

REGULAR PIQUA CITY COMMISSION MEETING
TUESDAY, DECEMBER 18, 2012
7:30 P.M. – COMMISSION CHAMBER – 2nd FLOOR
201 WEST WATER STREET
PIQUA, OHIO 45356

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

REGULAR CITY COMMISSION MEETING

CONSENT AGENDA

1. APPROVAL OF MINUTES
Approval of the minutes from the December 4, 2012 Regular City Commission Meeting
2. RES. NO. R-151-12
A Resolution accepting the resignation of Jean Franz as a member of the Planning Commission

OLD BUSINESS

3. ORD. NO. 25-12 (3rd Reading)
An Ordinance repealing Schedule A of Chapter 33 of the Piqua Code and adopting a new Schedule A of Chapter 33 of the Piqua Code, relating to wages of certain municipal employees
4. ORD. NO. 26-12 (3rd Reading)
An Ordinance repealing Schedule A-1 of Chapter 33 of the Piqua Code and adopting a new Schedule A-1 of Chapter 33 of the Piqua Code, relating to wages of certain municipal employees
5. ORD. NO. 27-12 (3rd Reading)
An Ordinance repealing existing Chapter 33.08 – Insurance and enacting a new Chapter 33.08 of the Piqua Code, relating to employee policy
6. ORD. NO. 28-12 (3rd Reading)
An amended Ordinance to make appropriations for the City of Piqua, Ohio for the year 2013

NEW BUSINESS

7. ORD. NO. 29-12 (1st Reading)
An Emergency Ordinance to make Appropriations for the City of Piqua, Ohio for the year 2012
8. ORD. NO. 30-12 (1st Reading)
An Ordinance to vacate a portion of public right-of-way

9. RES. NO. R-152-12
A Resolution authorizing a purchase order to Nelson Tree Service, Incorporated for electric power line clearance
10. RES. NO. R-153-12
A Resolution retaining the services of Cooperative Response Center, Inc. to provide professional customer call answering and dispatch services for the Power System
11. RES. NO. R-154-12
A Resolution authorizing the City Manager to apply for City Membership to American Municipal Power, Inc.
12. RES. NO. R-155-12
A Resolution retaining the services of Sawvel and Associates to provide professional consulting and engineering services for the Power System
13. RES. NO. R-156-12
A Resolution authorizing the City Purchasing Agent to purchase #2 fuel oil on the open and spot market
14. RES. NO. R-157-12
A Resolution approving a contract with EFACEC ACS INC. to design, install and maintain a fiber optic network for supervisory control and data acquisition (SCADA) connectivity to electric substations, electrical switch and other municipal sites
15. RES. NO. R-158-12
A Resolution authorizing the City Manager to accept and enter into a water pollution control loan fund agreement for borrowing \$3,345,100 on behalf of the City of Piqua for planning, design and/or construction of Wastewater Facilities; and designating a dedicated repayment source for the loan
16. RES. NO. R-159-12
A Resolution authorizing transfers of cash from the General Fund to the other funds for the Fiscal Year 2012
17. RES. NO. R-160-12
A Resolution authorizing transfers of cash from the General Fund to the other funds for the Fiscal Year 2013
18. RES. NO. R-161-12
A Resolution authorizing the City Manager to execute a contract with amendment with Burgess and Niple, Inc. for the management, oversight and preparation of the no further action letter for the environmental remediation and demolition of the Piqua Memorial Medical Center site at a cost not to exceed \$231,154 and authorizing Burgess and Niple, Inc. to proceed with the project
19. RES. NO. R-162-12
A Resolution authorizing the City Manager to execute a contract with amendment with Evans Landscaping, Inc. for the environmental remediation and demolition of the Piqua Memorial Medical Center site at a cost not to exceed \$1,768,736 and authorizing Evans Landscaping, Inc. to proceed with the project

20. RES. NO. R-163-12

A Resolution for the sale of Parcels No's. N44-011205, N44-011206, N44-011207, N44-011208, N44-011209, N44-011211, N44-011212, N44-011213, N44-011214, and N44-011215 known as 624 Park Ave., Piqua, OH

OTHER

Monthly Reports – October 2012

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

COMMISSIONERS COMMENT

ADJOURNMENT

**MINUTES
PIQUA CITY COMMISSION
Tuesday December 4, 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.

PROCLAMATION

Congratulations to 1570 WPTW AM- Muzzy Broadcasting for 65 Years in the City of Piqua

Mayor Fess read the proclamation and presented it to Mr. Rick Muzzy.

Mr. Muzzy thanked the City of Piqua for the proclamation further stating he is very lucky to be able to continue the heritage that Oscar Baker and the Baker family started. Mr. Muzzy came to Piqua over forty years ago and started his career at WPTW, left the area to pursue his career, and now is thrilled to be back in Piqua and especially at WPTW Radio again.

REGULAR CITY COMMISSION MEETING

Consent Agenda

Approval of the minutes from the November 20, 2012 Regular Piqua City Commission Meeting

RES. NO. R-147-12

A Resolution for preliminary legislation with the Ohio Department of Transportation (ODOT) for the resurfacing of I-75 from Statler Road Bridge to the Miami -Shelby County Line

RES. NO. R-148-12

A Resolution for preliminary legislation with the Ohio Department of Transportation (ODOT) for bridge repairs on SR 66

RES. NO. R-149-12

A Resolution for preliminary legislation with the Ohio Department of Transportation (ODOT) for guardrail work along US 36

Mayor Fess read the Resolutions and asked for comments or questions from the Commissioners and the audience. Hearing none a motion was made by Commissioner Vogt, seconded by Commissioner Martin, to approve the Consent Agenda. Voice vote, Aye: Wilson, Vogt, Terry, Martin, and Fess. Nay: None. Motion carried unanimously.

ORD. NO. 23-12 (3rd READING)

An Ordinance amending Chapter 34 of the Piqua Municipal Code to reflect City procedure and changes in the Ohio Revised Code

Law Director Stacy Wall stated this amends Chapter 34 of the Municipal Code defining city procedures for contracts. Currently any purchase of \$25,000 or more must come before the City Commission for approval. This Ordinance would amend the dollar amount from \$25,000 to \$50,000 for a purchase that would come to the City Commission for approval. Ms. Wall stated this does not change the bidding process in any way, as the lowest bidder should still receive the bid. This is just changing when the expenditure has to come before the City Commission for

approval. These changes are in line with House Bill 509 adopted on June 26, 2012, and will bring the City Code in line with the Ohio Revised Code, stated Ms. Wall.

Public Comment

No one came forward to speak for or against Ordinance No. 23-12.

Moved by Commissioner Terry, seconded by Commissioner Wilson, that Ordinance No. 23-12 be adopted. Roll call, Aye: Terry, Fess. Nay: Vogt, Martin, Wilson. **Ordinance No. 23-12 was defeated on a 2-3 vote.**

ORD. NO. 25-12 (2nd READING)

An Ordinance repealing Schedule A of Chapter 33 of the Piqua Code and adopting a new Schedule A of Chapter 33 of the Piqua Code, relating to wages of certain municipal employees

Elaine Barton Human Resources Director explained this resolution is adjusting the pay schedule for non-union employees beginning January 2013. It has been at least four years since the pay steps for the non-union positions covered by Schedule A have been increased. Ordinance No. 25-12 would increase the pay steps by 3.25% for all 37 full-time non-union positions.

Ordinance No. 25-12 was given a second reading.

ORD. NO. 26-12 (2nd READING)

An Ordinance repealing Schedule A-1 of Chapter 33 of the Piqua Code and adopting a new Schedule A-1 of Chapter 33 of the Piqua Code, relating to wages of certain municipal employees

Elaine Barton Human Resource Director explained the State of Ohio has increased the minimum wage rate effective January 1, 2013 from \$7.70 per hour to \$7.85 per hour, which amounts to a 2% increase. The pay rates for the positions on Schedule A-1 have not been increased in several years (except for minimum wage) and a 2% increase has been applied to all positions. The increase includes seasonal, temporary, and part-time employees stated Ms. Barton.

Ordinance No. 26-12 was given a second reading.

ORD. NO. 27-12 (2nd READING)

An Ordinance repealing existing Chapter 33.08 –Insurance and enacting a new Chapter 33.08 of the Piqua Code, relating to employee policy

Elaine Barton Human Resource Director explained this would set the health savings account (HAS) or health reimbursement account (HRA) contributions and the premium share for the City as well as for the non-union employees for the 2013 benefit year. The city and employee rates will stay the same as in 2012, stated Ms. Barton.

Ordinance No. 27-12 was given a second reading.

ORD. NO. 28-12 (2nd READING)

An Ordinance to make appropriations for the City of Piqua, Ohio for the year 2013

Finance Director Cynthia Holtzapple stated this is the second reading authorizing appropriations for the budget year 2013 for all operations and departments in the City. The Commission previously held two public budget meeting work sessions to go over the various departments budgets line by line and make adjustments as needed.

Ordinance No. 28-12 was given a second reading.

Mayor Fess thanked Finance Director Holtzapple and City Manager Huff along with all of the Department Heads and staff for all their hard work on putting together the budget appropriations for 2013.

RES. NO. R-146-12

A Resolution authorizing purchase orders to Chemical Services Inc., Huron Lime, Inc., Marubeni Specialty Chemicals, Inc., Univar USA Inc., City of Dayton for the 2013 purchase of various water treatment chemicals

Utilities Director Dave Burtner explained this is the annual purchase of chemicals for the water plant. Seventeen bids were received with the best and lowest bids recommended in the resolution. Several bids were received from various vendors that did not meet the specifications, stated Mr. Burtner. There was discussion concerning how the bids were chosen and the reasons for going with certain bidders. Commissioner Wilson asked if there could be more clarification on the bids next time, and Commissioner Vogt asked if all of the lime was going to be purchased from Dayton. Mr. Burtner stated they would look at clarifying the bids a little better in the future, and further stating that they plan to purchase most of the lime from Dayton if it is available.

Public Comment

No one came forward to speak for or against Resolution No. R-146-12.

Moved by Commissioner Vogt, seconded by Commissioner Martin, that Resolution No. R-146-12 be adopted. Roll call, Aye: Terry, Vogt, Fess, Martin, and Wilson. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-146-12 adopted.

RES. NO. R-150-12

A Resolution strongly opposing the passage of HB 601 by the Ohio General Assembly which proposes uniformity measures for Municipal Income Tax in the form of unfunded mandates and a substantial loss of revenue, and declaring an emergency

Finance Director Cynthia Holtzapple gave a brief explanation stating the reason the City of Piqua should oppose the passage of HB 601. The soon to be considered House Bill 601 would drastically reduce income tax collections as well as impose unfunded mandates and increased administrative costs which would have a detrimental effect on the ability to maintain local services to the citizens of Piqua with a total loss of about 2.1 million, stated Ms. Holtzapple. When you hear the State is balancing their budget, they are doing it by cutting the City of Piqua's budget, and this is affecting all communities not just Piqua, stated Mayor Fess.

City Manager Huff explained all of the cuts are related to the General Fund which amounts to about 10 million dollars and will have a tremendous effect on all areas of the budget. Mayor Fess stated this is a very serious situation and possibly we may have to put a tax levy on the May ballot, as this is for safety services only, not raises for the employees.

Commissioner Wilson stated he spoke with Representative Dick Adams concerning this issue and Mr. Adams stated he will help the City of Piqua in any way he can.

Commissioner Vogt commented last year the State had a proposal trying to collect the City's Income Tax and he spoke with Mr. Adams concerning that issue. Mr. Adams stated he was against that proposal, but the State would come up with something else, and they did. Letters or emails can be sent to Senator Biegel and Representative Adams voicing concerns over HB 601, stated Commissioner Vogt.

Mayor Fess stated Ms. Holtzapple and City Manager Huff have done an outstanding job on staying on top of this and are to be commended.

Public Comment

No one came forward to speak for or against Resolution No. R-150-12.

Moved by Commissioner Wilson, seconded by Commissioner Vogt, that Resolution No. 150-12 be adopted. Roll call, Aye: Vogt, Fess, Martin, Wilson, and Terry. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution R-150-12 adopted.

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.

Brad Boehringer, Mound Street came forward and voiced his concern about a line item transfer in the General Fund. City Manager Huff explained the transfer.

City Manager's Report

Public Works Department Update

Street Superintendent Doug Harter gave a brief overview of the Public Works Division which consists of Streets, Parks, and Traffic. At this time there are seven employees in the Street Division, two employees in the Parks Division, and two employees in the Traffic Division. Mr. Harter stated as a group they are strong and they work together as a team, and this year have primarily concentrated on the Parks Division. Mr. Harter provided a power point presentation providing information on the Parks accomplishments in 2012, which includes Park maintenance and repairs, Street patching and repairs, the demolition of the old Parks building at Pitsenbarger Park, new garden plots in the spring at Pitsenbarger Park, Compost Facility, Golf Course drainage and cart path repairs, Government Academy programs, Flags and Banners, and the Heritage Festival. In the Traffic Division maintenance of 3,500 signs, maintaining and marking handicap spaces, leaf collection, Adopt-A-Program signage, landscaping and memorial tree plantings and mounting plaques, mowing of over 1,000 acres a week, taking care of storm damage/trees, putting up Christmas lights.

New items in 2012 include the organization of the Volunteer Park Ranger Program, the Adopt-A-Program, Brian Brookhart being certified as Playground Inspector, and the purchase of a new Weed Sprayer.

Coming in 2013 are the Garden Plots to be leased to residents in Pitsenbarger Park, Fix 311 a smartphone app to be released to public to report problems as the public sees them, a Facebook page for the Parks Division, the resurfacing of Fisk and Electric Avenue, and the swimming pool slide will be refurbished with Grant money. Also new in 2013 a living art mural will be established on the wood fence at Pitsenbarger Park, and Mr. Harter explained the living mural.

Commissioner Wilson asked if residents could still contact someone by telephone if they see a problem if they do not have a smartphone to use the app on. Mr. Harter explained they could still call into any office in the City to provide the information on the problem or concern they have.

Mayor Fess congratulated Mr. Harter on the tremendous amount of work that they have accomplished in 2012 and stated she is looking forward to 2013.

City Manager Huff stated Christmas on the Green is scheduled for Friday, December 7th from 6:00-9:00 P.M. and the Holiday Parade is Saturday December 8, at 2:00 P.M. For the first time the City of Piqua would have a float in the Holiday Parade.

Commissioners Comment

Commissioner Wilson stated the Holiday Parade will be held Saturday come rain or shine, and further stating in regards to the holiday spirit the house at the corner of Lindsey and Broadway is very festive and invited citizens to drive by to view the display.

Commissioner Terry stated she has received several calls concerning citizens not receiving their utility bills or getting a very short turn-around time on paying the bills. Finance Director Holtzapple explained the reason for the late bills and the short turn-around period, stating it is due to several issues including the new Utility Billing System as they are still working out the bugs.

Commissioner Terry reminded citizens that the Salvation Army Kettles are out now and are accepting donations. Commissioner Terry stated she loves the WPTW Radio Station oldies format, and remembers as a child listening to WPTW Radio and Santa Claus reading all the letters he received from the children on the air.

Commissioner Vogt also commented he remembers as a child seeing the red light on the WPTW Radio tower and being concerned about what it was. Commissioner Vogt stated he attended the ribbon cutting for the New Power System Service Center and taking the tour of the new state of the art facility and being very impressed. Hats off to Power Systems Director Ed Krieger and his crew for doing an outstanding job on the new facility, stated Commissioner Vogt.

Mayor Fess stated she attended the Holiday Cabaret at the Plaza recently and the City of Piqua is so fortunate to have such wonderful talent that has come out of Piqua over the years, and have went on to be very successful in their musical careers. Mayor Fess thanked the Friends of the Library for providing this wonderful program. Christmas on the Green will be held on Friday December 7th and the Piqua Library will be open for tours for all to enjoy the beautiful decorated trees that are on display. The Holiday Parade will take place on Saturday, December 8th at 2:00 P.M. and Mayor Fess encouraged citizens to attend both of the events. The Power System Service Center technology is amazing and is state of the art, stated Mayor Fess. An open house is scheduled for some time after the first of the year for citizens to view the facility. Also the Emergency Operations Center is located in the new Power Service Center and will be utilized as needed. City Manager Huff explained what the Emergency Operations Center is and how it functions.

Mayor Fess stated she is very proud of the project, and that most of work was completed by local businesses.

Moved by Commissioner Vogt, seconded by Commissioner Martin, to adjourn from the Regular Piqua City Commission Meeting at 8:30 P.M. Voice vote, Aye: Martin, Fess, Terry, Wilson, and Vogt. Nay: None. Motion carried unanimously.

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

RESOLUTION NO. R-151 -12

**A RESOLUTION ACCEPTING THE RESIGNATION
OF JEAN FRANZ AS A MEMBER OF THE
PLANNING COMMISSION**

WHEREAS, Jean Franz was appointed to the Planning Commission on August 15, 2005 by Resolution No.R-76-05 with a reappointment on March 2, 2009; and

WHEREAS, Jean Franz resigned on December 11, 2012 from the Planning 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 accepts the resignation of Jean Franz as a member of 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: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

ORDINANCE NO. 25-12

**AN ORDINANCE REPEALING SCHEDULE A OF
CHAPTER 33 OF THE PIQUA CODE AND ADOPTING
A NEW SCHEDULE A OF CHAPTER 33 OF THE PIQUA
CODE, RELATING TO WAGES OF CERTAIN MUNICIPAL
EMPLOYEES**

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: Schedule A of Chapter 33 of the Piqua Code, as adopted by Ordinance No. 20-10, is hereby repealed; and

SEC. 2: Schedule A of Chapter 33 of the Piqua Code (appended hereto as Exhibit "D") is hereby adopted;

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

1st Reading 11-20-2012

2nd Reading 12-04-2012

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	November 20, 2012 December 4, 2012 (2 nd Reading) December 18, 2012 (3 rd Reading)		
REPORT TITLE (Should match resolution/ordinance title)	ORDINANCE NO. 25-12 AN ORDINANCE REPEALING SCHEDULE A OF CHAPTER 33 OF THE PIQUA CODE AND ADOPTING A NEW SCHEDULE A OF CHAPTER 33 OF THE PIQUA CODE, RELATING TO WAGES OF CERTAIN MUNICIPAL EMPLOYEES		
SUBMITTED BY	Name & Title: Elaine G. Barton Department: Human Resources		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager	<input 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)	It has been several years (at least four) since the pay steps for the non-union positions covered by Schedule A have been increased. The unions have received increases as follows: AFSCME (Blue Collar) and AFSCME (Clerical) awarded 3.25% effective 10/1/12; IAFF (Fire Officers) and IAFF (Firefighters) awarded 3.25% effective 1/1/12; FOP (Patrol Officers) awarded 3% effective 3/1/12; FOP (Civilian) awarded 3% effective 1/1/12; and OPBA (Police Command Officers) awarded 3% effective 1/1/12. This Ordinance would increase the pay steps by 3.25% for all non-union positions which at this time represents 37 full-time employees.		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	Appropriated within the 2013 budget	
	Expenditure \$:		
	Source of Funds:	Various funds	
	Narrative:		
OPTIONS (Include Deny /Approval Option)	1.	Adopt Ordinance No. 25-12	
	2.	Reject Ordinance No. 25-12	
	3.	Provide staff with alternate recommendation	
	4.		
PROJECT TIMELINE	January 1, 2013		
STAFF RECOMMENDATION	Adopt Ordinance No. 25-12 to increase the pay steps of non-union positions to allow these positions to keep pace with increases previously awarded to union employees.		
ATTACHMENTS	Schedule A		

