall be extended only by mutual agreement of management and the union. Employees have no seniority while on probation, but if kept beyond that period, they have seniority from the most recent date of hire. A part-time employee shall not be required to serve another probationary period if he/she becomes a full-time employee in the same classification and department, with the same job duties.

Section 3 Seniority shall be forfeited for the following reasons:

- a. failure to report to work within 20 calendar days after receipt of or attempted delivery of notification of recall sent to the last address supplied by the employee to the City;
- b. absence due to leave or layoff for 12 consecutive months;
- c. voluntary quit;
- d. discharge for just cause;
- e. failure to report at the end of a leave of absence or vacation without justifiable reason; or
- f. failure to report to work for three consecutive work days without calling in,

unless the employee can prove that circumstances prevented him/her from calling in.

Section 4 It is recognized that employees may wish to advance their careers through transfer and promotion to other classifications. The City will provide and pay for training and development opportunities. The City will determine the number of employees to be trained for each classification. The City will be guided in its determination by the number of anticipated vacancies, availability of training opportunities, and the cost of training. If an employee wishes to be considered for a permanent transfer or promotion to another job, he/she shall fill out a request for transfer with the City. When a vacancy occurs, the City shall consider all qualified bargaining unit employees who have requested transfer to the vacant position. If there is more than one qualified applicant, then the City will consider the length of service, the quality of the work record and the ability to perform the work required of each applicant. The senior qualified bargaining unit employee based on department seniority shall be entitled to the vacancy unless a junior employee is more qualified, based on fitness and ability and past job performance. If none of the qualified applicants are currently employed in that department, then the senior qualified employee based on City seniority shall be entitled to the vacancy, unless a junior employee is more qualified. If there are no qualified applicants, the City may fill the vacancy as it sees fit. Employees may file multiple requests for transfers for separate jobs at the same time, and may cancel a request at any time by written notice to the City.

An employee transferring to another job shall be on a trial period for the first sixty (60) days worked. The trial period may be extended up to another sixty (60) days worked by mutual consent of the employee and the City. If at any time during the trial period, the employee fails to make satisfactory progress, the City may remove him/her and return him/her to his/her former job, or, if in the judgment of the City this would be disruptive, to such other job as would create a minimum of disruption.

The City need not consider the request for a lateral or downward transfer if that employee has, at his/her own request, been given a lateral or downward transfer within the last 12 months. "Lateral or downward" means transfer to a job with equal or lower pay. An employee on a leave of absence may submit a request for a transfer.

Section 5 Seniority Roster: Each quarter the City shall furnish the Union a roster of all bargaining unit employees. It shall be in order of length of service with the City and shall legibly state the employee's name, job classification, pay range, pay step, and the date the employee was placed in that pay step.

Section 6 Reinstatement: Any employee who resigns voluntarily may be reinstated upon application to any position in that same class and salary if there is a need for his/her services within two (2) years after the date of his/her resignation upon the recommendation of the supervisor and at the discretion of the City Manager. Former employees who are reinstated under this Section are new employees for purposes of this Agreement, including without limitation, the probationary period required by Section 2 of this Article and no seniority credit is given.

Section 7 Layoff: Whenever there is a reduction in the number of employees due to lack of funds, lack of work, or other legitimate reasons, the City Manager shall determine the classification of the employment in which reduction shall be made and the number to be laid off. Employees shall be laid off at the time and in the number specified by the City Manager in reverse order of their seniority. Within each affected classification, all seasonal employees shall be laid off before probationary employees and all probationary employees before permanent employees. Part-time clerical contract employees will be laid off prior to the layoff of full-time clerical employees in the bargaining unit. The City shall discuss any proposed layoff with the Union before taking such action. When an employee has been removed from his/her classification, he/she may displace another employee (including a seasonal, part-time, or temporary employee) in an equal or lower paying job classification if the employee has less seniority. When an employee displaces another employee under this Section, he/she must be able to perform the work required without further training other than orientation. He/she shall be on a trial period for the first sixty (60) days worked if this is a position he/she has not previously held. If at any time during this trial period the employee fails to perform satisfactorily, the City may remove him/her from the job and shall then place him/her otherwise in accordance with the provisions of this Section.