Class Code	EFFECTIVE January 1, 2013 CLASSIFICATION/TITLE	PAY RANGE	SCHEDULE A				"Exhibit D"		
			STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	
	Non-exempt positions: (hourly rate)								
105	Custodian	21	13.6396	14.3218	15.0372	15.7897	16.5791	17.4083	
108	Administrative Secretary	29	16.5014	17.3264	18.1927	19.1022	20.0571	21.0602	
109	Human Resources Assistant	29	16.5014	17.3264	18.1927	19.1022	20.0571	21.0602	
110	Executive Secretary	36	18.4465	19.3683	20.3374	21.3535	22.4218	23.5427	
112	Administrative Coordinator	36	18.4465	19.3683	20.3374	21.3535	22.4218	23.5427	
113	Contract & Administrative Specialist	29	16.5014	17.3264	18.1927	19.1022	20.0571	21.0602	
	Exempt positions: (weekly salary)								
150	Acct. & Income Tax Mgr.	52	1090.65	1145.16	1202.44	1262.56	1325.71	1391.98	
153	Utility Billing Office Manager	50	1038.25	1090.17	1144.67	1201.92	1261.99	1325.09	
155	Dir. of Finance & Inc. Tax. Admin.	67	1504.58	1579.84	1658.81	1741.74	1828.86	1920.30	
157	Purchasing Analyst II	46	941.73	988.81	1038.25	1090.17	1144.68	1201.92	
158	Purchasing Analyst I	43	809.88	850.38	892.90	937.54	984.42	1033.65	
160	Law Director	67	1504.58	1579.84	1658.81	1741.74	1828.86	1920.30	
165	Human Resources Director	58	1240.21	1302.23	1367.32	1435.68	1507.48	1582.83	
171	Community Development Director	52	1090.65	1145.16	1202.44	1262.56	1325.71	1391.98	
170	Development Program Manager	51	1063.89	1117.08	1172.94	1231.59	1293.19	1357.82	
180	Economic Development Director	58	1240.21	1302.23	1367.32	1435.68	1507.48	1582.83	
206	Engineering Technician IV	45	919.04	964.98	1013.22	1063.88	1117.07	1172.93	
207	City Engineer	58	1240.21	1302.23	1367.32	1435.68	1507.48	1582.83	
208	City Planner	51	1063.89	1117.08	1172.94	1231.59	1293.19	1357.82	
209	Public Works Director	58	1240.21	1302.23	1367.32	1435.68	1507.48	1582.83	
307	Director of Information Tech.	62	1350.84	1418.40	1489.33	1563.80	1641.95	1724.05	
403	Golf Professional *	36	737.86	774.73	813.50	854.14	896.87	941.71	
402	Recreation Coordinator	43	809.88	850.38	892.90	937.54	984.42	1033.65	
404	Park/Recreation Manager	45	919.04	964.98	1013.22	1063.88	1117.07	1172.93	
405	Park/Recreation Superintendent	51	1063.89	1117.08	1172.94	1231.59	1293.19	1357.82	
501	Health & Sanitation Director	58	1240.21	1302.23	1367.32	1435.68	1507.48	1582.83	
504	Sanitarian II	44	896.90	941.75	988.84	1038.27	1090.19	1144.70	
507	Sanitarian	43	809.88	850.38	892.90	937.54	984.42	1033.65	
510	Code Enforcement Officer	43	809.88	850.38	892.90	937.54	984.42	1033.65	
610	Police Chief	67	1827.07	1845.36	1863.81	1882.44	1901.26	1920.30	
660	Fire Chief	67	1827.07	1845.36	1863.81	1882.44	1901.26	1920.30	
705	Assistant Street Superintendent	46	941.73	988.81	1038.25	1090.17	1144.68	1201.92	
706	Street Superintendent	51	1063.89	1117.08	1172.94	1231.59	1293.19	1357.82	
810	Water Distribution Supervisor	44	896.90	941.75	988.84	1038.27	1090.19	1144.70	
820	Water System Superintendent	51	1063.89	1117.08	1172.94	1231.59	1293.19	1357.82	
830	Storm Water Coordinator	46	941.73	988.81	1038.25	1090.17	1144.68	1201.92	
845	Wastewater System Superintendent	51	1063.89	1117.08	1172.94	1231.59	1293.19	1357.82	
846	Underground Utilities Superintendent	51	1063.89	1117.08	1172.94	1231.59	1293.19	1357.82	
848	Utilities Director	58	1240.21	1302.23	1367.32	1435.68	1507.48	1582.83	
874	Power Plant Assistant Manager	52	1090.65	1145.16	1202.44	1262.56	1325.71	1391.98	
881	Associate Engineer	52	1090.65	1145.16	1202.44	1262.56	1325.71	1391.98	
890	Power Distribution Manager	57	1231.58	1293.18	1357.81	1425.72	1497.01	1571.86	
892	Electrical Engineer	62	1350.84	1418.40	1489.33	1563.80	1641.95	1724.05	
893	Asst. Power System Director	65	1497.01	1571.86	1650.43	1732.96	1819.60	1910.59	
894	Power System Director	70	1641.92	1724.02	1810.23	1900.75	1995.77	2095.58	
895	Assistant City Manager	67	1504.58	1579.84	1658.81	1741.74	1828.86	1920.30	
896	Asst. City Manager/Development	67	1504.58	1579.84	1658.81	1741.74	1828.86	1920.30	
897	Asst. City Manager/Administration	70	1641.92	1724.02	1810.23	1900.75	1995.77	2095.58	

* Plus 50% of net margin on all sales of golf accessories & mdse.

ORDINANCE NO. 26-12

**AN ORDINANCE REPEALING SCHEDULE A-1 OF
CHAPTER 33 OF THE PIQUA CODE AND ADOPTING
A NEW SCHEDULE A-1 OF CHAPTER 33 OF THE PIQUA
CODE, RELATING TO WAGES OF CERTAIN MUNICIPAL
EMPLOYEES**

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: Schedule A-1 of Chapter 33 of the Piqua Code, as adopted by Ordinance
No. 14-11, is hereby repealed; and

SEC. 2: Schedule A-1 of Chapter 33 of the Piqua Code (appended hereto as
Exhibit "E") is hereby adopted;

SEC. 3: This Ordinance shall take effect and be in force from and after
January 1, 2012.

1st Reading 11-20-2012

2nd Reading 12-04-2012

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	November 20, 2012 December 4, 2012 (2 nd Reading) December 18, 2012 (3 rd Reading)		
REPORT TITLE (Should match resolution/ordinance title)	ORDINANCE NO. 26-12 AN ORDINANCE REPEALING SCHEDULE A-1 OF CHAPTER 33 OF THE PIQUA CODE AND ADOPTING A NEW SCHEDULE A-1 OF CHAPTER 33 OF THE PIQUA CODE, RELATING TO WAGES OF CERTAIN MUNICIPAL EMPLOYEES.		
SUBMITTED BY	Name & Title: Elaine G. Barton Department: Human Resources		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager	<input 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)	The State of Ohio has increase minimum wage effective January 1, 2013 from \$7.70 per hour to \$7.85 per hour. This amounts to a 2% increase for those positions currently at minimum wage. As the pay rate for the positions on Schedule A-1 have not been increased in several years (except for minimum wage) a 2% increase has been applied to all positions.		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	Appropriated in the 2013 budget	
	Expenditure \$:		
	Source of Funds:	Various funds	
	Narrative:		
OPTIONS (Include Deny /Approval Option)	1.	Adopt Ordinance No. 26-12	
	2.	Reject Ordinance No. 26-12	
	3.	Provide staff with an alternate recommendation	
	4.		
PROJECT TIMELINE	January 1, 2013		
STAFF RECOMMENDATION	The pay rates for positions currently at minimum wage must be increased to the new minimum wage rate. As the other pay rates for positions listed on Schedule A-1 have not been increased in several years, it is recommended that Ordinance No. 26-12 be adopted so that the other positions can keep pace with those covered by minimum wage.		
ATTACHMENTS	Schedule A-1		



Department
of Commerce

NEWS RELEASE

John R. Kasich, Governor

David Goodman, Director
Department of Commerce

FOR IMMEDIATE RELEASE
SEPTEMBER 28, 2012

Contact: Dennis Ginty at (614) 644-9564

OHIO MINIMUM WAGE SET TO INCREASE ON JANUARY 1, 2013

Ohio's minimum wage is scheduled to increase on January 1, 2013 to \$7.85 per hour for non-tipped employees and to \$3.93 per hour for tipped employees, plus tips.

The 2012 Ohio minimum wage is \$7.70 per hour for non-tipped employees and \$3.85 for tipped employees, plus tips.

On January 1, 2013, the increased minimum wage will apply to employees of businesses with annual gross receipts of more than \$288,000 per year. The 2012 Ohio minimum wage applies to employees of businesses with annual gross receipts of more than \$283,000 per year.

The Constitutional Amendment passed by Ohio voters in November 2006 states that Ohio's minimum wage shall increase on January 1 of each year by the rate of inflation. The state minimum wage is tied to the Consumer Price Index (CPI) for urban wage earners and clerical workers for the 12-month period prior to September. This CPI index rose 1.7 percent from September 1, 2011 to August 31, 2012. The Amendment also states that the wage rate for non-tipped employees shall be rounded to the nearest five cents. The Constitutional Amendment is available at: www.legislature.state.oh.us/constitution.cfm?Part=2&Section=34a

For employees at smaller companies (with annual gross receipts of \$283,000 or less per year in 2012 or \$288,000 or less per year after January 1, 2013) and for 14- and 15-year-olds, the state minimum wage is \$7.25 per hour. For these employees, the state wage is tied to the federal minimum wage of \$7.25 per hour which requires an act of Congress and the President's signature to change.

Information on Ohio's 2013 minimum wage is available at
http://www.com.ohio.gov/laws/docs/dico_2013MinimumWageposter.pdf

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CLASSIFICATION/ TITLE	HOURLY RATE	
CLERK TYPIST (CO-OP STUDENT)	\$7.85	
CITY CLERK*	\$7.85	
CLERK TYPIST A	\$7.85	
CLERK TYPIST B	\$7.85	
RECORDS & DATA ENTRY CLERK	\$7.85	
ACCOUNT CLERK*	\$10.14	
SECRETARY I*	\$10.44	
SECRETARY II*	\$12.06	
ADMINISTRATIVE SECRETARY*	\$15.83	
ENGINEERING CO-OP I (STUDENT)	\$9.67	
ENGINEERING CO-OP II (STUDENT)	\$10.54	
ENGINEERING CO-OP III (STUDENT)	\$11.35	
ENGINEERING CO-OP IV (STUDENT)	\$12.21	
PLANNING TECHNICIAN	\$16.81	
INTERNS	7.85 to 12.61	
PARKING CONTROL OFFICER	\$8.08	
ANIMAL CONTROL OFFICER	\$7.85	
POWER DISTRIBUTION STOREKEEPER	\$15.76	
PLUMBING INSPECTOR	\$19.48	
CONSTRUCTION INSPECTOR	\$19.48	
PUBLIC HEALTH NURSE	\$19.48	
STREET SWEEPER	\$10.20	
LABORER A	\$7.85	
LABORER B	\$8.43	
LABORER C	\$9.36	
CUSTODIAN	\$7.85	
REFUSE COLLECTOR	\$7.85	
MAINTENANCE WORKER	\$7.85	
STREET DEPT. MAINTENANCE SUPV.	\$10.11	
SEASONAL GOLF COURSE MAINT. LABORER A	\$7.85	plus free golf**
SEASONAL GOLF COURSE MAINT. LABORER B	\$8.43	plus free golf**
SEASONAL GOLF COURSE MAINT. LABORER C	\$9.36	plus free golf**
SUMMER GOLF COURSE MAINT. LABORER A	\$7.85	plus free golf**
SUMMER GOLF COURSE MAINT. LABORER B	\$7.85	plus free golf**
SUMMER GOLF COURSE MAINT. LABORER C	\$7.85	plus free golf**
GOLF COURSE CLUBHOUSE ATTENDANT	\$7.85	plus free golf**
CART/RANGE ATTENDANT	\$7.85	plus free golf**
FOOD SERVICE ATTENDANT (GOLF)	\$7.85	plus free golf**
LIFEGUARD A	\$7.85	
LIFEGUARD B	\$7.85	
LIFEGUARD C	\$7.85	
TICKET WINDOW ATTENDANT A	\$7.85	
TICKET WINDOW ATTENDANT B	\$7.85	
HEAD TICKET WINDOW ATTEND. A	\$7.85	
HEAD TICKET WINDOW ATTEND. B	\$7.99	
RECREATION LEADER	\$7.95	
RECREATION ASSISTANT	\$7.85	
SPORTS INSTRUCTOR	8.80 to 17.61	
DANCE/FITNESS INSTRUCTOR	8.80 to 17.61	
POOL MANAGER	\$534.94	WEEKLY RATE
ASSISTANT POOL MANAGER A	\$369.60	WEEKLY RATE
ASSISTANT POOL MANAGER B	\$387.24	WEEKLY RATE
HEAD LIFE GUARD A	\$319.17	WEEKLY RATE
HEAD LIFE GUARD B	\$336.82	WEEKLY RATE
ASSISTANT LAW DIRECTOR	\$839.87	WEEKLY RATE

*These are confidential employees and are not in any bargaining unit.

**certain restrictions do apply - must work a minimum of 20 hours per week

ORDINANCE NO. 27-12

**AN ORDINANCE REPEALING EXISTING CHAPTER 33.08 - INSURANCE
AND ENACTING A NEW CHAPTER 33.08 - INSURANCE OF THE PIQUA CODE,
RELATING TO EMPLOYEE POLICY**

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

SECTION 1: Existing Chapter 33.08 - Insurance of the Piqua Code is hereby
repealed;

SECTION 2: Chapter 33.08 - Insurance of the Piqua Code (appended hereto as
Attachment "A") is hereby enacted;

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

1st Reading 11-20-12
2nd Reading 12-04-12

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	November 20, 2012 December 4, 2012 (2 nd Reading) December 18, 2012 (3 rd Reading)		
REPORT TITLE (Should match resolution/ordinance title)	ORDINANCE NO. 27-12 AN ORDINANCE REPEALING EXISTING CHAPTER 33.08 – INSURANCE AND ENACTING A NEW CHAPTER 33.08 – INSURANCE OF THE PIQUA CODE RELATING TO EMPLOYEE POLICY		
SUBMITTED BY	Name & Title: Elaine G. Barton Department: Human Resources Director		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input 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)	This Ordinance will set the health savings account (HSA) or health reimbursement account (HRA) contributions and the premium share for the City as well as for the non-union employees for the 2013 benefit year. The City will contribute 75% of the deductible (\$1,500 single/ \$3,000 family) into an HSA or HRA and will contribute 85% of the total cost of the plan leaving 15% for the employee to pay. The employee will be able to earn an additional contribution into their HSA or HRA by participating in certain wellness activities.		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	Funds budgeted in the 2013 appropriation	
	Expenditure \$:		
	Source of Funds:	Various funds	
	Narrative:		
OPTIONS (Include Deny /Approval Option)	1.	Approve Ordinance No. 27-12	
	2.	Reject Ordinance No. 27-12	
	3.	Provide staff with an alternate recommendation	
	4.		
PROJECT TIMELINE	January 1, 2013		
STAFF RECOMMENDATION	Adopt Ordinance No. 27-12 to allow non-union employees to share in the health insurance costs at rate comparable to union employees.		
ATTACHMENTS	Chapter 33.08 - Insurance		

§ 33.08 INSURANCE.

The following provisions shall apply to all Schedule A employees except those covered under §33.15 of this chapter.

The city will provide health insurance benefits including dependent coverage. 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.

(B) Employee HSA accounts will be funded by the City in the amount of \$1,500 for individual coverage and \$3,000 for family coverage for the 2012 plan year, by funding 1/12th of the annual total to be deposited the 1st of each month. Employee HRA accounts will be funded by the City in the amount of \$1,500 for individual coverage and \$3,000 for family coverage for the ~~2012~~ 2013 plan year, by funding the entire amount each year in January.

An employee may be reimbursed up to a maximum of \$400 if on a family plan and \$200 for a single plan each calendar year. The employee and not the family member must participate in the activities below to be eligible for the reimbursement.

Such reimbursement shall be based on participation in self-selected programs established by UnitedHealthcare for eligibility for the Bend the Trend Program, or similar program by the health insurance carrier.

Upon completion of an eligible program, the employee shall submit the required form and information to the Human Resources Director who will submit the request for reimbursement. All reimbursement checks will go to the employee's HSA (or HRA) account and not directly to the employee.

Eligible Activity	Amount Reimbursed	Special Conditions
Biometric Screening Event	\$200	Eligible for reimbursement once each calendar year.
Health Risk Assessment	\$50	Eligible for reimbursement once each calendar year.
Wellness Coaching	\$50	Wellness Coaching is as indicated by the Health Risk Assessment. Eligible for reimbursement once each calendar year.
Registering on health insurance website	\$50	Eligible for reimbursement once each calendar year.

Flu Shot	\$50	Must be received at the City. Eligible for reimbursement once each calendar year.
Exercise	\$50	90 minutes of physical activity per week for each 8 week period completed. Forms must be completed and turned in to Human Resources. The forms are available at HR
BP of less than 130/80 Cholesterol of less than 200 mg BMI of less than 25	\$100	To qualify for reimbursement, the employee must meet two of the three categories.
Prescription Medications	\$100	Employee must switch from brand medication to generic. Must begin only in January and continue for the calendar year. Eligible for each prescription changed.
Prescription Medications	\$50	Employee must switch from brand medication to generic. Must be for a consecutive six month period. Eligible for each prescription changed.
Annual Basic Physical	\$50	Eligible for reimbursement once each calendar year.
Cessation Program	\$100	Employee must complete a program as approved by the HR department and successfully have stopped smoking for a consecutive 6 month period. Employee will be subject to random testing to verify continued success. Eligible for reimbursement only one time during employee's tenure.

(C) The City shall select the carrier for the HDHP annually after consulting with the Insurance Committee. The City will make every effort to maintain comparable coverage.

(D) Cost Sharing. For the ~~2012~~ **2013** plan year, an employee will contribute 15% of the City's total cost of purchasing the employee's HDHP and funding the employee's HSA or HRA, by bi-weekly payroll deduction.

(E) 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.

(F) The city shall provide and pay the necessary premium for group life insurance in an amount equal to two times (not to exceed \$180,000) salary for the following classifications: City Manager, Assistant City Manager, Finance Director, City Engineer, Utilities Director, Power System Director, Human Resources Director, Health and Sanitation Director, Information Technology Director, Law Director, Economic Development Director, Police Chief and Fire Chief.