Section 8 Call Back: When there is a callback, those who have been laid off shall, for a period of time not to exceed their length of seniority, be eligible to be called back to work on the same principles as are applied in cases of layoff, if they are still available. Eligible employees on a layoff shall be recalled to jobs in the bargaining unit for which they are qualified, prior to the hiring of new employees for such jobs.

ARTICLE 14

GRIEVANCE PROCEDURE

Section 1 A grievance is a claim that the City has violated this Agreement. There shall be an earnest and honest effort to settle differences and disputes promptly. An aggrieved employee shall first take up his grievance with his/her immediate supervisor. Upon the request of either of them, a steward shall be present. If any controversy or difference arises between an employee and the City with respect to the interpretation or application of this Agreement or the rights, obligation or liabilities of the parties here under with reference to this Agreement, then the controversy or difference shall be handled as follows:

Step 1: The employee or employees will present the grievance in writing on forms provided by the Union to the department supervisor within 5 work days of the time the employee becomes aware of the alleged grievance or could reasonably be assumed to have been aware of the alleged grievance. The employee shall be accompanied by a Union representative except as provided by law. Class grievances must be filed within 5 work days of the alleged cause for the grievances. The Union will be entitled to be represented by the steward and management by the immediate supervisor, unless waived by the other side. The supervisor will schedule a meeting within five (5) work days of the conclusion of the meeting. If the employee does not refer the grievance to

the next step of the grievance procedure within 5 work days after receipt of the decision rendered in this step, it shall be considered to have been satisfactorily resolved.

The grievance, as prepared in Step 1, shall be prepared in 5 copies by the grievant and given to the department supervisor under Step 1. The department supervisor shall make distribution of said copies as follows:

Retain one and deliver to:

- 1 Copy – Department Head
- 1 Copy – City Manager
- 1 Copy – Personnel

The 5th copy shall be retained by or forwarded to the employee or his/her representative.

If, through inadvertence, a copy is not distributed pursuant to the above, it shall not prejudice the grievance.

Step 2: The grievance, along with all correspondence, shall be submitted to the Department Head who shall investigate the grievance and schedule a grievance meeting within 5 work days. The Union will be entitled to be represented at the meeting by the Chapter Chairperson (or the Chief Steward) and management by the immediate supervisor and the department head unless waived by the other side. Both the employee and management shall have the right to present such witnesses as are necessary for a complete airing of the grievance. The department head shall reply to the grievance in writing within 7 work days after the grievance meeting. If the grievance is not referred to the next step within 5 work days after receipt of the reply from the Department Head, it shall be presumed to have been satisfactorily resolved. If the department head fails to schedule the grievance meeting within 5 work days of its being submitted to him, the employee may, at his option and upon written notification delivered to the City Manager, take the grievance directly to Step 3.

Step 3: The grievance, with all correspondence, shall be submitted to the City Manager and/or his designated representative. The City Manager or his designated representative shall investigate the grievance and schedule a grievance meeting within five work days of receipt of the grievance. The Union will be entitled to be represented by the Chapter Chairperson, (or Chief Steward), local Union president and the staff representative, unless waived by the other side. The City Manager or the designated representative shall reply to the grievance in writing within 7 work days after the grievance hearing. The grievance shall be considered to have been satisfactorily resolved unless a written notice of a request to arbitrate is received by the City Manager within 10 days after receipt of his reply to the grievance.

Step 4: Mediation: The parties may mutually agree to use the mediation procedure through the Federal Mediation and Conciliation Service (FMCS) to resolve any differences before proceeding to arbitration. Mediation shall be non-binding upon

the parties unless the parties mutually agree otherwise. If the grievance is not resolved through mediation, the Union may refer the grievance to the arbitration procedure. If not referred to the arbitration procedure within 10 calendar days after receipt of the mediator's recommendation rendered in this step, the grievance shall be considered settled. Use of the mediation step shall not impair the parties' right to arbitrate a grievance.

Step 5: Should the grievance remain unresolved at the preceding step, a written notice of intent to proceed to arbitration shall be served upon the City Manager by the Union within ten (10) working days.

Step 6: Arbitration Procedure: After the delivery of the intent to arbitrate, either the City or the Union may request the appointment of an arbitrator by the Federal Mediation and Conciliation Service under its voluntary rules for labor matters. Nothing that happens after this Agreement expires shall give rise to any right under this Agreement nor shall it be subject to arbitration, except that no employee shall be deprived of any benefit vested under the terms of this Agreement and a claim of deprivation of contractually vested benefits shall continue to be subject to arbitration after the expiration of this Agreement. A date for arbitration hearing shall be set as soon as possible in accordance with the availability of the arbitrator and the needs of the City and the Union. The decision of the arbitrator shall be final and binding on all parties.

Section 2 Sharing of Costs: The City and the Union shall share equally in the expense of the arbitration.

Section 3 Time Limits: It is understood that the time limits imposed in this Article may be extended at any step by mutual consent. Similarly, any step in the grievance procedure may be eliminated by mutual consent.

Section 4 Arbitrator's Scope of Authority: The arbitrator shall have no power to add or subtract from or modify any of the terms of this Agreement. His sole authority and responsibility shall be to render an award on the matters presented to him.

Section 5 Duplicate Redress: Any matter subject to appeal to the Civil Service Board shall not be subject to the grievance procedure unless the employee waives, in writing, the right to appeal to the other agencies. Section 32 of the Charter of the City of Piqua also provides a grievance procedure which is hereby interpreted as the grievance procedure set forth in this Article 14.

Section 6 In any case when a decision of the appropriate Management representative is not given at Step 2 or Step 3 of the grievance procedure within the limits specified or within the period that may have been extended by mutual agreement, the grievance may be taken to the next step of the grievance procedure.

ARTICLE 15
MANAGEMENT RESPONSIBILITIES

Section 1 The management and direction of the affairs of the City are retained by the City. This includes, but is by no means limited to the planning, direction and control of operations; the selection, transfer, assignment, and layoff of employees; the termination of employees for just cause; the securing of the revenues of the City; the exercise of all functions of government delegated to the City by the Constitution and the statutes of the State of Ohio and the City Charter; the determination as to what services the City shall perform and the size and composition of the work force; the determination of the tools, equipment, machinery, and methods to be used; the determination as to whether and to what extent work required shall be performed by employees covered by this Agreement; the contracting for the performance of such work as the City deems advisable; the making and enforcement of reasonable rules; the establishment of operation and work standards; the scheduling of work; the temporary transfer of employees between jobs, shifts and departments in order to maintain efficient or economical operations; and the assignment of job duties in accordance with requirements determined by the City.

Section 2 The City retains all management rights, including those enumerated above, except to the extent this Agreement specifically and expressly provides to the contrary. These rights may be exercised without prior consultation with the Union. Should the City fail to exercise any of its rights, or exercise them in a particular way, it shall not be deemed to have waived its rights or to be precluded from exercising them in some other way.

Section 3 This Article, and any other provisions in this Agreement relating to management rights, are solely intended to supplement the rights of management set forth in Section 4117.08 of the Ohio Rev. Code. This is not a waiver of the City's right to refuse to bargain about any and all of the rights contained in Section 4117.08.

ARTICLE 16
LABOR-MANAGEMENT AND SAFETY COMMITTEE

Section 1 In the interest of sound industrial relations, a joint committee of no less than four, nor more than six members, half of whom shall be from Management and half of whom shall be from the Union, will convene from time to time for the purpose of discussing subjects of mutual concern, including a review of grievances. It shall be the express purpose of this committee to build and maintain a climate of mutual understanding and respect in the solution of common problems. A request for a Labor-Management meeting is to be addressed to the City Manager.