('97 Code, § 31.09) (Am. Ord. 16-90, passed 4-16-90; Am. Ord. 13-01, passed 8-6-01; Am. Ord. 3-04, passed 1-20-04; Am. Ord. 9-04, passed 5-20-04; Am. Ord. 29-08, passed 12-15-08; Am. Ord. 21-09, passed 12-21-09; Am. Ord. 2-11, passed 4-5-11; Am. Ord. 15-11, passed 12-20-11; Am. Ord. 5-12, passed 2-21-12)

ORDINANCE NO. 28-12
AN AMENDED ORDINANCE TO MAKE APPROPRIATIONS FOR THE
CITY OF PIQUA, OHIO FOR THE YEAR 2013

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

SEC. 1: That there be appropriated from the GENERAL FUND (001)

<u>ACCOUNT</u>	<u>2013</u> <u>APPROPRIATIONS</u>
<u>City Building</u>	
Operation and Maintenance	\$116,294
Allocated Expenses	(\$11,535)
Capital	<u>\$100,000</u>
TOTAL	\$204,759
<u>City Commission</u>	
Personal Services/Administrative Support	\$34,618
Operation and Maintenance	<u>\$67,201</u>
TOTAL	\$101,819
<u>City Manager</u>	
Personal Services/Administrative Support	\$233,484
Operation and Maintenance	\$30,465
Allocated Expenses	<u>(\$193,210)</u>
TOTAL	\$70,739
<u>Civil Service</u>	
Operation and Maintenance	<u>\$350</u>
TOTAL	\$350
<u>Engineering</u>	
Personal Services/Administrative Support	\$348,226
Operation and Maintenance	\$35,074
Allocated Expenses	<u>(\$312,081)</u>
TOTAL	\$71,219
<u>Finance</u>	
Personal Services/Administrative Support	\$495,788
Operation and Maintenance	\$29,483
Allocated Expenses	<u>(\$363,802)</u>
TOTAL	\$161,469
<u>Health</u>	
Personal Services/Administrative Support	\$256,465
Operation and Maintenance	<u>\$100,056</u>
TOTAL	\$356,521
<u>Law</u>	
Personal Services/Administrative Support	\$223,586
Operation and Maintenance	\$19,918
Allocated Expenses	<u>(\$145,128)</u>
TOTAL	\$98,376
<u>Income Tax</u>	
Personal Services/Administrative Support	\$185,126
Operation and Maintenance	<u>\$277,329</u>
TOTAL	\$462,455
<u>Planning & Zoning</u>	
Personal Services/Administrative Support	\$188,011
Operation and Maintenance	\$80,228
Non Government/Transfers/Refunds	<u>\$100</u>
TOTAL	\$268,339
<u>General Government</u>	
Operation and Maintenance	\$220,658
Non Government/Transfers/Refunds	<u>\$100</u>
TOTAL	\$220,758
<u>Human Resources</u>	
Personal Services/Administrative Support	\$178,292
Operation and Maintenance	\$27,770
Allocated Expenses	<u>(\$178,586)</u>
TOTAL	\$27,476
<u>Purchasing</u>	
Personal Services/Administrative Support	\$83,109
Operation and Maintenance	\$5,017
Allocated Expenses	<u>(\$86,021)</u>
TOTAL	\$2,105

Transfers	
Transfer to NIT Fund 104	\$26,192
Transfer to Parks Fund 105	\$125,000
Transfer to Safety Fund 106	\$3,550,000
Transfer to Forest Hill Mausoleum Fund 110	\$1,050
Transfer to Pro Piqua Fund 128	\$59,000
Transfer to Golf 409	\$225,000
Transfer to Ft. Piqua Plaza 410	\$200,000
Transfer to Swimming Pool Fund 414	\$105,000
Transfer to Hospital Clean Ohio Demolition Fund 144	\$15,000

TOTAL \$4,306,242

TOTAL GENERAL FUND \$6,352,627

SEC. 2: That there be appropriated from the STREET DEPARTMENT FUND (101)

Personal Services/Administrative Support	\$924,943
Operation and Maintenance	\$1,536,735
Capital Outlay (including labor)	\$335,217

TOTAL \$2,796,895

SEC. 3: That there be appropriated from the STREET INCOME TAX FUND (103)

Operation and Maintenance	\$1,475,709
Capital Outlay (including labor)	\$4,608,000
Non Government/Transfers/Refunds	\$173,754

TOTAL \$6,257,463

SEC. 4: That there be appropriated from the NEIGHBORHOOD IMPROVEMENT PROGRAM FUND (104)

Personal Services/Administrative Support	\$7,268
Operation and Maintenance	\$168,924

TOTAL \$176,192

SEC. 5: That there be appropriated from the PARK AND RECREATION FUND (105)

Personal Services/Administrative Support	\$252,894
Operation and Maintenance	\$164,687
Capital Outlay (including labor)	\$100,237
Non Government/Transfers/Refunds	\$200

TOTAL \$518,018

SEC. 6: That there be appropriated from the PUBLIC SAFETY FUND (106)

<u>009 Fire Department</u>	
Personal Services/Administrative Support	\$3,103,332
Operation and Maintenance	\$457,305
Capital Outlay (including labor)	\$281,406
Non Government/Transfers/Refunds	\$73,293

TOTAL \$3,915,336

<u>014 Police Department</u>	
Personal Services/Administrative Support	\$3,538,347
Operation and Maintenance	\$691,510
Capital Outlay (including labor)	\$40,000
Non-Government/Transfers/Refunds	\$17,794

TOTAL \$4,287,651

TOTAL PUBLIC SAFETY \$8,202,987

SEC. 7: That there be appropriated from the PIQUA TREE FUND (107)

Operation & Maintenance	\$768
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TOTAL \$768

SEC. 8: That there be appropriated from the D.U.I. EDUCATIONAL FUND (109)

Operation & Maintenance	\$6,000
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TOTAL \$6,000

SEC. 9: That there be appropriated from the FOREST HILL MAUSOLEUM FUND (110)

Operation & Maintenance	\$1,050
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TOTAL \$1,050

SEC. 10: That there be appropriated from the MANDATORY DRUG FINE FUND (111)

Operation and Maintenance	\$3,000
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TOTAL \$3,000

SEC. 11:	That there be appropriated from the CHIP 2010 FUND (112)	
	Operation and Maintenance	\$35,000
	TOTAL	\$35,000
SEC. 12:	That there be appropriated from the RENEW PIQUA FUND (114)	
	Operation and Maintenance	\$12,814
	TOTAL	\$12,814
SEC. 13:	That there be appropriated from the CHIP 2012 FUND (117)	
	Operation and Maintenance	\$500,000
	TOTAL	\$500,000
SEC. 14:	That there be appropriated from the C.H.I.P. PROGRAM INCOME FUND (119)	
	Operation and Maintenance	\$12,436
	TOTAL	\$12,436
SEC. 15:	That there be appropriated from the POLICE AUXILIARY FUND (120)	
	Operation & Maintenance	\$2,625
	TOTAL	\$2,625
SEC. 16:	That there be appropriated from the COMMUNITY DEVELOPMENT BLOCK GRANT FUND (122)	
	Operation and Maintenance	\$19,000
	Capital Outlay (including labor)	\$76,000
	TOTAL	\$95,000
SEC. 17:	That there be appropriated from the WORKER'S COMP FUND (124)	
	Personal Services/Administrative Support	\$270,000
	TOTAL	\$270,000
SEC. 18:	That there be appropriated from the INSURANCE RESERVE FUND (125)	
	Operation & Maintenance	\$313,000
	TOTAL	\$313,000
SEC. 19:	That there be appropriated from the DEMOLITION DEFENSE FUND (126)	
	Non Government/Transfers/Refunds	\$45,000
	TOTAL	\$45,000
SEC. 20:	That there be appropriated from the PRO PIQUA FUND (128)	
	Operation and Maintenance	\$59,000
	TOTAL	\$59,000
SEC. 21:	That there be appropriated from the REVOLVING LOAN FUND (130)	
	Operation and Maintenance	\$60,750
	TOTAL	\$60,750
SEC. 22:	That there be appropriated from the BROWNFIELD EPA GRANT (131)	
	Operation and Maintenance	\$542,000
	TOTAL	\$542,000
SEC. 23:	That there be appropriated from the COMMUNITY DEVELOPMENT FUND (135)	
	Personal Services/Administrative Support	\$237,750
	Operation and Maintenance	\$76,417
	Allocated Expenses	(\$314,167)
	TOTAL	\$0
SEC. 24:	That there be appropriated from the FEMA FUND (139)	
	Personal Services/Administrative Support	\$20,000
	TOTAL	\$20,000
SEC. 25:	That there be appropriated from the AGRICULTURAL REVOLVING LOAN FUND (142)	
	Operation and Maintenance	\$24,250
	TOTAL	\$24,250

SEC. 26:	That there be appropriated from the CORF HOPSITAL DEMOLITION FUND (144)	
Operation and Maintenance		<u>\$75,000</u>
TOTAL		\$75,000
SEC. 27:	That there be appropriated from the SPECIAL ASSESSMENT DEBT SERVICE FUND (202)	
Operation and Maintenance		\$24,355
Non Government/Transfers/Refunds		<u>\$22,843</u>
TOTAL		\$47,198
SEC. 28:	That there be appropriated from the OWDA-1995 LOAN WASTEWATER DEBT SERVICE FUND (210)	
Non Government/Transfers/Refunds		<u>\$506,538</u>
TOTAL		\$506,538
SEC. 29:	That there be appropriated from the SIB 25A NOTE '08 FUND (216)	
Non Government/Transfers/Refunds		<u>\$173,755</u>
TOTAL		\$173,755
SEC. 30:	That there be appropriated from the SWIMMING POOL DEBT SERVICE FUND (221)	
Non Government/Transfers/Refunds		<u>\$8,463</u>
TOTAL		\$8,463
SEC. 31:	That there be appropriated from the ELECTRIC DEBT SERVICE FUND (238)	
Non Government/Transfers/Refunds		<u>\$1,700,000</u>
TOTAL		\$1,700,000
SEC. 32:	That there be appropriated from the GOLF COURSE EXPANSION G.O. BONDS DEBT SERVICE FUND (243)	
Non Government/Transfers/Refunds		<u>\$167,847</u>
TOTAL		\$167,847
SEC. 33:	That there be appropriated from the PFDP PENSION G. O. BONDS DEBT SERVICE FUND (249)	
Non Government/Transfers/Refunds		<u>\$40,625</u>
TOTAL		\$40,625
SEC. 34:	That there be appropriated from the WATER TOWER DEBT SERVICE FUND (250)	
Non Government/Transfers/Refunds		<u>\$132,823</u>
TOTAL		\$132,823
SEC. 35:	That there be appropriated from the WATER TOWER DEBT SERVICE FUND 2006 (251)	
Non Government/Transfers/Refunds		<u>\$14,351</u>
TOTAL		\$14,351
SEC. 36:	That there be appropriated from the EQUALIZATION TANK '08 NOTE (OWDA) DEBT SERVICE FUND (254)	
Non Government/Transfers/Refunds		<u>\$303,393</u>
TOTAL		\$303,393
SEC. 37:	That there be appropriated from the FIRE EQUIPMENT '08 G.O. NOTE FUND (255)	
Non/Government/Transfers/Refunds		<u>\$50,463</u>
TOTAL		\$50,463
SEC. 38:	That there be appropriated from the WATER PLANT OWDA DEBT SERVICE FUND (256)	
Non/Government/Transfers/Refunds		<u>\$2,180,000</u>
TOTAL		\$2,180,000
SEC. 39:	That there be appropriated from the WASTEWATER PLANT ENGINEERING DEBT SERVICE FUND (257)	
Non/Government/Transfers/Refunds		<u>\$1,236,000</u>
TOTAL		\$1,236,000

SEC. 40:	That there be appropriated from the SWIMMING POOL CONSTRUCTION FUND (323)	
	Non Government/Transfers/Refunds	\$40
	TOTAL	\$40
SEC. 41:	That there be appropriated from the POWER SYSTEM FUND (401)	
	Personal Services/Administrative Support	\$2,196,121
	Operation and Maintenance	\$25,256,024
	Capital Outlay (including labor)	\$3,963,029
	Overhead Transfers	(\$270,000)
	TOTAL	\$31,145,174
SEC. 42:	That there be appropriated from the WATER SYSTEM FUND (403)	
	Personal Services/Administrative Support	\$1,284,569
	Operation and Maintenance	\$2,145,459
	Capital Outlay (including labor)	\$3,313,640
	Non Government/Transfers/Refunds	\$147,164
	TOTAL	\$6,890,832
SEC. 43:	That there be appropriated from the WASTEWATER SYSTEM FUND (404)	
	Personal Services/Administrative Support	\$1,235,271
	Operation and Maintenance	\$1,347,088
	Capital Outlay (including labor)	\$1,277,000
	Non Government/Transfers/Refunds	\$809,790
	TOTAL	\$4,669,149
SEC. 44:	That there be appropriated from the GARBAGE AND REFUSE FUND (405)	
	Personal Services/Administrative Support	\$544,647
	Operation and Maintenance	\$1,217,068
	Capital Outlay (including labor)	\$171,500
	TOTAL	\$1,933,215
SEC. 45:	That there be appropriated from the CITY INCOME TAX ADMINISTRATION FUND (407)	
	Non Government/Transfers/Refunds	\$7,750,000
	TOTAL	\$7,750,000
SEC. 46:	That there be appropriated from the INFORMATION TECHNOLOGY FUND (408)	
	Personal Services/Administrative Support	\$293,951
	Operation and Maintenance	\$232,516
	Capital Outlay (including labor)	\$150,000
	TOTAL	\$676,467
SEC. 47:	That there be appropriated from the GOLF COURSE FUND (409)	
	Personal Services/Administrative Support	\$269,670
	Operation and Maintenance	\$352,905
	Non Government/Transfers/Refunds	\$167,648
	TOTAL	\$790,223
SEC. 48:	That there be appropriated from the FORT PIQUA PLAZA FUND (410)	
	Operation & Maintenance	\$300,100
	Non Government/Transfers/Refunds	\$3,500
	TOTAL	\$303,600
SEC. 49:	That there be appropriated from the STORMWATER UTILITY FUND (411)	
	Personal Services/Administrative Support	\$363,753
	Operation and Maintenance	\$463,822
	Capital Outlay (including labor)	\$520,000
	TOTAL	\$1,347,575
SEC. 50:	That there be appropriated from the METER READERS FUND (412)	
	Personal Services/Administrative Support	\$199,568
	Operation and Maintenance	\$43,158
	Allocated Expenses	(\$242,726)
	TOTAL	\$0
SEC. 51:	That there be appropriated from the UTILITIES BUSINESS OFFICE FUND (413)	
	Personal Services/Administrative Support	\$512,789
	Operation and Maintenance	\$385,548
	Non Government/Transfers/Refunds	\$5,000
	Allocated Expenses	(\$903,337)
	TOTAL	\$0

SEC. 52: That there be appropriated from the SWIMMING POOL FUND (415)

Personal Services/Administrative Support	\$92,691
Operation and Maintenance	\$102,209
Non Government/Transfers/Refunds	\$8,446
TOTAL	\$203,346

SEC. 53: That there be appropriated from the LAW ENFORCEMENT TRUST (609)

Non Government/Transfers/Refunds	\$12,500
TOTAL	\$12,500

SEC. 54: That there be appropriated from the CONSERVANCY FUND (611)

Operation and Maintenance	\$28,200
TOTAL	\$28,200

SEC. 55: That there be appropriated from the CITY HEALTH INSURANCE FUND (614)

Operation and Maintenance	\$105,000
TOTAL	\$105,000

SEC. 56: That there be appropriated from the EMPLOYEE FLEXIBLE SPENDING FUND (615)

Administrative Support	\$225,000
TOTAL	\$225,000

SEC. 57: That there be appropriated from the WEED CUTTING FUND (735)

Operation and Maintenance	\$20,000
TOTAL	\$20,000

SEC. 58: That there be appropriated from the SAFETY EQUIPMENT REPLACEMENT FUND (809)

Non Government/Transfers/Refunds	\$272,033
TOTAL	\$272,033

SEC. 59: That the sums appropriated are actual expenditures for goods and services or other government functions performed in the calendar year 2013. Future commitments representing encumbrances of fund balance or future receipts will be appropriated in the future year when those services or goods are rendered to the city.

SEC. 60: That the sums expended from the appropriations and which are proper charges against any other department or against any person, firm or corporation which are repaid with the period covered by such appropriations shall be considered reappropriated for such original purposes; provided, that the net total of expenditures under any item of said appropriations shall not exceed the amount of the item.

SEC. 61: That the Director of Finance is hereby authorized and directed to draw her warrant upon the City Treasury for the amounts appropriated in this order when claims are properly presented and approved, the same to be chargeable to the appropriations for the year 2013 when passed and legally contracted for in conformity by law.

SEC. 62: That the Finance Director at the discretion of the City Manager make temporary advances from the General Fund to any Fund to cover temporary shortages of cash until revenues or permanent transfers become available to repay that temporary advance. That these advances shall not exceed \$1,000,000 in the aggregate nor extend past December 31, 2013; except those that are to be reimbursed by federal, state or other grant programs that were previously approved by this Commission.

SEC. 63: That all ordinances, or parts of ordinances, inconsistent with this ordinance be and they are hereby repealed.

1st Reading 11-20-2012
2nd Reading 12-4-2012

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____

REBECCA J. COOL
CLERK OF COMMISSION

ORDINANCE NO. 29-12
AN EMERGENCY ORDINANCE TO MAKE APPROPRIATIONS FOR THE
CITY OF PIQUA, OHIO FOR THE YEAR 2012

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

SEC. 1: That there be appropriated from the GENERAL FUND (001)

<u>ACCOUNT</u>	<u>2012 APPROPRIATIONS</u>	<u>2012 REVISED APPROPRIATIONS</u>	<u>2012 FINAL APPROPRIATIONS</u>
<u>City Building</u>			
Operation and Maintenance	\$100,912	\$105,812	\$105,812
Allocated Expenses	(\$11,547)	(\$11,547)	(\$11,547)
TOTAL	\$89,365	\$94,265	\$94,265
<u>City Commission</u>			
Personal Services/Administrative Support	\$34,894	\$34,894	\$34,894
Operation and Maintenance	\$66,082	\$66,082	\$66,082
TOTAL	\$100,976	\$100,976	\$100,976
<u>City Manager</u>			
Personal Services/Administrative Support	\$227,564	\$227,564	\$231,064
Operation and Maintenance	\$41,819	\$41,819	\$41,819
Allocated Expenses	(\$197,188)	(\$197,188)	(\$199,969)
TOTAL	\$72,195	\$72,195	\$72,914
<u>Civil Service</u>			
Operation and Maintenance	\$18,600	\$18,600	\$18,600
Non Government/Transfers/Refunds	\$0	\$30	\$30
TOTAL	\$18,600	\$18,630	\$18,630
<u>Engineering</u>			
Personal Services/Administrative Support	\$341,564	\$341,564	\$341,564
Operation and Maintenance	\$29,283	\$29,283	\$29,283
Allocated Expenses	(\$301,943)	(\$301,943)	(\$301,943)
TOTAL	\$68,904	\$68,904	\$68,904
<u>Finance</u>			
Personal Services/Administrative Support	\$475,437	\$475,437	\$475,437
Operation and Maintenance	\$35,869	\$35,869	\$35,869
Allocated Expenses	(\$354,130)	(\$354,130)	(\$354,130)
TOTAL	\$157,176	\$157,176	\$157,176
<u>Health</u>			
Personal Services/Administrative Support	\$249,678	\$249,678	\$249,678
Operation and Maintenance	\$94,800	\$94,800	\$94,800
Non Government/Transfers/Refunds	\$0	\$30	\$30
TOTAL	\$344,478	\$344,508	\$344,508
<u>Law</u>			
Personal Services/Administrative Support	\$191,278	\$191,278	\$191,278
Operation and Maintenance	\$16,461	\$16,461	\$16,461
Allocated Expenses	(\$123,804)	(\$123,804)	(\$123,804)
TOTAL	\$83,935	\$83,935	\$83,935
<u>Income Tax</u>			
Personal Services/Administrative Support	\$174,614	\$174,614	\$174,614
Operation and Maintenance	\$175,696	\$175,696	\$175,696
TOTAL	\$350,310	\$350,310	\$350,310
<u>Planning & Zoning</u>			
Personal Services/Administrative Support	\$178,674	\$178,674	\$178,674
Operation and Maintenance	\$14,400	\$14,400	\$14,900
Non Government/Transfers/Refunds	\$0	\$0	\$100
TOTAL	\$193,074	\$193,074	\$193,674
<u>General Government</u>			
Operation and Maintenance	\$220,330	\$220,330	\$220,330
Non Government/Transfers/Refunds	\$100	\$100	\$100
TOTAL	\$220,430	\$220,430	\$220,430
<u>Human Resources</u>			
Personal Services/Administrative Support	\$166,632	\$166,632	\$166,632
Operation and Maintenance	\$14,581	\$15,660	\$15,660
Allocated Expenses	(\$155,596)	(\$156,675)	(\$156,675)
TOTAL	\$25,617	\$25,617	\$25,617