Section 2 Employees and supervisors may meet to discuss and develop solutions to subjects of mutual concern or to improve relationships.

ARTICLE 17
WAIVER

Since both sides had the chance to bring up any appropriate subject in negotiations for this Agreement, they both give up the right to require the other to bargain about anything during the life of this Agreement.

The only exceptions are:

- a. Bargaining for a new contract to succeed this one under Article 25;
- b. Negotiations under Article 18, Effect of Law; and
- c. Negotiations under Article 5, Section 7, New or Changed Jobs

ARTICLE 18
EFFECT OF LAW

This Agreement is subject to all applicable laws, regulations, and provisions of the United States and State of Ohio, and, except for negotiable subjects, is subject to the City of Piqua Charter, general ordinances, resolutions, and Civil Service Rules and Regulations. All provisions of this Agreement shall, where reasonably possible, be interpreted to comply with applicable laws, provisions, ordinances, regulations and judicial decisions under them.

The City Commission shall adopt no ordinances, resolutions or other legislative matters in conflict with this Agreement. Neither the City Manager, nor his subordinates, shall adopt or issue any rules, regulations, orders, or other executive directives in conflict with this Agreement.

If any provision of this Agreement is contrary to the law or any authority set forth above, it shall be of no further force and effect, but the remainder of this agreement shall remain in full force and effect. The City and the Union shall meet promptly, upon the request of either, to negotiate a lawful replacement provision. These negotiations shall be in good faith, but the replacement provision itself shall not be subject either to arbitration or to impasse procedures.

ARTICLE 19
DISCIPLINE, DEMOTION, DISCHARGE

Section 1 Discipline and Discharge: The City shall impose no discipline or discharge on an employee without just cause. A discharge grievance shall be started at Step 3, and a suspension grievance at Step 2, but with the same time limits and written

requirements as for Step 1. All other disciplinary grievances will start at Step 1 in the normal way.

This Article shall be applied uniformly to all departments. Disciplinary actions by the City shall include (but are not limited to) reprimands, suspension without pay, or demotions, in addition to discharge. These disciplinary actions may be initiated by the immediate supervisor or department head. All such actions shall be reduced to writing and copies shall be submitted to the employee, Union and all involved supervisory levels. The City will apply the principles of progressive discipline where appropriate. Progressive disciplinary steps may include, but are not necessarily limited to, oral reprimand, written reprimand, suspension or discharge. Depending upon the circumstances of the offense and the employee's work record, an employee's misconduct, even if a first offense, may result in more serious disciplinary action than an oral reprimand, up to and including discharge. All such action shall be reduced to writing and a copy shall be submitted to the employee, union steward and local president and all involved supervisors.

Section 2 If an employee receives a verbal warning (on the form marked and attached hereto as Exhibit "A") which is placed in his/her personnel folder, such verbal warning shall be removed at the expiration of ninety (90) days from the date thereof, if there has been no further discipline of similar or like offense within the 90 days.

If an employee receives a written warning (on the form marked and attached hereto as Exhibit "B") which is placed in his/her personnel folder, such written warning shall be removed at the expiration of 180 days from the date thereof, if there has been no further discipline of similar or like offense within the 180 days.

ARTICLE 20 **COMPENSATORY TIME**

Compensatory time shall be at the applicable rate as described in Article 5, Section 4 of this Agreement. Employees who have worked overtime for which they are entitled pay at the applicable rate as described in this Agreement, may accumulate compensatory time off up to 26.7 hours worked (40 hours time off) in lieu of pay at the overtime rate, at their request and with their supervisor's approval. Compensatory time off may be taken at a time requested by the employee and approved by the supervisor.