	2012 APPROPRIATIONS	2012 REVISED APPROPRIATIONS	2012 FINAL APPROPRIATIONS
<u>Purchasing</u>			
Personal Services/Administrative Support	\$75,874	\$75,874	\$75,874
Operation and Maintenance	\$5,548	\$5,548	\$5,548
Allocated Expenses	(\$79,475)	(\$79,475)	(\$79,475)
TOTAL	\$1,947	\$1,947	\$1,947
<u>Transfers</u>			
Transfer to NIT Fund 104	\$26,192	\$26,192	\$26,192
Transfer to Parks Fund 105	\$125,000	\$125,000	\$125,000
Transfer to Safety Fund 106	\$3,550,000	\$3,550,000	\$3,550,000
Transfer to Forest Hill Mausoleum Fund 110	\$3,920	\$3,920	\$3,920
Transfer to Pro Piqua Fund 128	\$59,000	\$59,000	\$59,000
Transfer to Golf 409	\$225,000	\$225,000	\$225,000
Transfer to Ft. Piqua Plaza 410	\$180,000	\$203,140	\$203,140
Transfer to Swimming Pool Fund 415	\$80,000	\$105,300	\$105,300
TOTAL	\$4,249,112	\$4,297,552	\$4,297,552
TOTAL GENERAL FUND	\$5,976,119	\$6,029,519	\$6,030,838
SEC. 2:	That there be appropriated from the STREET DEPARTMENT FUND (101)		
Personal Services/Administrative Support	\$868,657	\$868,657	\$868,657
Operation and Maintenance	\$1,512,632	\$1,535,469	\$1,535,469
Capital Outlay (including labor)	\$184,000	\$184,000	\$184,000
TOTAL	\$2,565,289	\$2,588,126	\$2,588,126
SEC. 3:	That there be appropriated from the STREET INCOME TAX FUND (103)		
Operation and Maintenance	\$338,348	\$338,348	\$338,348
Capital Outlay (including labor)	\$2,782,759	\$2,782,759	\$2,782,759
Non Government/Transfers/Refunds	\$188,866	\$188,866	\$188,866
TOTAL	\$3,309,973	\$3,309,973	\$3,309,973
SEC. 4:	That there be appropriated from the NEIGHBORHOOD IMPROVEMENT TEAM FUND (104)		
Personal Services/Administrative Support	\$12,082	\$12,082	\$3,590
Operation and Maintenance	\$14,110	\$164,110	\$12,365
TOTAL	\$26,192	\$176,192	\$15,955
SEC. 5:	That there be appropriated from the PARK AND RECREATION FUND (105)		
Personal Services/Administrative Support	\$267,179	\$283,279	\$283,279
Operation and Maintenance	\$168,672	\$168,672	\$168,672
Capital Outlay	\$0	\$250,000	\$250,000
Non Government/Transfers/Refunds	\$0	\$0	\$520
TOTAL	\$435,851	\$701,951	\$702,471
SEC. 6:	That there be appropriated from the PUBLIC SAFETY FUND (106)		
<u>009 Fire Department</u>			
Personal Services/Administrative Support	\$3,175,034	\$3,175,034	\$3,220,034
Operation and Maintenance	\$398,148	\$405,473	\$405,473
Capital Outlay (including labor)	\$219,900	\$219,900	\$174,900
Non Government/Transfers/Refunds	\$70,300	\$70,300	\$70,300
TOTAL	\$3,863,382	\$3,870,707	\$3,870,707
<u>014 Police Department</u>			
Personal Services/Administrative Support	\$3,541,215	\$3,541,215	\$3,541,215
Operation and Maintenance	\$590,597	\$590,597	\$590,597
Capital Outlay (including labor)	\$124,300	\$124,300	\$124,300
Non-Government/Transfers/Refunds	\$18,627	\$18,627	\$18,627
TOTAL	\$4,274,739	\$4,274,739	\$4,274,739
TOTAL PUBLIC SAFETY	\$8,138,121	\$8,145,446	\$8,145,446
SEC. 7:	That there be appropriated from the PIQUA TREE FUND (107)		
Operation & Maintenance	\$3,000	\$3,491	\$3,491
TOTAL	\$3,000	\$3,491	\$3,491
SEC. 8:	That there be appropriated from the D.U.I. EDUCATIONAL FUND (109)		
Operation & Maintenance	\$3,000	\$3,000	\$3,000
TOTAL	\$3,000	\$3,000	\$3,000

SEC. 9:	That there be appropriated from the FOREST HILL MAUSOLEUM FUND (110)			
	Operation & Maintenance	\$3,920	\$3,920	\$1,000
	TOTAL	\$3,920	\$3,920	\$1,000
SEC. 10:	That there be appropriated from the MANDATORY DRUG FINE FUND (111)			
	Operation and Maintenance	\$1,200	\$1,200	\$1,200
	TOTAL	\$1,200	\$1,200	\$1,200
SEC. 11:	That there be appropriated from the CHIP 2010 FUND (112)			
	Operation and Maintenance	\$279,965	\$263,682	\$263,682
	TOTAL	\$279,965	\$263,682	\$263,682
SEC. 12:	That there be appropriated from the RENEW PIQUA FUND (114)			
	Operation and Maintenance	\$6,000	\$6,000	\$6,000
	TOTAL	\$6,000	\$6,000	\$6,000
SEC. 13:	That there be appropriated from the CHIP 2012 FUND (117)			
	Operation and Maintenance	\$400,000	\$0	\$0
	TOTAL	\$400,000	\$0	\$0
SEC. 14:	That there be appropriated from the C.H.I.P. PROGRAM INCOME FUND (119)			
	Operation and Maintenance	\$12,072	\$12,072	\$20,000
	TOTAL	\$12,072	\$12,072	\$20,000
SEC. 15:	That there be appropriated from the POLICE AUXILIARY FUND (120)			
	Operation & Maintenance	\$2,625	\$2,625	\$2,625
	TOTAL	\$2,625	\$2,625	\$2,625
SEC. 16:	That there be appropriated from the COMMUNITY DEVELOPMENT BLOCK GRANT FUND (122)			
	Operation and Maintenance	\$21,600	\$21,600	\$21,600
	Capital Outlay (including labor)	\$86,400	\$86,400	\$86,400
	TOTAL	\$108,000	\$108,000	\$108,000
SEC. 17:	That there be appropriated from the WORKER'S COMP FUND (124)			
	Personal Services/Administrative Support	\$223,702	\$249,083	\$249,083
	TOTAL	\$223,702	\$249,083	\$249,083
SEC. 18:	That there be appropriated from the INSURANCE RESERVE FUND (125)			
	Operation & Maintenance	\$311,214	\$321,935	\$321,935
	TOTAL	\$311,214	\$321,935	\$321,935
SEC. 19:	That there be appropriated from the DEMOLITION DEFENSE FUND (126)			
	Non Government/Transfers/Refunds	\$30,000	\$61,062	\$79,174
	TOTAL	\$30,000	\$61,062	\$79,174
SEC. 20:	That there be appropriated from the ENTERPRISE ZONE APPLICATION FUND (127)			
	Operation & Maintenance	\$300	\$300	\$0
	TOTAL	\$300	\$300	\$0
SEC. 21:	That there be appropriated from the PRO PIQUA FUND (128)			
	Operation and Maintenance	\$59,000	\$59,000	\$59,000
	TOTAL	\$59,000	\$59,000	\$59,000
SEC. 22:	That there be appropriated from the REVOLVING LOAN FUND (130)			
	Operation and Maintenance	\$20,250	\$20,250	\$20,250
	TOTAL	\$20,250	\$20,250	\$20,250

SEC. 23:	That there be appropriated from the BROWNFIELD EPA GRANT (131)			
	Operation and Maintenance	\$400,000	\$400,000	\$0
	TOTAL	\$400,000	\$400,000	\$0
SEC. 24:	That there be appropriated from the COMMUNITY DEVELOPMENT FUND (135)			
	Personal Services/Administrative Support	\$223,981	\$223,981	\$223,981
	Operation and Maintenance	\$79,987	\$79,987	\$79,987
	Allocated Expenses	(\$303,968)	(\$303,968)	(\$303,968)
	TOTAL	\$0	\$0	\$0
SEC. 25:	That there be appropriated from the DOWNTOWN REVITALIZATION (GENERAL BUSINESS) FUND (137)			
	Operation and Maintenance	\$50,000	\$0	\$0
	TOTAL	\$50,000	\$0	\$0
SEC. 26:	That there be appropriated from the FEMA FUND (139)			
	Personal Services/Administrative Support	\$20,000	\$20,000	\$16,251
	Operation and Maintenance	\$0	\$0	\$63,781
	TOTAL	\$20,000	\$20,000	\$80,032
SEC. 27:	That there be appropriated from the ECONOMIC DEVELOPMENT REVOLVING LOAN FUND (141)			
	Operation and Maintenance	\$200,000	\$200,000	\$0
	TOTAL	\$200,000	\$200,000	\$0
SEC. 28:	That there be appropriated from the AGRICULTURAL REVOLVING LOAN FUND (142)			
	Operation and Maintenance	\$20,250	\$20,250	\$20,250
	TOTAL	\$20,250	\$20,250	\$20,250
SEC. 29:	That there be appropriated from the CLEAN OHIO ASSISTANCE FUND DEMOLITION (144)			
	Operation and Maintenance	\$2,000,000	\$2,000,000	\$2,000,000
	TOTAL	\$2,000,000	\$2,000,000	\$2,000,000
SEC. 30:	That there be appropriated from the SPECIAL ASSESSMENT DEBT SERVICE FUND (202)			
	Operation and Maintenance	\$69,355	\$69,355	\$69,355
	Non Government/Transfers/Refunds	\$28,836	\$28,836	\$28,836
	TOTAL	\$98,191	\$98,191	\$98,191
SEC. 31:	That there be appropriated from the OWDA-1995 LOAN WASTEWATER DEBT SERVICE FUND (210)			
	Non Government/Transfers/Refunds	\$506,538	\$506,538	\$506,538
	TOTAL	\$506,538	\$506,538	\$506,538
SEC. 32:	That there be appropriated from the SIB 25A NOTE '08 FUND (216)			
	Non Government/Transfers/Refunds	\$173,754	\$173,754	\$173,754
	TOTAL	\$173,754	\$173,754	\$173,754
SEC. 33:	That there be appropriated from the SWIMMING POOL DEBT SERVICE FUND (221)			
	Non Government/Transfers/Refunds	\$8,437	\$8,437	\$8,437
	TOTAL	\$8,437	\$8,437	\$8,437
SEC. 34:	That there be appropriated from the ELECTRIC G O BONDS DEBT SERVICE FUND (238)			
	Non Government/Transfers/Refunds	\$118,528	\$118,528	\$0
	TOTAL	\$118,528	\$118,528	\$0

SEC. 35: That there be appropriated from the GOLF COURSE EXPANSION
G.O. BONDS DEBT SERVICE FUND (243)

Non Government/Transfers/Refunds	\$167,328	\$167,328	\$167,328
TOTAL	\$167,328	\$167,328	\$167,328

SEC. 36: That there be appropriated from the PFD PENSION G. O. BONDS
DEBT SERVICE FUND (249)

Non Government/Transfers/Refunds	\$42,188	\$42,188	\$42,188
TOTAL	\$42,188	\$42,188	\$42,188

SEC. 37: That there be appropriated from the WATER TOWER
DEBT SERVICE FUND (250)

Non Government/Transfers/Refunds	\$132,822	\$132,822	\$132,822
TOTAL	\$132,822	\$132,822	\$132,822

SEC. 38: That there be appropriated from the WATER TOWER
DEBT SERVICE FUND 2006 (251)

Non Government/Transfers/Refunds	\$14,351	\$14,351	\$14,351
TOTAL	\$14,351	\$14,351	\$14,351

SEC. 39: That there be appropriated from the INFORMATION TECHNOLOGY
BONDS DEBT SERVICE FUND (253)

Non Government/Transfers/Refunds	\$0	\$21,284	\$21,284
TOTAL	\$0	\$21,284	\$21,284

SEC. 40: That there be appropriated from the EQUALIZATION TANK '08 NOTE
(OWDA) DEBT SERVICE FUND (254)

Non Government/Transfers/Refunds	\$303,392	\$303,392	\$303,392
TOTAL	\$303,392	\$303,392	\$303,392

SEC. 41: That there be appropriated from the FIRE EQUIPMENT '08 G.O.
NOTE FUND (255)

Non/Government/Transfers/Refunds	\$46,513	\$46,513	\$46,513
TOTAL	\$46,513	\$46,513	\$46,513

SEC. 42: That there be appropriated from the SWIMMING POOL CONSTRUCTION
FUND (323)

Non Government/Transfers/Refunds	\$40	\$40	\$2
TOTAL	\$40	\$40	\$2

SEC. 43: That there be appropriated from the POWER SYSTEM FUND (401)

Personal Services/Administrative Support	\$2,093,848	\$2,093,848	\$2,093,848
Operation and Maintenance	\$24,375,570	\$24,539,288	\$24,539,288
Capital Outlay (including labor)	\$6,672,864	\$7,395,364	\$7,395,364
Overhead Transfers	(\$300,000)	(\$300,000)	(\$300,000)
Non Government/Transfers/Refunds	\$118,528	\$118,528	\$118,528
TOTAL	\$32,960,810	\$33,847,028	\$33,847,028

SEC. 44: That there be appropriated from the WATER SYSTEM FUND (403)

Personal Services/Administrative Support	\$1,251,188	\$1,243,188	\$1,243,188
Operation and Maintenance	\$1,735,975	\$1,894,052	\$1,894,052
Capital Outlay (including labor)	\$2,888,572	\$2,888,572	\$1,338,572
Overhead Transfers	\$0	(\$4,910)	(\$4,910)
Non Government/Transfers/Refunds	\$147,136	\$147,136	\$147,136
TOTAL	\$6,022,871	\$6,168,038	\$4,618,038

SEC. 45: That there be appropriated from the WASTEWATER SYSTEM FUND (404)

Personal Services/Administrative Support	\$1,140,901	\$1,140,901	\$1,140,901
Operation and Maintenance	\$1,162,270	\$1,231,281	\$1,231,281
Capital Outlay (including labor)	\$263,971	\$304,875	\$304,875
Non Government/Transfers/Refunds	\$801,840	\$801,840	\$813,590
TOTAL	\$3,368,982	\$3,478,897	\$3,490,647

SEC. 46: That there be appropriated from the GARBAGE AND REFUSE FUND (405)

Personal Services/Administrative Support	\$561,818	\$561,818	\$561,818
Operation and Maintenance	\$1,160,961	\$1,161,982	\$1,161,982
Capital Outlay (including labor)	\$126,500	\$126,500	\$136,615
TOTAL	\$1,849,279	\$1,850,300	\$1,860,415

SEC. 47: That there be appropriated from the CITY INCOME TAX ADMINISTRATION FUND (407)

Non Government/Transfers/Refunds	\$7,750,000	\$7,750,000	\$8,440,000
TOTAL	\$7,750,000	\$7,750,000	\$8,440,000

SEC. 48: That there be appropriated from the INFORMATION TECHNOLOGY FUND (408)

Personal Services/Administrative Support	\$281,097	\$281,097	\$281,097
Operation and Maintenance	\$165,882	\$189,642	\$189,642
Capital Outlay (including labor)	\$185,000	\$185,000	\$185,000
TOTAL	\$631,979	\$655,739	\$655,739

SEC. 49: That there be appropriated from the GOLF COURSE FUND (409)

Personal Services/Administrative Support	\$253,875	\$253,875	\$253,875
Operation and Maintenance	\$297,847	\$317,666	\$317,666
Non Government/Transfers/Refunds	\$168,502	\$168,502	\$168,502
TOTAL	\$720,224	\$740,043	\$740,043

SEC. 50: That there be appropriated from the FORT PIQUA PLAZA FUND (410)

Operation & Maintenance	\$287,806	\$287,806	\$305,000
Non Government/Transfers/Refunds	\$3,000	\$3,500	\$4,880
TOTAL	\$290,806	\$291,306	\$309,880

SEC. 51: That there be appropriated from the STORMWATER UTILITY FUND (411)

Personal Services/Administrative Support	\$267,869	\$267,869	\$267,869
Operation and Maintenance	\$419,526	\$425,128	\$425,128
Capital Outlay (including labor)	\$515,000	\$515,000	\$515,000
TOTAL	\$1,202,395	\$1,207,997	\$1,207,997

SEC. 52: That there be appropriated from the METER READERS FUND (412)

Personal Services/Administrative Support	\$215,930	\$215,930	\$215,930
Operation and Maintenance	\$30,685	\$30,685	\$30,685
Allocated Expenses	(\$246,615)	(\$246,615)	(\$246,615)
TOTAL	\$0	\$0	\$0

SEC. 53: That there be appropriated from the UTILITIES BUSINESS OFFICE FUND (413)

Personal Services/Administrative Support	\$480,805	\$480,805	\$480,805
Operation and Maintenance	\$367,154	\$367,154	\$385,000
Non Government/Transfers/Refunds	\$5,000	\$5,000	\$5,300
Allocated Expenses	(\$852,959)	(\$852,959)	(\$871,105)
TOTAL	\$0	\$0	\$0

SEC. 54: That there be appropriated from the SWIMMING POOL FUND (415)

Personal Services/Administrative Support	\$78,006	\$108,166	\$107,146
Operation and Maintenance	\$75,136	\$70,136	\$67,000
Non Government/Transfers/Refunds	\$8,628	\$8,728	\$9,125
TOTAL	\$161,770	\$187,030	\$183,271

SEC. 55: That there be appropriated from the UNCLAIMED TRUST FUND (606)

Non Government/Transfers/Refunds	\$1,000	\$1,000	\$1,000
TOTAL	\$1,000	\$1,000	\$1,000

SEC. 56: That there be appropriated from the CONSERVANCY FUND (611)

Operation and Maintenance	\$46,700	\$46,700	\$46,700
TOTAL	\$46,700	\$46,700	\$46,700

SEC. 57: That there be appropriated from the CITY HEALTH INSURANCE FUND (614)

Operation and Maintenance	\$2,875,000	\$2,875,000	\$50,000
Non Government/Transfers/Refunds	\$340,000	\$340,000	\$0
TOTAL	\$3,215,000	\$3,215,000	\$50,000

SEC. 58: That there be appropriated from the EMPLOYEE FLEXIBLE SPENDING FUND (615)

Administrative Support	\$185,000	\$185,000	\$185,000
TOTAL	\$185,000	\$185,000	\$185,000

SEC. 59: That there be appropriated from the WEED CUTTING FUND (735)

Operation and Maintenance	\$20,000	\$20,000	\$11,000
TOTAL	\$20,000	\$20,000	\$11,000

SEC. 60: That there be appropriated from the BROADWAY STREET RECONSTRUCTION FUND (754)

Capital Outlay (including labor)	\$98,250	\$0	\$0
TOTAL	\$98,250	\$0	\$0

SEC. 61: That there be appropriated from the SAFETY EQUIPMENT REPLACEMENT FUND (809)

Non Government/Transfers/Refunds	\$317,400	\$317,400	\$95,125
TOTAL	\$317,400	\$317,400	\$95,125

SEC. 62: That the sum appropriated are actual expenditures for goods and services or other government functions performed in the calendar year 2012. Future commitments representing encumbrances of fund balance or future receipts will be appropriated in the future year when those services or goods are rendered to the city.

SEC. 63: That the sums expended from the appropriations and which are proper charges against any other department or against any person, firm or corporation which are repaid with the period covered by such appropriations shall be considered reappropriated for such original purposes; provided, that the net total of expenditures under any item of said appropriations shall not exceed the amount of the item.

SEC. 64: That the Director of Finance is hereby authorized and directed to draw her warrant upon the City Treasury for the amounts appropriated in this order when claims are properly presented and approved, the same to be chargeable to the appropriations for the year 2012 when passed and legally contracted for in conformity by law.

SEC. 65: That the Finance Director at the discretion of the City Manager make temporary advances from the General Fund to any Fund to cover temporary shortages of cash until revenues or permanent transfers become available to repay that temporary advance. That these advances shall not exceed \$1,000,000 in the aggregate nor extend past December 31, 2012; except those that are to be reimbursed by federal, state or other grant programs that were previously approved by this Commission.

SEC. 66: That all ordinances, or parts of ordinances, inconsistent with this ordinance be and they are hereby repealed.