ARTICLE 21 **NON-DISCRIMINATION**

Section 1 The City shall not practice any form of discrimination against its employees on the basis of Union membership. The City shall treat its employees in the bargaining unit who are Union members neither more or less favorably than it treats its employees in the bargaining unit who are not Union members.

Section 2 The City and the Union and each employee in the bargaining unit will cooperate to abide by all applicable laws and regulations forbidding discrimination on account of age, sex, race, color, creed, national origin, disability, or Union activity.

Any complaint of discrimination may be subject to the grievance procedure as set forth in Article 14.

Section 3 Notwithstanding any other provision of this Agreement, the City may reassign a disabled employee or restructure a disabled employee's job in order to reasonably accommodate the disabled employee. The City shall confer with the Union in advance of such reassignment or restructuring in an attempt to agree upon a reasonable accommodation. If no agreement is reached, the Union may grieve the reassignment or restructuring. If such grievance proceeds to arbitration, the issue for the arbitrator shall be whether the reassignment or restructuring is a reasonable accommodation under the Americans with Disabilities Act or Ohio Revised Code 4112.

ARTICLE 22 **MISCELLANEOUS**

Employees are required to keep the City informed of their current address, telephone number, operator-commercial driver's license number and status, and dependency status.

ARTICLE 23 **AMERICANS WITH DISABILITIES ACT AND** **FAMILY AND MEDICAL LEAVE ACT COMPLIANCE**

Section 1 Compliance: The City has the right to take steps reasonably necessary to comply with the Americans with Disabilities Act and with the Family and Medical Leave Act, or to remove doubts about such compliance.

Section 2 Honesty: Any dishonesty in connection with obtaining benefits of any sort under the Americans with Disabilities Act or the Family and Medical Leave Act, including reasons for leave, statements of disability, statements of fitness for duty, or anything else, will result in discharge.

Section 3. Eligibility and Duration: Under the Family and Medical Leave Act, an employee who has been employed by the City of Piqua for at least one year and has worked at least 1,250 hours in the previous twelve months, may take up to twelve weeks of FMLA leave during a rolling twelve-month period, for any of the following reasons: the birth and care of a son or daughter; the placement with the employee of a son or daughter for adoption or foster care; when needed to care for the employee's spouse, child, or parent with a serious health condition; or because of the employee's serious health condition that makes the employee unable to perform the functions of his

or her job. A “rolling twelve-month period” means the 365 (or 366 where applicable) days immediately preceding any day the employee takes leave.

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

A special leave entitlement permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Section 4 Notice and Application: An employee must provide at least thirty days advance notice before the family or medical leave is to begin if the need for leave is foreseeable, such as for expected birth or planned medical treatment. If thirty days notice is not practicable, then the employee must provide notice on the day of or day after having knowledge. An employee shall complete a leave of absence application form, available from his or her supervisor, when beginning leave, or as soon after that as is practicable. The employee must list on this form the reasons for the requested leave, the expected start of the leave, and the expected length of the leave. If the employee is requesting intermittent leave or a reduced leave schedule, the employee shall state the reasons why the intermittent leave or a reduced leave schedule is medically necessary and the schedule of treatment. (Intermittent leave and reduced leave schedule are not available for birth or adoption leaves).

Section 5 Medical Certification: An employee requesting leave to care for the employee’s spouse, child or parent, or due to the employee’s own serious health condition, must submit a medical certification completed by the health care provider of the employee or the employee’s ill family member, demonstrating the need for the leave. The City of Piqua will provide a form for this. If the employee’s leave (whether full time, intermittent, or on a reduced schedule) is for more than thirty days, then he or she shall submit a new medical certification after thirty days, and after each thirty days after that. When the duration of the condition listed in the original certification exceeds 30 days, a new medical certification shall be required if the employee’s leave is beyond the specified duration or every six months, whichever occurs first. A second opinion may be required; a third opinion may also be required if needed to resolve a dispute between the first and second opinions.

Section 6 Pay and Benefits: All family and medical leaves are without pay, except employees will be required to use all paid leave, paid personal days and

vacation for absences covered by the Family and Medical Leave Act prior to being granted leave without pay. The unpaid portion of family and medical leaves are without benefits, except that group health and hospitalization insurance will be continued during the family and medical leave (up to twelve weeks in a twelve month period) with the same terms, conditions and employee contributions applicable to employees who are actively at work.

Section 7 Return From Family or Medical Leave: Employees must tell their supervisor of the date they will be able to return to work, in writing, no later than one week in advance. An employee on medical leave due to the employee's own serious health condition must, as a condition to returning to work, submit a medical certificate releasing the employee to return to his or her job.

Section 8 Restrictions: All leave which may be available or taken under the Family and Medical Leave Act is subject to the restrictions, limitations and conditions provided in that law and any valid regulations promulgated under it.

ARTICLE 24
NEGOTIATION PAY

The City will pay for up to four employees for time during regular work hours to attend meetings to negotiate a successor agreement.

ARTICLE 25
DURATION

This Agreement will be in effect from October 1, 2012, through 11:59 P.M. December 31, 2013, and will then terminate. Upon the request of either party, negotiations for a new Agreement will begin 90 days before that date and the parties will try to conclude negotiations by 45 days before that date.

CITY OF PIQUA

OHIO COUNCIL 8
AMERICAN FEDERAL OF STATE, COUNTY
& MUNICIPAL EMPLOYEES, AFL-CIO, AND
its LOCAL # 984

Date Signed

Date Signed

WAGE APPENDIX

EFFECTIVE OCTOBER 1, 2012

CLASS CODE	CLASSIFICATION TITLE	PAY RANGE	STEP A	STEP B	STEP C	STEP D	STEP E
105	CLERK TYPIST	21	13.63	14.18	14.83	15.40	16.08
107	SECRETARY I	26	16.11	16.90	17.73	18.52	19.40
126	CLERK CASHIER	21	13.63	14.18	14.83	15.40	16.08
130	ACCOUNT CLERK I*	25	15.63	16.28	17.08	17.91	18.68
131	ACCOUNT CLERK II*	26	16.56	17.24	18.06	18.88	19.79
132	ACCOUNT CLERK III*	27	18.14	19.23	19.78	20.37	21.02
135	ACCOUNTANT III	32	20.37	21.74	22.39	23.12	23.96
201	ENGINEERING TECH. I	24	13.91	14.52	15.19	15.77	16.44
202	ENGINEERING TECH. II	31	19.79	21.03	21.74	22.39	23.12
205	ENGINEERING TECH. III	32	20.37	21.74	22.39	23.12	23.96
301	COMPUTER PROG./OPR.	31	19.79	21.03	21.74	22.39	23.12
305	PROGRAMMER/ANALYST	34	21.03	22.41	23.07	23.79	24.59
325	TRAFFIC SIGNAL TECH.	31	19.79	21.03	21.74	22.39	23.12

*ACCOUNT CLERKS I, II AND III WHO ACHIEVE A TWO-YEAR DEGREE WILL RECEIVE AN EDUCATION STIPEND OF 10% OF THEIR BASE SALARY. THIS STIPEND WILL ONLY APPLY TO THOSE EMPLOYEES WHO ARE CURRENTLY PURSUING THEIR DEGREE. IT WILL NOT BE AFFORDED TO EMPLOYEES HIRED AFTER NOVEMBER 14, 2003.

FINANCE DEPARTMENT

CASH HANDLING POLICY

The establishment of this policy is designed to set reasonable standards for the handling and balancing of cash and resolution of cash shortages or overages. It applies to those City employees handling cash as a normal part of their employment and who retain sole control of their cash through the balancing process, including use of locked cash drawers.

Effective November 1, 2006, affected employees are required to have a balancing proficiency minimum of 90 percent, and a 12-month variance total no larger than \$100. For the purposes of this policy, amounts of less than \$1.00 shall not be included in the 12-month variance total.