SEC. 67: That this ordinance is declared and emergency for immediate preservation of the public peace, health, or safety in the City of Piqua and sh take effect and be in force from and after passage.

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

Ordinance 29-12 Final Appropriation Comparison to the Revised Appropriations Exhibit A

		<u>General Fund Areas</u>
General Fund (001)		
City Manager (005)		
Personal Services/Administrative Support	\$	3,500
Allocated Expenses	\$	(2,781)
Planning and Zoning (013)		
Operation and Maintenance	\$	500
Non Government/Transfers/Refunds	\$	100
Net Increase to General Fund	<u>\$</u>	<u>1,319</u>
Neighborhood Improvement Team Fund (104)		
Personal Services/Administrative Support	\$	(8,492)
Operation and Maintenance	\$	(151,745) Demo Grant Moved to 2013
Neighborhood Improvement Team (104)	<u>\$</u>	<u>(160,237)</u>
Park and Recreation Fund (105)		
Non Government/Transfers/Refunds	\$	520
Safety Fund (106)		
Fire Department (009)		
Personal Services/Administrative Support	\$	45,000
Capital Outlay (including labor)	\$	(45,000)
Net Increase to Safety Fund (106)	<u>\$</u>	<u>-</u>
Total General Fund Area Change	<u>\$</u>	<u>(158,398)</u>
		<u>Other Fund Areas</u>
Forest Hill Mausoleum Fund (110)		
Operation and Maintenance	\$	(2,920)
CHIP Program Income Fund (119)		
Operation and Maintenance	\$	7,928
Demolition Defense Fund (126)		
Non Government/Transfers/Refunds	\$	18,112 Increase in number of fires
Enterprise Zone Application Fund (127)		
Operation and Maintenance	\$	(300)
Brownfield EPA Grant Fund (131)		
Operation and Maintenance	\$	(400,000) Grant not received
FEMA Fund (139)		
Personal Services/Administrative Support	\$	(3,749) Hurrigan Sandy
Operation and Maintenance	\$	63,781 June Storm Damage
Total FEMA Fund (139)	<u>\$</u>	<u>60,032</u>
Economic Development Revolving Loan Fund (141)		
Operation and Maintenance	\$	(200,000) Not used
Electric G.O. Bonds Debt Service Fund (238)		
Non Government/Transfers/Refunds	\$	(118,528) Not used
Swimming Pool Construction Fund (323)		
Non Government/Transfers/Refunds	\$	(38) Not used
City Income Tax Administration Fund (407)		
Non Government/Transfers/Refunds	\$	690,000 Revenue and Refund Adjustment
City Health Insurance Fund (614)		
Operation and Maintenance	\$	(2,825,000) Change in Accounting for Health Care
Non Government/Transfers/Refunds	\$	(340,000)
Total City Health Insurance Fund (614)	<u>\$</u>	<u>(3,165,000)</u>
Weed Cutting Fund (735)		
Operation and Maintenance	\$	(9,000) Revenue and Refund Adjustment
Safety Equipment Replacement Fund (809)		
Non Government/Transfers/Refunds	\$	(222,275) Not needed in 2012
Total Other Fund Areas Change	<u>\$</u>	<u>(3,341,989)</u>

Enterprise Funds

Water System Fund (403)		
Capital Outlay (including labor)	\$	(1,550,000) Plant Design Project moved to 2013
Wastewater System Fund (404)		
Non Government/Transfers/Refunds	\$	11,750 For Design Loan
Garbage and Refuse Fund (405)		
Capital Outlay (including labor)	\$	10,115 Snow Plows
Fort Piqua Plaza Fund (410)		
Operation and Maintenance	\$	17,194 Higher Expenses
Non Government/Transfers/Refunds	\$	1,380 Increased Refunds
Total Fort Piqua Plaza Fund (410)	<u>\$</u>	<u>18,574</u>
Utilities Business Office Fund (413)		
Operation and Maintenance	\$	17,846
Non Government/Transfers/Refunds	\$	300 Postage and Start-up costs
Allocated Expenses	\$	(18,146)
Total Utilities Business Office Fund (413)	<u>\$</u>	<u>-</u>
Swimming Pool Fund (415)		
Personal Services/Administrative Support	\$	(1,020) Wages
Operation and Maintenance	\$	(3,136) Lowered Utilities
Non Government/Transfers/Refunds	\$	397 Refunds
Total Swimming Pool Fund (415)	<u>\$</u>	<u>(3,759)</u>
<u>Total Enterprise Funds Change</u>	<u>\$</u>	<u>(1,513,320)</u>
Overall Total Change	<u>\$</u>	<u>(5,013,707)</u>

Summary

General Fund, NIT, Parks & Safety Breakdown

Personal Services/Administrative Support	\$	40,008
Operation and Maintenance	\$	(151,245)
Capital Outlay (including labor)	\$	(45,000)
Allocated Expenses	\$	(2,781)
Non Government/Transfers/Refunds	\$	620
Total General Fund	\$	(158,398)

Other Funds Breakdown

(110, 119, 126, 127, 131, 139, 141, 238, 323, 407, 614, 735, 809)

Personal Services/Administrative Support	\$	(3,749)
Operation and Maintenance	\$	(3,365,511)
Non Government/Transfers/Refunds	\$	27,271
Total Other Funds	\$	(3,341,989)

Enterprise Breakdown

(Water, Wastewater, Refuse, Plaza, UBO, Pool)

Personal Services/Administrative Support	\$	(1,020)
Operation and Maintenance	\$	31,904
Capital Outlay (including labor)	\$	(1,539,885)
Allocated Expenses	\$	(18,146)
Non Government/Transfers/Refunds	\$	13,827
Total Enterprise	\$	(1,513,320)

Overall Total

\$ (5,013,707)

Major Categories

Storm Damage	\$	60,032
Expense Adjustments	\$	371,936
Project Timing Modification	\$	(1,698,487)
Insurance	\$	(3,165,000)
Demolition from Fires	\$	18,112
Grant Reductions	\$	(600,300)
	\$	(5,013,707)

ORDINANCE NO. 30-12

AN ORDINANCE TO VACATE A PORTION OF PUBLIC RIGHT-OF-WAY

WHEREAS, pursuant to Piqua Charter Section 98, the City Commission adopted Resolution No. R-143-12 declaring its intent to vacate a portion of public right of way known as S. Downing 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 S. Downing 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 S. Downing 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

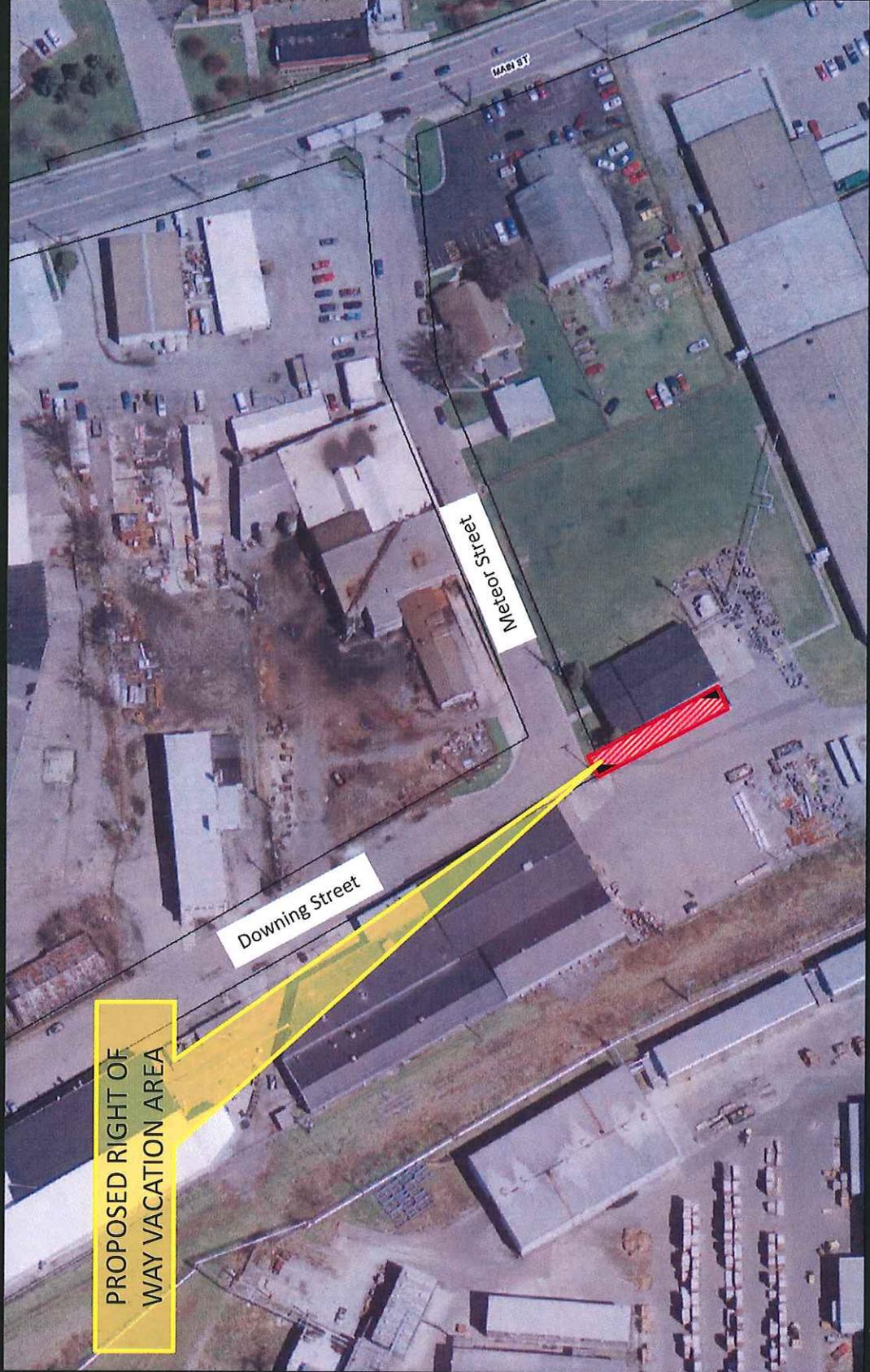


Commission Agenda Staff Report

Item# 8

MEETING DATE	December 18, 2012		
REPORT TITLE	AN ORDINANCE TO VACATE A PORTION OF PUBLIC RIGHT-OF-WAY		
SUBMITTED BY	Chris Schmiesing, City Planner		
	Development Department		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input 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"/> City Planner		<input checked="" type="checkbox"/> Planning Commission
BACKGROUND (Description, background, justification)	The applicant desires to vacate a platted portion of Downing Street right of way located south of Meteor Street. The subject right of way is not improved with transportation infrastructure nor is it essential to the public transportation system.		
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted \$:	0	
	Expenditure \$:	0	
	Source of Funds:	N/A	
	Narrative:	The Planning Commission has studied this request and recommended approval of the public right of way vacation request.	
OPTIONS (Include deny /approval option)	1.	Adopt the ordinance to vacate the subject right of way.	
	2.	Defeat the ordinance to deny the right of way vacation request.	
PROJECT TIMELINE	Nov 20, 2012 – City Commission – Declare Intent to Vacate Dec 11, 2012 – Planning Commission – Public Hearing Dec 18, 2012 - City Commission – 1 st Reading Jan 15, 2013 – City Commission – 2 nd Reading Feb 5, 2013 – City Commission – 3 rd reading		
STAFF RECOMMENDATION	Approve the ordinance.		
ATTACHMENTS	Petition to Vacate Public Right of Way		

PROPOSED RIGHT OF WAY VACATION



**PROPOSED RIGHT OF
WAY VACATION AREA**

Downing Street

Meteor Street

MAY ST

CITY OF PIQUA, OHIO

APPLICATION FOR VACATION
OF PUBLIC RIGHT-OF-WAY

1. Applicant's Name Hartzell Fan, Inc. Phone # 937-615-3024

Applicant's Address 910 South Downing St., Piqua, OH 45356

2. Owner's Name Hartzell Fan, Inc. Phone # _____

3. Type of legal interest held by applicant Own all property adjacent

4. Location of Public Right-Of-Way Vacation request Short stub of half
the right-of-way of Downing Street south
of Meteor Road.

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

No longer serves any purpose and would not
be feasible to extend to connect with another street.

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

<u>NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature of Applicant Sam Steidle Date 8/10/12

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

\$100.00 Fee Paid \$ 100.00

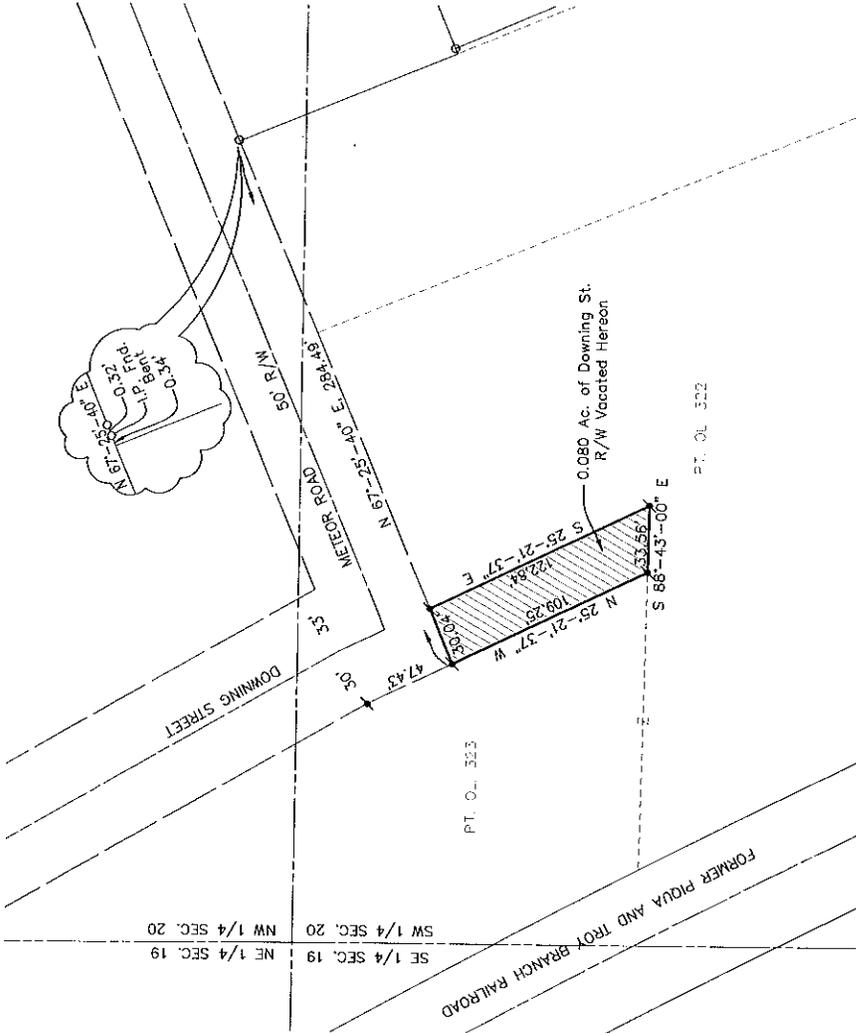
Date Fee Paid 11-5-12

Receipt No. 206679

Res. No. _____

DOWNING STREET VACATION PLAT

PT. OL. 322 & 323 INLOT CITY MIAMI, OHIO COUNTY



LEGEND

- 5/8" x 30" REBAR
- W/CAP SET
- ◊ IRON PIN FOUND
- ◊ MAG NAIL SET
- ◊ P.K. NAIL FOUND
- ◊ IRON PIPE FOUND
- ⊗ RAILROAD SPIKE FOUND
- △ POST FOUND
- ⊙ CONCRETE MONUMENT FOUND

THE BEARINGS ARE BASED ON NAD 83, GEOD 2003 OHIO SOUTH ZONE, ODOT VRS CORS NETWORK



DESCRIPTION: BEING THE VACATION OF THAT PART OF DOWNING STREET, RIGHT OF WAY LOCATED IN OUTLOTS 322 AND 323 AS SHOWN ABOVE, IN THE CITY OF PIQUA OWNED BY HARTZELL FAY, INC. AS RECORDED IN DEED BOOK 566, PAGE 935.

I HEREBY CERTIFY THAT THIS IS A TRUE REPRESENTATION OF THE SUBDIVISION HEREIN PLATTED, BASED ON AN ACTUAL SURVEY PERFORMED UNDER MY DIRECTION.

STEVEN E. BOWERSOX, P.S. #7059 DATE



ONE CHOICE ENGINEERING
 STEVEN E. BOWERSOX
 P.S.# 7059
 15137 258-954
 WWW.ONECHOICEENGINEERING.COM

DATE: 07-19-2012
 DRAWN BY: seb
 JOB NUMBER: MIAPIQ1207KREF
 SHEET NUMBER: 1 OF 1

PLAT BOOK PAGE
 MIAMI COUNTY RECORDER'S RECORD
 OF PLATS RECEIVED FOR RECORD THIS DAY
 OF 20, AT M.
 FILE NO. FEE: \$

JOHN S. ALEXANDER, MIAMI COUNTY RECORDER
 DEPUTY

TRANSFERRED THIS DAY
 OF 20

MATTHEW W. GERSHARDT
 MIAMI COUNTY AUDITOR
 BY: DEPUTY AUDITOR

CITY OF PIQUA PLANNING COMMISSION

THIS PLAT WAS INSPECTED AND APPROVED BY US THIS DAY
 OF 20, ORD. #

CHAIRPERSON

PIQUA CITY COMMISSION

THIS PLAT WAS INSPECTED AND ACCEPTED BY US THIS DAY
 OF 20, ORD. #

CLERK

PRESIDENT

DEED REFERENCE
 DEED BOOK 566, PAGE 939

SURVEY REFERENCE
 REC. VOL. 3, PAGE 106
 REC. VOL. 8, PAGE 71
 REC. VOL. 11, PAGE 130
 REC. VOL. 12, PAGE 79-C
 REC. VOL. 13, PAGE 148
 REC. VOL. 14, PAGE 13
 LOT SURV. 8, PAGE 35
 LOT SURV. 9, PAGE 35
 LOT SURV. 10, PAGE 75
 LOT SURV. 11, PAGE 189
 LOT SURV. 12, PAGE 189
 LOT SURV. 13, PAGE 138
 LOT SURV. 19, PAGE 168
 LOT SURV. 22, PAGE 193
 LAND SURV. 8, PAGE 19
 LAND SURV. 9, PAGE 19
 LAND SURV. 15, PAGE 197
 LAND SURV. 16, PAGE 197
 LAND SURV. 49, PAGE 161
 FILE S-54
 RIGHT OF WAY PLANS C.R. 25A
 PIQUA & TROY BRANCH
 RAILROAD PROPERTY MAP

RESOLUTION NO. R-152-12

**A RESOLUTION AUTHORIZING A PURCHASE ORDER
TO NELSON TREE SERVICE, INCORPORATED FOR
ELECTRIC LINE CLEARANCE**

WHEREAS, the present operations of the City require electric line clearance;
and

WHEREAS, after said solicitation of bids, 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 purchase order is hereby authorized to Nelson Tree Service,
Inc. for electric line clearance for the City of Piqua pursuant to the bid specifications;

SEC. 2: The agreement with Nelson Tree Service also has an option
for the years 2014 and 2015, which may be exercised pursuant to the bid conditions.

SEC. 3: The Finance Director is authorized to draw her warrant on the
appropriate account of the city treasury in payment for aid services rendered.

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	December 18, 2012		
REPORT TITLE <small>(Should match resolution/ordinance title)</small>	A RESOLUTION AUTHORIZING A PURCHASE ORDER TO NELSON TREE SERVICE, INCORPORATED FOR ELECTRIC POWER LINE CLEARANCE		
SUBMITTED BY	Name & Title: Nicholas Berger, Assistant Power System Director Department: Power System		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> Department Director; Ed Krieger		<input checked="" type="checkbox"/> Other: Energy Board
BACKGROUND <small>(Includes description, background, and justification)</small>	<p>Piqua Power System intends to contract one aerial tree-trimming crew in 2013. Sealed bids from pre-qualified contractors were received November 5th. The two bids have been reviewed and the results are attached.</p> <p>The bid from Nelson Tree Service is recommended for award as the lowest responsive bid. Nelson has provided this service to the City of Piqua for the last ten years and their service has been exceptional.</p>		
BUDGETING AND FINANCIAL IMPACT <small>(Includes project costs and funding sources)</small>	Budgeted \$:	\$200,000	
	Expenditure \$:	\$200,000	
	Source of Funds:	Power System	
	Narrative:	The 2013 Electric Power Line Clearance Budget has been increased from \$180,000 to \$200,000 (11.1%) to account for increased rates and an allowance for potential after-hours storm work.	
OPTIONS <small>(Include Deny /Approval Option)</small>	1.	Approve Resolution R-152-12 awarding Nelson Tree Service, Inc. the power line clearance contract for 2013 with the option of renewal for the years 2014 and 2015, which may be exercised pursuant to the bid conditions.	
	2.	Approve Resolution R-152-12 awarding Nelson Tree Service, Inc. the power line clearance contract for 2013 without the option of renewal for	

		the years 2014 and 2015.
PROJECT TIMELINE	3.	Reject Resolution R-152-12 and provide staff with further direction
STAFF RECOMMENDATION		The initial term is for January 1, 2013 through December 31, 2013. The bid provides option for renewal of this agreement for 2014 and 2015 with the labor rate increases not to exceed three percent (3%) annually.
ATTACHMENTS		2013 Tree Trimming Bid Tab

CITY OF PIQUA, OHIO - PURCHASING DEPARTMENT BID TABULATION
 For: POWER LINE RIGHT OF WAY CLEARANCE AND TREE TRIMMING
 Dept./Div.: PIQUA MUNICIPAL POWER SYSTEM

OPENED: 2:00 PM 11-5-2012

BIDDER NO. NAME: CITY: STATE & ZIP:	1 NELSON TREE SERVICE		2 TREES, INC.		3 TREES CARE INC.	4 AMP
	DAYTON OH, 45439		CINCINNATI OH, 45249		DAYTON OH, 45401	COLUMBUS OH, 43229
NAME OF ITEM	REGULAR RATES	OVERTIME RATES	REGULAR RATES	OVERTIME RATES	RATES	RATES
1. WORKING FOREMAN	\$32.55	\$48.83	\$35.80	\$51.91	NO BID	NO BID
2. JOURNEYMAN TREE TRIMMER	\$24.61	\$36.92	\$32.00	\$46.40		
3. APPRENTICE TRIMMER/GROUNDSMAN	\$22.02	\$33.03	\$23.90	\$34.66		
4. DAILY EQUIPMENT - AERIAL LIFT, CHIP COMBINATION, DISC CHIPPER, SAFETY EQUIPMENT, PPE	\$17.76	\$17.76	\$22.30	\$32.34		
SUBTOTAL ITEMS 1-4	\$96.94	\$136.54	\$114.00	\$165.31		
ADDITIONAL EQUIPMENT						
5. 55 FT TRIM LIFT (W/ ACCESSORIES)	\$13.70	\$13.70	\$16.90	\$16.90		
6. 70 FT TRIM LIFT (W/ ACCESSORIES)	\$20.30	\$20.30	\$22.00	\$22.00		
8. SPLIT DUMP	\$7.00	\$7.00	\$11.60	\$11.60		
9. DISC CHIPPER	\$4.06	\$4.06	\$5.40	\$5.40		
10. HYDRO-AX (RIGHT OF WAY MOWER)	\$71.05	\$71.05	\$62.00	\$62.00		
11. STUMP GRINDER	\$22.33	\$22.33	\$14.50	\$14.50		
12. POWER SAW	\$1.00	\$1.00	\$0.85	\$0.85		
13. OTHER Skid Steer Mower	\$50.75	\$50.75				

RESOLUTION NO. R-153-12

**A RESOLUTION RETAINING THE SERVICES OF COOPERATIVE
RESPONSE CENTER, INC. TO PROVIDE PROFESSIONAL
CUSTOMER CALL ANSWERING AND DISPATCH SERVICES FOR
THE POWER SYSTEM**

WHEREAS, it is deemed advisable for the City to retain the services of Cooperative Response Center, Inc. as a professional firm to provide customer call answering and dispatch services for the Power System; and

WHEREAS, the Cooperative Response Center, Inc. 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: The Cooperative Response Center, Inc. is hereby retained by the City of Piqua as a professional customer call service firm.

SEC. 2: For such services, the Cooperative Response Center, Inc. shall be paid just and reasonable fees as approved by the City Manager, incurred in rendering such services, from funds appropriated, or that may be appropriated by this Commission from time to time for such purposes until December 31, 2013;

SEC. 3: The Finance Director is authorized to draw her warrant on the appropriate account of the city treasury from time to time in payment for said services rendered;

SEC. 4: 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. 5: 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	December 18, 2012		
REPORT TITLE <small>(Should match resolution/ordinance title)</small>	A RESOLUTION RETAINING THE SERVICES OF COOPERATIVE RESPONSE CENTER, INC. TO PROVIDE PROFESSIONAL CUSTOMER CALL ANSWERING AND DISPATCH SERVICES FOR THE POWER SYSTEM		
SUBMITTED BY	Name & Title: Ed Krieger, Power System Director Department: Power System		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> Department Director; Ed Krieger		<input checked="" type="checkbox"/> Other: Energy Board
BACKGROUND <small>(Includes description, background, and justification)</small>	<p>In March of 2007, the Power System began utilizing the Cooperative Response Center (CRC), headquartered in Austin, Minnesota to provide after-hours call answering and dispatch services. This arrangement was necessitated when the steam and hot water system was shutdown in December of 2006. This resulted in the elimination of shift operators who provided these same services for the Power System, although in a significantly less efficient manner.</p> <p>To date, the Power System has been totally satisfied with the level of service provided by CRC, as well as the cost to provide these services. CRC was originally developed by a group of nineteen electric cooperatives in 1992. It has expanded to 266 members in 38 states. Calls are answered and dispatched from either the Austin, Minnesota, Dunlap, Tennessee or Abilene, Texas Contact Centers. These centers received 1.85 million consumer calls in 2010.</p>		
BUDGETING AND FINANCIAL IMPACT <small>(Includes project costs and funding sources)</small>	Budgeted \$:	\$30,000	
	Expenditure \$:	\$30,000	
	Source of Funds:	Power System	
	Narrative:	The 2013 CRC Budget remains at the 2012 level of \$30,000. CRC will provide professional services for which the solicitation of bids would be of no material benefit. CRC has been fully integrated into the operations of the Power System, and provides a significant advantage to our customers in terms of enhanced service reliability through	

		its state-of-the-art after-hour call answering and dispatch services. The Energy Board members unanimously approved to retain the services of CRC to provide professional customer call and dispatch services for 2013 during the meeting of November 27, 2012.
OPTIONS (Include Deny /Approval Option)	1.	Approve Resolution No. R-153-12 authorizing the City of Piqua Power System to retain the services of the Cooperative Response Center, Inc. to provide professional customer call and dispatch services for 2013.
	2.	Do not approve Resolution No. R-153-12 and provide staff with further direction.
PROJECT TIMELINE	This Resolution will provide professional customer call and dispatch services for the Power System from 1/1/13 through 12/31/13.	
STAFF RECOMMENDATION	Approve Resolution No. R-153-12, which will authorize the Power System to retain the services of the Cooperative Response Center, Inc. to provide professional customer call and dispatch services for 2013.	
ATTACHMENTS	N/A	

RESOLUTION NO. R-154-12

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO APPLY FOR CITY MEMBERSHIP TO AMERICAN
MUNICIPAL POWER, INC.**

WHEREAS, Section 30.01 of the Piqua Code requires this Commission's approval for the City Manager to join trade organizations with annual membership dues in excess of \$25,000;

WHEREAS, Piqua receives wholesale Power Supply from AMP. In addition, Piqua participates in the development of long-term generation assets by AMP, Inc. including the the Prairie State Energy Campus, Fremont Energy Center and several hydroelectric projects thus providing the need for the City to continue membership with AMP.

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

SEC. 1: The City Manager is hereby authorized and directed to continue the City's membership to AMP for 2013.

SEC. 2: The Finance Director is hereby authorized to draw her warrants on the appropriate account of the City treasury in payment according to this Resolution;

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	December 18, 2012		
REPORT TITLE <small>(Should match resolution/ordinance title)</small>	A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR CITY MEMBERSHIP TO AMERICAN MUNICIPAL POWER, INC.		
SUBMITTED BY	Name & Title: Ed Krieger, Power System Director Department: Power System		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager	<input type="checkbox"/> Asst. City Manager/Finance	
	<input type="checkbox"/> Asst. City Manager/Development	<input type="checkbox"/> Law Director	
	<input checked="" type="checkbox"/> Department Director; Ed Krieger	<input checked="" type="checkbox"/> Other: Energy Board	
BACKGROUND <small>(Includes description, background, and justification)</small>	<p>American Municipal Power was founded in 1971 with the purpose of providing the generation, transmission and distribution of electric power and energy to its members at lower costs. This purpose is served by joint ownership of electric facilities, pooled buying power in the energy markets and pursuing additional means of generating, transmitting and distributing electric power and energy.</p> <p>The original members were all located in Ohio, giving American Municipal Power-Ohio, or AMP-Ohio its name. By 2009, AMP-Ohio had grown to serve member communities in six states, thus the Board of Trustees dropped Ohio from the name to better reflect the growing geographic footprint. AMP membership now includes 129 members, 128 electric municipalities located in the states of Ohio, Michigan, Pennsylvania, Virginia, Kentucky and West Virginia, as well as the Delaware Municipal Electric Corporation who in turn serve over 565,000 electric customers. AMP is owned and governed by its member communities.</p> <p>AMP has been Piqua's power supplier since 2007. Piqua is also participating in several long-term AMP generation assets, including the Prairie State Energy Campus and Fremont Energy Center and those under development, including the Cannelton, Smithland, Willow Island, Meldahl and Greenup hydroelectric projects. Piqua currently is a governing member of the AMP Board of Trustees.</p>		

BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$75,000
	Expenditure \$:	\$75,000
	Source of Funds:	Power System
	Narrative:	<p>The 2013 AMP Dues (Service Fee A) Budget was increased to \$75,000 from the 2012 level of \$40,500. However, AMP staff recently completed a cost-of-service study and total Piqua fees (which also includes Energy Control Center Charges and Service Fee B) are projected to result in a net reduction of almost \$11,000 from 2012 levels.</p> <p>Section 30.01 of the Piqua Code requires commission approval to join trade organizations with annual membership dues in excess of \$25,000. The Energy Board members unanimously approved to continue its membership in American Municipal Power for 2013 during the meeting of November 27, 2012.</p>
OPTIONS (Include Deny /Approval Option)	1.	Approve Resolution No. R-154-12 allowing the City of Piqua Power System to continue its membership in American Municipal Power for 2013.
	2.	Do not approve Resolution No. R-154-12 and provide staff with further direction.
PROJECT TIMELINE	This Resolution will allow the City of Piqua Power System to continue its membership in American Municipal Power from 1/1/13 through 12/31/13.	
STAFF RECOMMENDATION	Approve Resolution No. R-154-12, which will allow the City of Piqua Power System to continue its membership in American Municipal Power for 2013.	
ATTACHMENTS	N/A	

RESOLUTION NO. R-155-12

A RESOLUTION RETAINING THE SERVICES OF SAWVEL AND ASSOCIATES TO PROVIDE PROFESSIONAL CONSULTING AND ENGINEERING SERVICES FOR THE POWER SYSTEM

WHEREAS, it is deemed advisable for the City to retain the services of Sawvel and Associates as a professional firm to provide consulting and engineering services for the Power System; and

WHEREAS, Sawvel and Associates 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: Sawvel and Associates is hereby retained by the City of Piqua as a professional consulting and engineering firm.

SEC. 2: For such services, Sawvel and Associates shall be paid just and reasonable fees as approved by the City Manager, incurred in rendering such services, from funds appropriated, or that may be appropriated by this Commission from time to time for such purposes until December 31, 2013;

SEC. 3: The Finance Director is authorized to draw her warrant on the appropriate account of the city treasury from time to time in payment for said services rendered;

SEC. 4: 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. 5: 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	December 18, 2012		
REPORT TITLE (Should match resolution/ordinance title)	A RESOLUTION RETAINING THE SERVICES OF SAWVEL AND ASSOCIATES TO PROVIDE PROFESSIONAL CONSULTING AND ENGINEERING SERVICES FOR THE POWER SYSTEM		
SUBMITTED BY	Name & Title: Ed Krieger, Power System Director Department: Power System		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> Department Director; Ed Krieger		<input checked="" type="checkbox"/> Other: Energy Board
BACKGROUND (Includes description, background, and justification)	<p>Sawvel and Associates (Sawvel) is an independent consulting and engineering firm located in Findlay, Ohio. Sawvel provides services to a number of publicly owned utilities in Ohio, Indiana and Michigan. For over twenty years, Sawvel has provided the Piqua Power System with cost-of-service and rate design, advised the City on electric power supply and transmission arrangements, and made recommendations concerning Piqua's potential participation in AMP joint-venture generating projects.</p> <p>I would consider the employees of Sawvel to be an extension of the Power System staff. Over the years, Sawvel employees have proven to be readily available, as well as an invaluable resource to assist with making difficult decisions related to the long-term interests of the Power System. In 2013, Sawvel will work with Piqua staff to complete the following initiatives:</p> <ul style="list-style-type: none"> • Update Long-Range (2013-2023) Business Plan • Complete Cost-of-Service Electric Rate Study • Evaluate AMP Generation Opportunities • Provide Consulting and Engineering on Additional Items as Needed 		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding)	Budgeted \$:	\$80,000	
	Expenditure \$:	\$80,000	
	Source of Funds:	Power System	

sources)	Narrative:	The 2013 Sawvel Budget remains at the 2012 level of \$80,000. Sawvel will provide professional services for which the solicitation of bids would be of no material benefit. The Energy Board members unanimously approved to retain the services of Sawvel and Associates to provide professional consulting and engineering services in 2013 during the meeting of November 27, 2012.
OPTIONS (Include Deny /Approval Option)	1.	Approve Resolution No. R-155-12 authorizing the City of Piqua Power System to retain the services of Sawvel and Associates to provide professional consulting and engineering services in 2013.
	2.	Do not approve Resolution No. R-155-12 and provide staff with further direction.
PROJECT TIMELINE	This Resolution will provide professional consulting and engineering services for the Power System from 1/1/13 through 12/31/13.	
STAFF RECOMMENDATION	Approve Resolution No. R-155-12 authorizing the City of Piqua Power System to retain the services of Sawvel and Associates to provide professional consulting and engineering services in 2013.	
ATTACHMENTS	N/A	

RESOLUTION NO. R-156-12

**A RESOLUTION AUTHORIZING THE CITY
PURCHASING AGENT TO PURCHASE
#2 FUEL OIL ON THE OPEN AND SPOT
MARKET**

WHEREAS, Section 34.19 of the Piqua Code permits the purchase of supplies for City departments without advertising when, in the judgment of the City Purchasing Agent, advertising would not be of any material economic benefit; and

WHEREAS, it is the judgment of the City Purchasing Agent that purchasing #2 fuel oil for the City, at the best price available when it is needed, on the open and spot market during the year 2013 without advertising, is permissible and advisable by said Section 34.19;

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

SEC. 1: The City Purchasing Agent is authorized to dispense with advertising for the purchase of #2 fuel oil for the City during the year 2013 and to make said purchases at the best price available when it is needed on the open and spot market;

SEC. 2: The Finance Director is authorized to draw her warrant on the appropriate account of the city treasury from time to time to pay for said purchases.

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	December 18, 2012		
REPORT TITLE <small>(Should match resolution/ordinance title)</small>	A RESOLUTION AUTHORIZING THE CITY PURCHASING AGENT TO PURCHASE #2 FUEL OIL ON THE OPEN AND SPOT MARKET		
SUBMITTED BY	Name & Title: Ed Krieger, Power System Director Department: Power System		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> Department Director; Ed Krieger		<input checked="" type="checkbox"/> Other: Energy Board
BACKGROUND <small>(Includes description, background, and justification)</small>	<p>The Power System owns and operates two combustion turbine generators that burn #2 fuel oil to generate electricity. These units are peak load generating units, which mean they are only used to meet requirements during the periods of greatest or peak load on the system. These units may also be operated as part of PJM's demand response program, for which the City receives significant financial benefit. The use of these units fluctuates annually.</p> <p>The Power System purchases #2 fuel oil at various times during the year, depending on how often the combustion turbine generators are operated. In previous years these purchases have been made by obtaining quotes from various suppliers prior to placing an order. The quantity and timing of fuel burned annually fluctuates depending on the need to run the generating units. This coupled with the unpredictable fuel market makes it impractical to obtain an annual fixed cost for this commodity. Recent suppliers of fuel oil include:</p> <ul style="list-style-type: none"> • Earhart Petroleum Inc., 1494 Lytle Rd., Troy OH • Kevin Mote Petroleum Distributor Inc., 11611 S.R. 571, Laura OH • Schafer Oil Co., 9201 St. Rte. 66, Fort Loramie OH <p>It is necessary for the Power System to purchase #2 fuel oil as needed for 2013 from one or more of the suppliers listed above.</p>		

BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$75,000
	Expenditure \$:	\$75,000
	Source of Funds:	Power System
	Narrative:	<p>The 2013 Gas Turbine #2 fuel oil budget was increased to \$75,000 from the 2012 level of \$50,000. Prior to 2012, Power System staff had always budgeted \$100,000 for this power supply expense.</p> <p>Section 34.19 of the Piqua Code permits the purchase of supplies for City Departments without advertising when, in the judgment of the City Purchasing Agent, advertising would not be of any material economic benefit. The Energy Board members unanimously approved to purchase #2 fuel oil as needed for 2013 during the meeting of November 27, 2012.</p>
OPTIONS (Include Deny /Approval Option)	1.	Approve Resolution No. R-156-12 authorizing the City of Piqua Power System to purchase #2 fuel oil as needed for 2013.
	2.	Do not approve Resolution No. R-156-12 and provide staff with further direction.
PROJECT TIMELINE	This Resolution will allow Power System staff to purchase #2 fuel oil as needed to run the gas turbines from 1/1/13 through 12/31/13.	
STAFF RECOMMENDATION	Approve Resolution No. R-156-12 authorizing the City of Piqua Power System to purchase #2 fuel oil as needed for 2013.	
ATTACHMENTS	N/A	

RESOLUTION NO. R-157-12

A RESOLUTION APPROVING A CONTRACT WITH EFACEC ACS INC. TO DESIGN, INSTALL AND MAINTAIN A FIBER OPTIC NETWORK FOR SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) CONNECTIVITY TO ELECTRIC SUBSTATIONS, ELECTRICAL SWITCH AND OTHER MUNICIPAL SITES

WHEREAS, it is deemed advisable for the City to retain the services of Efacec/ACS/PCS as a professional firm design, install and maintain a fiber optic network for Supervisory Control and Data Acquisition (SCADA) Connectivity to electric substations, electrical switch and other municipal sites for the Power System and the City; 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 to design, install and maintain a fiber optic network for Supervisory Control and Data Acquisition (SCADA) Connectivity to electric substations, electrical switch and other municipal sites for the Power System and the City.

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 \$1,631,081.31.