Ninety percent proficiency is defined as balancing a minimum of 90 percent of days worked. Measurement of 90 percent proficiency shall be based on each completed month. For new hires, this policy shall be in effect beginning with the second month worked.

Consistent balancing is important to ensure that customer transactions are being handled accurately. Amounts of less than \$1.00 will not be included in the 90% proficiency minimum; however, they will continue to be documented, and employees should continue their efforts to review and resolve any out of balance amounts of less than \$1.00. If proficiency drops to 75% or below when including amounts less than \$1.00, disciplinary action may result as stated in the "Failure in Proficiency/Variance" section of this policy.

To facilitate accuracy in the handling of cash and balancing of daily amounts, these procedures are to be followed:

Only that person responsible for her/his cash drawer shall place money or check into or give change from that drawer. During periods the employee is absent from the area for lunch, breaks, etc. the cash drawer shall be locked with the key retained by the employee.

Should, for any reason, need for another cashier arise, another cash drawer shall be opened for that purpose. In the event checks for the correct amount only are taken by a third person, those stubs and checks shall be held separate for review by the returning employee before entry into her/his cash drawer.

Cash Balancing

Upon arrival of time to balance daily receipts, the employee shall remove her/his cash drawer and applicable cash control documents to the designated area and summon an authorized second person from the Accounting Division. Both shall take part in the counting and balancing procedure.

If the counts shows the employee to be in balance, the employee and designated Accounting Division person shall initial the edit listing or appropriate document, a receipt will be issued, and the money shall be given to the custody of the Accounting Division representative.

Balancing During Absence

On the day before scheduled absence, the employee shall, before leaving the office, remove her/his cash drawer and applicable cash control documents and follow the same procedure as outlined above.

In the event of an unscheduled absence, the appropriate manager will remove the employee's cash drawer and applicable cash control documents to the designated area and summon an authorized second person from the Accounting Division or the accounting manager before unlocking the cash drawer. The authorized person from Accounting or the accounting manager shall take part in the counting and balancing procedure.

If the count shows the employee to be in balance, the authorized accounting personnel will initial the edit listing or appropriate document and issue a receipt; the money shall remain in the custody of the Accounting Division.

If the counting and balancing procedure shows an overage or shortage which cannot be found through diligent effort, the appropriate manager shall verify the shortage or overage and also initial the edit listing or appropriate document. The employee shall attempt to locate the shortage or overage upon her/his return to the office.

Cash Imbalances

If the counting and balancing procedure shows an overage or shortage and cannot be found through diligent effort, the appropriate manager shall verify the shortage or overage and also initial the edit listing or appropriate document.

In the event a second employee has not yet started the balancing procedure, the

Accounting Division representative will assume custody of the out-of-balance money and documents. The employee shall resume work to enable the second employee and Accounting Division designee to balance.

The employee shall attempt to locate the shortage before the money is transmitted to the bank for deposit. Any such out-of-balance condition later identified as a non-cash shortage shall not be counted under this policy.

Outside Agency Errors

Should the cashier find an error in deposit slips turned in by a bank or other outside agent collecting moneys for the City, the appropriate manager shall be notified. The error shall be verified and the outside agent contacted. Any temporary shortage resulting from a delay in transmission of a corrected or additional deposit slip shall not count as a cashier variance under this policy.

Failure in Proficiency/Variance

In the event an employee falls below a proficiency of 90 percent in balancing monthly, or drops to 75 percent proficiency or below monthly inclusive of all out of balance amounts, or experiences a variance of more than \$100 during a continuing 12 month period, she/he shall be subject to the following action:

- First occurrence Verbal warning
- Second occurrence Written warning
- Third occurrence Final warning
- Fourth occurrence Discharge

If the total accumulated variance exceeds \$100 during a continuing 12 month period, the employee will be required to make restitution to the City for the total amount.