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	December 18, 2012		
REPORT TITLE (Should match resolution/ordinance title)	A RESOLUTION APPROVING A CONTRACT WITH EFACEC ACS INC. TO DESIGN, INSTALL AND MAINTAIN A FIBER OPTIC NETWORK FOR SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) CONNECTIVITY TO ELECTRIC SUBSTATIONS, ELECTRICAL SWITCH AND OTHER MUNICIPAL SITES		
SUBMITTED BY	Name & Title: Ed Krieger, Power System Director Dean Burch, Information Technology Director Department: Power System, Information Technology		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> 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 checked="" type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> Department Director;		<input type="checkbox"/> Other:
BACKGROUND (Includes description, background, and justification)	<p>The Power System's current fiber network was constructed by Piqua City employees in the early 1980's utilizing Multi-Mode Fiber to connect the Efacec/ACS master SCADA station and the Efacec/ACS remote terminal units (RTUs) located in our substations. 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 which makes the current communications system the weak link in our electrical distribution control system.</p> <p>In order to provide continued reliability and utilize advanced technologies now and in the future, Efacec/ACS will install a Fiber Optic Network for Supervisory Control and Data Acquisition (SCADA) Connectivity based upon the Fiber Optic Network and System Design project completed earlier this year. The SCADA project calls for installation of a state of the art single-mode redundant fiber optic network loop connecting critical infrastructure within the Power System control, with a transverse single-mode fiber optic segment that connects City Hall, Police and Fire services, and IT Dept. as part of a Phase I design plan. Additionally, Efacec/ACS will provide Phase II implementation and installation of additional connections (City and possibly non-City facilities) as directed in the future.</p> <p>The professional services quoted are paramount to our electrical system operations and security. As our SCADA OEM partner for over 26 years, Efacec/ACS is uniquely qualified to provide and implement this extension of the Supervisory Control and Data Acquisition (SCADA) via the Fiber Optic Network connectivity.</p>		

	<p>While a fiber installation is the most secure communication link, the loss of any link without the redundancy built in can be a near disastrous situation. Such was the case after the June 29, 2012 storm when the Power System lost a link between Subs 4 & 5. For almost 6 weeks after the storm, there was no communication or monitoring of Sub #5. Over five months have passed before a full restoration of communication services occurred. Make shift communications provided really no level of comfort for those who monitor the substation.</p> <p>The level of redundancy proposed in this project by Efacec-ACS and their intimate knowledge of the SCADA system will ensure the most reliable and safest operation of the municipal electric distribution system.</p>	
<p>BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)</p>	Budgeted \$:	1,631,081.31
	Expenditure \$:	1,631,081.31
	Source of Funds:	Power System
	Narrative:	<p>This expenditure is a result of bringing the Power System SCADA system and communications infrastructure up to current standards and for future technology. This project also lays the groundwork for future growth/use of the network for other City facilities and possibly non-City to use the high speed fiber network.</p>
<p>OPTIONS (Include Deny /Approval Option)</p>	1.	Approve Resolution No. R-157-12 approving a contract with Efacec ACS Inc. to design, install and maintain a fiber optic network for Supervisory Control and Data Acquisition (SCADA) Connectivity to electric substations, electrical switch and other municipal sites.
	2.	Do not approve the resolution and provide staff with further direction.
	3.	
	4.	
<p>PROJECT TIMELINE</p>	<p>Upon approval, Efacec/ACS/PCS will begin the process of scheduling resources and will begin the project in January 2013 with Phase I of the project scheduled to be complete in 2013.</p>	
<p>STAFF RECOMMENDATION</p>	<p>Approve Resolution No. R-157-12 approving a contract with Efacec ACS Inc. to design, install and maintain a fiber optic network for Supervisory Control and Data Acquisition (SCADA) Connectivity to electric substations, electrical switch and other municipal sites.</p>	
<p>ATTACHMENTS</p>	<p>Independent Contract Agreement Fiber Optic System Design/Procure/Install/Maintain via Professional Services</p>	

Re: Fiber Optic System Design/Procure/Install/Maintain via Professional Services

The Power System's current fiber network was constructed by Piqua City employees in the early 1980's utilizing Multi-Mode Fiber to connect the Efacec/ACS master SCADA station and the Efacec/ACS remote terminal units (RTUs) located in our substations. 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 which makes the current communications system the weak link in our electrical distribution control system.

In order to provide continued reliability and utilize advanced technologies now and in the future, Efacec/ACS will install a Fiber Optic Network for Supervisory Control and Data Acquisition (SCADA) Connectivity. The SCADA project calls for installation of a state of the art single-mode redundant fiber optic network loop connecting critical infrastructure within the Power System control, with a transverse single-mode fiber optic segment that connects City Hall, Police and Fire services, and IT Dept. as part of a Phase I design plan. Additionally, Efacec/ACS will provide Phase II implementation and installation of additional connections (City and possibly non-City facilities).

The following information is provided to point out that the professional services quoted is paramount to our electrical system operations and security. As our SCADA OEM partner for over 26 years Efacec ACS is uniquely qualified to provide the above quoted services. Why?

Security

- Our SCADA system not only provides data acquisition and control functions for our electrical system but also System Security required by US Department of Energy. Efacec ACS passes on compliance with all FERC, NERC & CIP federal security mandates via second party and third party software patches and updates which are documented in their ISO 90001 quality rating.
- Over the years Efacec/ACS has protected Piqua and over 200 other systems by providing reliability and security that meets or exceeds all federal mandates without a single system intrusion or federally mandated system related fine.
- The SCADA communications system is the only part of SCADA that is not secured by lock and key therefore it is the most vulnerable to intrusion. Fiber is the most secure communication system between Master Station and remote terminal units available today. While any fiber cable installer can supply the City with cable and install it, Efacec-ACS, Inc. is the only choice that can design, procure, install and commission our fiber optic communication system and **guarantee** it will talk to our SCADA system.
- While a fiber installation is the most secure communication link, the loss of any link without the redundancy built in can be a near disastrous situation. Such was the case after the June 29, 2012 storm when the Power System lost a link between Subs 4 & 5. For almost 6 weeks after the storm, there was no communication or

monitoring of Sub #5. Over five months have passed before a full restoration of communication services occurred. Make shift communications provided really no level of comfort for those who monitor the substation. The level of redundancy proposed by Efacec-ACS and their intimate knowledge of the SCADA system will ensure the most reliable and safest operation of the municipal electric distribution system.

Integrated Design Certification

- The materials and services quoted will serve our utility and its software programs currently in use. However, the main reason for the fiber optic communication system is to provide uninterrupted communications that aids staff in remotely controlling our electrical system during normal times and during emergency storm events. Our PRISM SCADA program is the dispatchers “eyes and ears” to what is going on in the electrical system outside. In an emergency, it has to work! *Efacec ACS guarantees* our system will work upon completion and through storm events. Here are the reasons why:
 - PRISM, our SCADA software program is PROPRIETARY and its code is exclusive to ACS associates. No one else can support the system but EFACEC ACS.
 - The quoted fiber optic communications (Ruggedcom, Fibertrak, and Cisco) is designed to work with PRISM!
 - The quoted fiber hardware switches and fiber documentation and maintenance software have been tested and certified to work with PRISM!
 - The design provided is a double redundant ring and star designs. This design allows a fiber break to occur without communication loss. This design significantly reduces emergency repairs allowing them to be scheduled during normal hours.
 - The Efacec/ACS/PCS team has successfully teamed together to bring other PRISM users fiber optic design, procure, install and maintain services.

System Wrap-around Guarantee

Efacec ACS/PCS is the only firm that can offer Piqua a full system guarantee. Many capital projects end with the installers going away leaving the City Personnel to wade through a punch list of items that just didn't get quite synchronized. In other words, we the customer has to finish the project before the project can operate properly and the benefits realized. Efacec ACS/PCS's proprietary installation process guarantees Piqua that our fiber optic communications system will be complete with all of its equipment thoroughly integrated, tested and certified. So, after the project included training is completed, Efacec ACS/PCS is the only provider that can guarantee on time delivery. As Piqua has the Efacec ACS SCADA system, the Efacec ACS/PCS fiber communications solution is the only solution provider that can guarantee full functionality and seamless integration that yields consistent communication.

INDEPENDENT CONTRACT AGREEMENT

NUMBER _____

Made this _____ day of _____ in the year of Two Thousand Twelve

BETWEEN the City:

City of Piqua, Ohio
201 West Water St.
Piqua, Ohio 45356

and the Contractor:

Efacec ACS, Inc.
Attn: Buddy Reneau
2755 Northwoods Parkway
Norcross, Georgia 30071

The Project is: Design, Install and Maintain a Fiber Optic Network for Supervisory Control and Data Acquisition (SCADA) Connectivity to Four Electric Distribution Substations, one electrical switch and thirty five other Municipal Sites. This project is subject to include design and installation phases of work as outlined in the specification in the Fiber Optic Network and System Design engineering Proposal for Electrical SCADA and IT Operations proposal over a three (3) year period. All aspects of this contract are subject to annual approved funding.

The City and Contractor agree as set forth below.

ARTICLE 1: ACCEPTANCE OF CONTRACT

The terms and conditions of this contract supersede those of Contractor's quotation and are not to be superseded by any contrary or additional terms and conditions stated in Contractor's quotation or acknowledgment or other document unless specifically agreed to in writing to this agreement by the City of Piqua.

ARTICLE 2: SCOPE OF WORK

Contractor agrees to Design, Install over a three (3) year period and with an option to provide annual maintenance for an additional two (2) years of the Fiber Optic Network for Supervisory Control and Data Acquisition (SCADA) Connectivity to four Electric Distribution Substations, one electrical switch and 35 additional municipal sites per design and installation phases of work as contained in the Fiber Optic Network and System Design Engineering Proposal for Electrical SCADA and IT Operations.

ARTICLE 3: DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The Contractor agrees to commence with the work: Per Notice to Proceed from the City.

3.2 And further agrees to complete all work not later than: Per timeline three (3) years from the date of the Notice to Proceed.

3.3 Contract shall be for three (3) years, begin January 2, 2013 and run through January 2, 2016, with an option to extend the contract period by mutual agreement between the contractor and the City, for two (2) additional years for maintenance. The Maintenance Period is as stated in Fiber Optic Network and System Design Engineering Proposal under Certification Testing, Warranty & Maintenance Periods, hereto attached.

3.4 The time schedule may be extended by reason of delay, changes, additions, deletions or other reasons called for and allowed by the City.

3.5 Moved to 21.1

ARTICLE 4: CONTRACT SUM

4.1 The total contract sum per original proposal is \$ 2,519,178.65 (Two million, five hundred and nineteen thousand, one hundred seventy eight dollars and sixty five cents) in two phases as described below for the Contractor's performance of the Contract, subject to additions or deletions as may be mutually agreed by Written Change Order. All aspects of this contract are subject to annual approved funding and do not bind or obligate the City if funds are not appropriated or are de-obligated by the City Commission.

Phase 1 - Final Design, Construction, Certification Testing for Fiber Optic connectivity of Electrical SCADA, 4 Substations and 1 Electrical Switch = **\$ 1,446,052.50** + \$ 60,227 (North automated electrical switch Phase 2 item 12 & 27) + \$85,955.50 (Statler Rd. connection Phase 2 item 33) + \$38,846.31 (proportioned share of General Conditions Phase 2 item 1) = Phase 1 Total of **\$1,631,081.31** USD

Phase 2 – Recap of 36 drop sites = **\$1,073,126.15** – minus Items 12,27, 33 & portion of GC as described above = **\$888,097.34** USD

See figure 1 below:

Phase 2 Segments		
Description	Fund	Amount
Gen Conditions	Distributed equally	\$225,300.00
1 Adult Center	Gen	\$19,281.50
2 Candlewood PS	Water	\$23,938.25
3 City Golf Maint.	Gen	\$12,443.75
4 City Golf Club House	Gen	\$9,975.30
5 Edisen Comm. Col/	School	\$30,673.60
6 Fire Dept.	Gen	\$8,855.00
7 Gravel Pit.	Water	\$35,683.15
8 Hetxler PS	Water	\$11,120.90
9 Joint Voc. School	School	\$20,935.35
10 Junor HS	School	\$15,619.15
11 Maplewood PS	Water	\$20,421.95
12 New Water Plant	Trans Phase 1 -Automatic Switch	\$30,458.25
13 Orchard PS	Water	\$17,346.55
14 Parks Dept.	Gen	\$11,886.05
15 Piqua Airport	Private	\$91,046.50
16 Piqua HS	School	\$25,862.50
17 Washington School	School	\$13,847.95
18 Police Dept.	Gen	\$8,970.00
19 River Raw Water	water	\$14,125.90
20 School @ Camp St.	School	\$26,735.50
21 Spring Creek School	School	\$19,825.15
22 Stratford PS	Water	\$13,716.20
23 Streets & Sanitation	Gen	\$11,996.00
24 Swimming Pool	Gen	\$18,232.15
25 Piqua Public Library	Private	\$11,410.00
26 Waste Water Plant	Water	\$11,170.75
27 Water Plant	Trans Phase 1 -Automatic Switch	\$29,768.75
28 Water Tower East	Water	\$16,235.45
29 Water Tower West	Water	\$35,764.00
30 Water Tower North	Water	\$11,794.25
31 Water Tower South	Water	\$10,736.90
32 Ziegler PS	Water	\$13,724.45
33 Statler RD	Trans Phase 1	\$85,955.50
34 Mid (East St.)	Gen	\$47,083.00
35 North (Sidney Rd)	Gen	\$61,186.50
Total Phase 2 Segments		\$1,073,126.15

Fund Totals	General Fund	\$265,690.21
	Water Fund	\$298,434.16
	School	\$194,289.84
	Private	\$129,683.13
	Trans Phase 1	\$185,028.81
	Total of All Funds	\$1,073,126.15

Figure 1

4.2 The total amount shown herein as the City's maximum liability under this contract. The City shall be liable only to the extent of actual time worked and approved. The City shall not be liable for any cost or charges in excess of the annual maximum liability amount and at the City's sole discretion, be increased from time to time by written amendment hereto.

4.3 All prices are to remain firm through the contract period. Contractor warrants that the prices quoted hereunder are the lowest prices for these or similar articles that are sold by the Contractor to other customers and in the event of any price reduction between the execution of the purchase order and delivery of the goods, Owner shall be entitled to such reduction.

ARTICLE 5: PAYMENTS

5.1 The City shall pay the contractor in current funds for all supplies and/or services within thirty (30) days of receipt of invoice from Contractor after completion, approval and acceptance of the work by the City. The Contractor will not be allowed further additional compensation for this project unless all parties sign a contract amendment.

5.2 The City shall pay the Contractor for performance of the work thirty (30) days after completion and acceptance of the work by the City.

ARTICLE 6: CHANGES

The Contractor shall not be entitled to receive any extra compensation of any kind whatsoever for extra work of any kind, regardless of whether the same was ordered by the City or any of its representatives unless such extra work is given in writing and signed by an authorized representative of the City. The Contractor specifically agrees that he will make no claim that he was authorized to do extra work or make modification in his work by the City or any representative at the site or elsewhere and, if such work was so ordered and the Contractor has performed the same, but has received no written order thereof as herein provided, the Contractor shall and hereby does waive any claim for extra compensation thereof except as in this article.

ARTICLE 7: ASSIGNMENT

The Contractor shall not assign this contract or sublet any portion of the work unless prior written approval is obtained from the City.

ARTICLE 8: GUARANTEE

The Contractor agrees to guarantee his work for materials and workmanship against defects for a period of one (1) year after completion and acceptance of the work.

ARTICLE 9: MATERIALMAN LIENS

In the event the Contractor fails or neglects to pay for any obligation incurred under this Agreement and a demand or request is made on the City for payment, the City shall have the right to make such payments and deduct the sum from the amount that may be due the Contractor. The Contractor shall indemnify and hold harmless the City from any and all liens.

ARTICLE 10: FORCE MAJEUR

In the event that the Contractor is delayed at any time in the progress of the work due to labor disputes, fire, abnormal weather conditions not reasonably anticipated, unavoidable casualties or causes beyond Contractors control, then the completion time shall be extended by Change Order for such reasonable time as the City may determine.

ARTICLE 11: INDEMNIFICATION

The Contractor agrees to indemnify and save harmless the City, its officers, elected officials, agents, assigns, employees from and against all claims, demands, liabilities, suits, judgments and decrees, losses and costs and expenses of any kind or nature whatsoever on account of injuries to or death of any person or persons or damage to any property occurring directly or indirectly from performance of work hereunder by Contractor or employees, agents, servants, associates or subcontractors however such injuries or death or damage to property may be caused.

ARTICLE 12: EQUAL EMPLOYMENT OPPORTUNITY

The Contractor agrees that on the selection of any subcontractor by him or the use of workmen or employees that he will not in any way discriminate against any person, company or corporation due to race, nationality of origin.

ARTICLE 13: PROTECTION OF WORK

13.1 The Contractor agrees to adequately and properly protect his work and to adhere to and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work and shall comply with all OSHA requirements.

13.2 The Contractor agrees to keep the premises free from rubbish and debris resulting from his work.

ARTICLE 14: CLEANING

Contractor shall, at his own expense, at all times keep the premises free from accumulation of debris, waste material and rubbish, and at the completion of the work, he shall remove his tools

and equipment and all surplus materials, debris, waste material and rubbish and shall leave the premises in a neat and clean condition. If Contractor does not attend to such cleaning immediately upon request, City shall have the right to have his work done by others and deduct the cost thereof from the payment due contractor thereunder.

ARTICLE 15: PROTECTION OF PROPERTY AND PERSONS

The Contractor will adequately protect work performed hereunder from damage, will protect the City's property from injury or loss, and will take all necessary precautions during the progress of the work to protect all persons and the property of others from injury or damage. The Contractor will assume full responsibility for all his tools and equipment and all materials to be used in connection with the completion of the work. Damage to existing utilities or site improvements caused by the contractor are the full responsibility of the contractor, and shall be repaired or replaced at his cost, subject to City's approval.

ARTICLE 16: EXAMINATION OF SITE

Contractor agrees that the contract price specified herein is based on Contractor's examination of the site and that he will make no claim for additional compensation if the conditions encountered differ from those anticipated by such examination. Contractor to carefully examine the Contract Documents and existing condition before submitting bid. Bidder shall inform City of any discrepancies or potential problems due to inadequate information. Absence of request for revisions to contract documents assumes that contractor approves of all information provided and assumes all liabilities and responsibilities.

ARTICLE 17: PERMITS, LICENSES AND COMPLIANCE WITH LAW

In connection with the work to be performed, Contractor at his expense shall procure all necessary permits and licenses and agrees to comply with all laws, ordinances, codes and regulations applicable to the performance of work hereunder. Except with respect to permits for Ohio Department of Transportation crossing permits, Ohio Department of Natural Resources River Crossing permits, Rail Crossing permits and pole attachment fees which costs shall be borne by the city as per proposal.

ARTICLE 18: WAIVER OF CLAIMS, LIENS, ETC.

Contractor individually and on behalf of his sub-contractors, material men and workmen hereby waives and agrees to indemnify and save harmless the City from all attachments, claims and liens against City and City's property by reason of labor or materials or both, furnished for the work under this Independent Contract Agreement.

ARTICLE 19: TITLE AND RISK OF LOSS

Title to all completed or partially completed work on the City's property and to all materials to be incorporated in the work stored at City's property shall be in the City. Notwithstanding the foregoing, and prior to acceptance of the completed work by the City, Contractor agrees to accept the entire risk of loss to the work being done and materials to be incorporated in the work stored

at City's property from any cause whatsoever until the work has been completed and accepted by City unless the City acts in a negligent manner. The City shall not be responsible for the security of any of contractor's materials.

ARTICLE 20: ASSIGNMENT AND SUBCONTRACTS

The Contractor shall not assign his interest in this contract nor sublet nor subcontract any portion of the work without written permission of the City. The City approves Precision Contracting Services (PCS), Inc. a subcontractor for this contract. The Contractor agrees to bind every subcontractor approved by the City to all of the terms and conditions of this agreement. The Contractor agrees that he is fully responsible to the City for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by any subcontractor, as Contractor is for the acts and omissions of himself and of persons directly employed by him.

ARTICLE 21: TERMINATION BY THE CITY

21.1 Termination for Cause – (moved from 3.5) If in the opinion of the City, the Contractor is not proceeding with reasonable diligence to the performance of any part of his work, thereby impeding the progress of the work, the City may direct the Contractor to perform such work during overtime hours, and the Contractor agrees to perform such overtime work, if so directed, without additional compensation. The City may terminate this Agreement with the Contractor after 30 days written notice, and procure the materials, equipment and labor necessary to proceed with or complete the work and charge the cost thereof to the Contractor. (Following moved from Article 22). In such event, City shall not be liable to Contractor for any amounts, and Contractor shall be liable for and shall hold City harmless from any damage occasioned by Contractor's breach or default.

21.2 – Termination for Convenience - City may terminate this Agreement in whole or part for its convenience by 90 days written notice to the Contractor. In such event, City will pay Contractor its actual, necessary, reasonable and verifiable costs for termination performance, which shall include that portion of the contract work which has been satisfactorily completed for which payment has not thereto been made and any demobilization costs. In no event shall City be liable for cancellation charges in excess of the Agreement Price, or unabsorbed shop overhead.

21.3 Termination by City Commission - If funds are not appropriated or are de-obligated by the City Commission to continue the Project in whole or in part or this Contract and for the payment of charges hereunder, the payment of charges hereunder, the City may terminate this Contract without penalty upon thirty (30) days' notice. The City agrees to pay the Contractor all charges incurred through the end of such notice.

ARTICLE 22: INSPECTION

The City shall have access to and the right to inspect all work in the course of construction.

ARTICLE 23: INDEPENDENT CONTRACTOR

Contractor agrees to perform the work as an Independent Contractor and not as a Subcontractor, agent or employee of City. Contractor shall at all times act as an Independent Contractor in performing the work under this contract, including any additions thereon, and shall furnish all supervision and direction required to complete the work. The contractor will agree that no person

supplied by it in the performance of the contract are employees of the City, and further agree that no rights of City employment, including civil service, retirement, or personnel rules accrue to such persons. The contractor shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, and other benefits, taxes including but not limited to City of Piqua Income Tax and premiums appurtenant thereto concerning such persons provided by such contractor in the performance of such contract and shall save and hold the City harmless with respect thereto.

ARTICLE 24: DRUG-FREE WORKPLACE

24.1 If Contractor is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.

24.2 If Contractor is an entity other than an individual, it hereby certifies that:

A. A drug-free workplace will be provided for the CONTRACTOR'S employees during the performance of this contract; and

B. It will secure from any Subcontractor hired to work in a drug-free workplace the following written certification: "As part of the subcontracting agreement with Advanced Control Systems".

24.3 Contractor may be suspended, terminated, or debarred if it is determined that:

A. The Contractor has made false certification herein above; or

B. The Contractor has violated such certification by failure to carry out any requirements as outlined within this Article.

ARTICLE 25: INSURANCE, INDEMNIFICATION, AND LIABILITY

City requires the contractor to have and maintain the following insurance coverage and indemnification provisions with the City of Piqua, its officers, agents, employees, and elected officials named as an additional insured thereunder on its endorsement:

A. INSURANCE

The Contractor agrees to provide and maintain insurance coverage until the contract is completed and to furnish certificates from its insurance carriers, showing that it carries insurance in the following minimum limits:

I. Workmen's Compensation Insurance Statutory

II. Comprehensive General Liability Insurance including:

Bodily Injury \$1,000,000 per person, \$1,000,000 per occurrence

Property Damage \$1,000,000 per person, \$2,000,000 annual aggregate

III.. Automobile Liability Insurance including:

\$1,000,000 combined single limit

B. INDEMNIFICATION

The Contractor agrees to indemnify and save harmless the City, its officers, elected officials, agents, assigns, and employees from and against all claims, demands, liabilities, suits, judgments and decrees, losses and costs and expenses of any kind or nature whatsoever on account of injuries to or death of any person or persons or damage to any property occurring directly or indirectly from performance of work hereunder by contractor or his employees, agents, servants, associates or subcontractors however such injuries or death or damage to property may be caused.

C. LIMITATIONS OF LIABILITY

City shall not be liable in contract or in tort (including negligence) to Contractor, subcontractor or suppliers of Contractor, regardless of tier, for incidental or consequential damages arising out of or resulting from City's performance or nonperformance of its obligations under this Agreement, or from City's termination or suspension of the services under this Agreement.

ARTICLE 26: FORUM AND APPLICABLE LAW

The City and Contractor for themselves and their successors, executors, administrators, and assigns agree to the full performance of this agreement.

IN WITNESS WHEREOF we have executed the agreement on the date written below.

City: City of Piqua, Ohio

Contractor: Efacec ACS, Inc.

Date: _____

Signature

Approved:

Jose Barbosa

Print Name

Gary A. Huff
City Manager

Chief Executive Officer

Title

Attest:

Witness

City Clerk

Date

Approved as to form:

City of Piqua Law Director

RESOLUTION NO. R-158-12

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT AND ENTER INTO A WATER POLLUTION CONTROL LOAN FUND AGREEMENT FOR BORROWING \$3,345,100 ON BEHALF OF THE CITY OF PIQUA FOR PLANNING, DESIGN AND/OR CONSTRUCTION OF WASTEWATER FACILITIES; AND DESIGNATING A DEDICATED REPAYMENT SOURCE FOR THE LOAN:

WHEREAS, the City of Piqua seek to upgrade existing wastewater facilities;
and

WHEREAS, the City of Piqua intends has applied and been approved for Water Pollution Control Loan Fund (WPCLF) Loan for the planning, design and construction of the wastewater facilities; and

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

SEC. 1: That the City Manager be and is hereby authorized to sign all documents for and enter into a Water Pollution Control Loan Fund loan agreement for \$3,345,100 with Ohio Environmental Protection Agency and the Ohio Water Development Authority for planning, design and/or construction of wastewater facilities on behalf of the City of Piqua, Ohio. The rate of interest is 2.44% to be repaid over a five year period.

SEC. 2: That the dedicated source of repayment will be Wastewater Service Charges;

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	December 18, 2012		
REPORT TITLE	A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT AND ENTER INTO A WATER POLLUTION CONTROL LOAN FUND AGREEMENT FOR BORROWING \$3,345,100 ON BEHALF OF THE CITY OF PIQUA FOR PLANNING, DESIGN AND/OR CONSTRUCTION OF WASTEWATER FACILITIES; AND DESIGNATING A DEDICATED REPAYMENT SOURCE FOR THE LOAN		
SUBMITTED BY	Name & Title: Cynthia A. Holtzapple, Assistant City Manager/Finance Director Department: Finance		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input checked="" type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> Department Director;		<input type="checkbox"/> Other:
BACKGROUND	The recently completed Wastewater Master Plan indicates that additional upgrades to the existing Wastewater facilities are needed to further address the Sanitary Sewer Overflow (SSO) issues. The first step is to evaluate and design what improvements may be needed and secure funding. Funds needed for the design of the improvement are estimated to be approximately \$3.3 million with contingency. A loan from the State Water Pollution Control Loan Fund has been approved; the interest rate is 2.44% to be repaid over a five year period.		
BUDGETING AND FINANCIAL IMPACT	Budgeted \$:	\$0 in 2012 - Loan funds would be available in 2013	
	Expenditure \$:	\$0 in 2012	
	Source of Funds:	Wastewater revenues will be used to repay the loan.	
OPTIONS	1.	Approve the Resolution R-158-12 so the loan can be accepted this year.	
	2.	Reject the Resolution R-158-12 and consider other funding sources.	
PROJECT TIMELINE	December 2012 – Loan Award January 2013 – Fund Available 2013-2014 - Design period		
STAFF RECOMMENDATION	We recommend approval of the Resolution R-158-12 so that the loan funds can be available as soon as early next year.		

**WATER POLLUTION CONTROL LOAN FUND
PLANNING AND DESIGN LOAN AGREEMENT**

This Agreement made and entered into as of the Effective Date, by and among the Director of Environmental Protection ("the Director" as hereinafter more fully defined), the Ohio Water Development Authority, a body corporate and politic organized and existing under the provisions of Chapter 6121 of the Revised Code of Ohio, ("the OWDA") and, together with the Director, (sometimes collectively known as the "State"), and the governmental body specified as the "Borrower" on Exhibit 1, a governmental body organized and existing under the laws of the State of Ohio and hereinafter more fully defined, acting pursuant to an ordinance or resolution passed by the legislative authority thereof on the date specified on Exhibit 1 as the "Resolution Date";

W I T N E S S E T H

WHEREAS, Title VI of the Clean Water Act, as amended ("the CWA"), authorizes the Administrator of the United States Environmental Protection Agency to make capitalization grants to states to establish a state water pollution control revolving loan fund; and,

WHEREAS, Pursuant to the CWA, states can provide loans and other types of financial assistance from a water pollution control revolving loan fund to local communities and intermunicipal and interstate agencies for Project Activities relating to publicly-owned wastewater treatment facilities as defined in Section 212 of the CWA; and,

WHEREAS, The Ohio General Assembly has created a Water Pollution Control Loan Fund ("WPCLF") pursuant to Ohio Revised Code Section 6111.036 to provide loans and other types of financial assistance as set forth in said Section; and,

WHEREAS, To assist the Director in providing loans and other types of financial assistance from the WPCLF, and to assist in the administration and operation of the WPCLF as authorized by Ohio Revised Code Section 6111.036, the Director has entered into an Interagency Agreement with the OWDA; and,

WHEREAS, The Borrower is desirous of obtaining financing for necessary Project Activities using funds from the WPCLF; and,

WHEREAS, The State is willing to provide financing to the Borrower, and the Director has determined that the Borrower has complied with the requirements of Ohio

Revised Code Section 6111.036, and is therefore eligible for financial assistance under the CWA and said Section;

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto do hereby agree as follows:

ARTICLE I - DEFINITIONS

Section 1.1. Except where the context clearly indicates otherwise, the following terms as used in this Agreement shall have the meaning ascribed to them in this Article:

(a) "Application Fee" means a charge levied and paid by the Borrower at the time of the execution of this Agreement to partially offset administrative costs of the State occasioned by the Agreement. This fee is ineligible for inclusion in this Agreement. The fee is equal to thirty five hundredths of one percent (.35%) of the estimated Eligible Project Costs, or four hundred dollars (\$400.00), whichever is the greater.

(b) "Approved Application" means the application submitted to the Director dated as shown on Exhibit 1 as the "Application Date", together with all attachments, supporting documentation, amendments and supplements thereto as approved by the State, together with any amendments thereto approved by the Borrower and the State after the date of this Agreement.

(c) "Approved Repayment Plan" means the document prepared by the Borrower and approved by the State showing the distribution of Eligible Project Costs from a Dedicated Repayment Source, how the Eligible Project Costs will be collected, and identification of the legal document authorizing the dedicated source of repayment. The Approved Repayment Plan is noted in Exhibit 1, fully incorporated herein and made a part hereof.

(d) "Borrower" means any entity eligible to receive assistance under Section 603(C) of the CWA and ORC Section 6111.036.

(e) "Capitalized Interest Rate" means the effective rate of interest at which interest accrues on amounts disbursed under this Agreement from the date of such disbursement.

(f) "Contract Interest Rate" means the rate shown on Exhibit 1 as "Interest Rate".

(g) "Contract Period of Years" means the period commencing with the Effective Date of this Agreement and ending on the earlier of (i) at the end of the number of years as defined under "Term in Years" as noted on Exhibit 1 or, (ii) the date on which the Borrower obtains long-term financing for any project resulting from the Project Activities financed with the proceeds of the loan provided for herein.

(h) "Dedicated Repayment Source" means one or more sources of revenue for repayment of the loan amount by the Borrower, including any Special Assessments, all as described in Exhibit 1.

(i) "Director" means the Director of Environmental Protection, including the Director's representative(s), if any, designated in accordance with the effective Interagency Agreement.

(j) "Effective Date" means the most recent date of signature of this Agreement by the authorized representative of each of the parties, as indicated herein.

(k) "Eligible Project Costs" shall include, whether incurred before or after the date of this Agreement, costs disbursed out of funds from the WPCLF, a description, estimated total, and distribution of which, subject to paragraph 3.1. hereof, is shown on Exhibit 1. Revision to this Exhibit can only occur with the agreement of the State and Borrower.

(l) "Facilities Plan" means all materials developed by the Borrower and the Director, including the Director's approval and any applicable conditions, in satisfaction of Ohio Revised Code Section 6111.036 (K)(7).

(m) "Loan Payment Amount" means the semi-annual payment amount as shown on Exhibit 1. A portion of Loan Payment Amount will be deposited into an account to offset Ohio EPA administrative expenses.

(n) "Project Activities" means the product to be completed under the terms of the Agreement, including but not limited to production of a Facilities Plan, Detailed Design Drawings, or purchase of equipment, as described in "Project Facilities" on Exhibit 1.

(o) "Project Schedule" means the schedule of tasks necessary to fulfill the Project Scope, shown as "Project Schedule" on Exhibit 1.

(p) "Project Scope" means the tasks necessary to complete the Project Activities, as detailed on Exhibit 1 and any attachments as identified thereto.

(q) "Special Assessment Funds" means the proceeds from the special assessments to be hereafter levied, if any, by the Borrower to pay all or a portion of the cost of the Project Activities, including repayment of the loan provided for herein. In such cases where assessments are to be levied, Exhibit 1 sets out the Resolution of Necessity adopted by the legislative authority.

(r) "Wastewater Service Charge" means a charge against the user payable to the Borrower for the collection or collection and treatment of wastewater and for the provision of the facilities therefor.

ARTICLE II - COMPLETION OF PROJECT ACTIVITIES AND PAYMENT OF COSTS THEREOF

Section 2.1. In connection with the project activities, the Borrower agrees that:

(a) It will proceed expeditiously with, and complete, the Project Activities in accordance with the specific terms and conditions of: the approved Project Scope and the approved Project Schedule, or amendments thereto as approved by the Director. The Borrower accepts such performance as an essential element of this Agreement.

(b) The Project Activities, including the letting of contracts in connection therewith, will conform to applicable requirements of Federal, State and local laws, ordinances, rules and regulations and will be performed in compliance with all applicable federal, state and local environmental laws and regulations.

(c) All contractors' estimate forms will be prepared so that documents furnished to the Borrower may be readily itemized by the Borrower and identified, if necessary, as to Eligible Project Costs and non-Eligible Project Costs.

(d) The Borrower will not submit requests for disbursement of non-Eligible Project Costs. If, based on a payment request submitted by the Borrower, the State disburses funds from the WPCLF which are subsequently determined to be for non-Eligible Project Costs, the State will be under no obligation to provide WPCLF funding beyond the Eligible Project Costs as shown on Exhibit 1, and as may be defined in any attachments thereto.

(e) The Borrower will comply with all certifications and assurances as agreed to in the Application Compliance Certification, signed and dated by the Authorized Representative of the Borrower.

(f) The Borrower shall be precluded from submitting to the OWDA payment requests for Eligible Costs unless the Borrower is in full compliance with the certifications and assurances made in the above referenced Application Compliance Certification.

Section 2.2. The Borrower shall keep accurate records of the Eligible Project Costs. These records must be kept in accordance with Generally Accepted Government Accounting Standards (GAGAS). The Borrower shall permit the State, acting by or through its designated representatives, to inspect all books, documents, papers and records relating thereto at any and all reasonable times for the purpose of said audit and examination, which examination may include examination for compliance with the CWA and Ohio Revised Code Section 6111.036, and the Borrower shall submit to the State such documents and information as they may require in connection therewith.

Section 2.3. Subject to the terms and conditions of this Agreement, and the approval of the Director, and upon compliance by the Borrower with all the requirements of the WPCLF, Ohio Revised Code Section 6111.036, and the CWA, which must be met before the Borrower may receive disbursement of Eligible Project Costs from the OWDA, the Eligible Project Costs shall be disbursed by the OWDA. In the event this Agreement is terminated by the State pursuant to the provisions of this Agreement, or by subsequent agreement of the parties, or in the event this Agreement is terminated by the Borrower, whether or not in breach of the Agreement, the Eligible Project Costs disbursed shall be due and payable in full no later than thirty (30) calendar days after said termination.

Section 2.4. Upon being satisfied that the requirements of this Agreement have been met, the OWDA shall deliver to the Borrower a certificate, signed by the trustee for the WPCLF (hereinafter referred to as the "Trustee", which has entered into a Trust Agreement with the Director and the OWDA to provide for the administration of the WPCLF), certifying that monies in the amount necessary to pay all Eligible Project Costs are available or are within the present WPCLF Federal letter of credit ceiling and have been set aside by the Trustee to pay such Eligible Project Costs. When such Eligible Project Costs have been incurred and payment requested from the OWDA by the Borrower, subject to the terms and provisions of this Agreement and the Interagency Agreement, and in accordance with the requirements above, the OWDA shall cause the trustee to disburse monies of the WPCLF in payment of the invoices, demands for payment, or other evidence of cost incurrence to be made to the persons or entities entitled to payment in conformity with the encumbrance of funds set forth in such certificate to pay such obligated Eligible Project Costs.

Section 2.5. Upon completion of the Project Activities, the Borrower shall submit a full and complete written accounting to the State of the final Eligible Project Costs.

ARTICLE III - PAYMENTS BY THE BORROWER

Section 3.1. Subject to the further provisions hereinafter set forth, the Borrower agrees to and shall pay at the time of the execution of this Agreement the Application Fee and thereafter, semi-annually on January 1, and July 1 of each year of the Contract Period of Years to the WPCLF, the Loan Payment Amount, solely from the revenues of the Borrower's Wastewater Service Charges, if available, or if unavailable, from other sources, in accordance with the Approved Repayment Plan.

The obligations of the Borrower under this Agreement to pay the Loan Payment Amount set forth shall not be assignable in accordance with this Agreement, and the Borrower shall not be discharged therefrom, without the prior written consent of the State. In the event that the Project Activities shall cease or be suspended for any reason, unless otherwise agreed to in writing by the State, the Borrower shall continue to comply with this Agreement to pay the Loan Payment Amount pursuant to this Section. In the event the Borrower defaults in the payment of the Loan Payment

Amount, the amount of such default shall bear interest at a rate equal to three percent (3%) above the Contract Interest Rate from the date of the default until the date of the payment thereof. All costs incurred by the State in curing such default including, but not limited to, court costs and attorney's fees shall be paid by the Borrower upon demand, and shall not be eligible for inclusion in a WPCLF Agreement.

In the event that the Borrower fails to make a full semi-annual Loan Payment Amount as provided herein, the amount of any such partial payment first shall be applied as interest on the loan, with the remainder being applied toward the payment on outstanding principal. Any failure of the Borrower to make a full semi-annual Loan Payment Amount shall be considered a default, and the requirements of the preceding paragraph shall apply concerning the interest on the amount of the default and the costs of the State in curing such default.

With respect to this Agreement, neither the general resources nor the general credit of the Borrower shall be required to be used, or pledged for the performance of any duty under this Agreement. This Agreement is a special obligation of the Borrower and does not represent or constitute a debt or a pledge of the faith and credit of the Borrower. However, if otherwise lawful, nothing herein shall be deemed to prohibit the Borrower from using, of its own volition, any of its general resources for the fulfillment of any of the terms and conditions of this Agreement.

Section 3.2. The Borrower hereby agrees that: (a) it will at all times prescribe and charge such rates as shall result in revenues at least adequate, to provide for the payments required by Section 3.1. hereof minus the amount of such payment provided from other Dedicated Repayment Sources, if any; (b) that the Borrower will, for the Contract Period of Years, furnish annually to the State reports of the operation and income from the Project Activities and also an annual report of the accounts and operations of the Project Activities and will permit the designated representative of the State to inspect all records, accounts and data relating to the Project Activities at all reasonable times; and (c) that the Borrower will segregate the revenues, funds and properties of the Project Activities from all other funds and properties of the Borrower.

Section 3.3. It is agreed that, no later than the fifteenth day of June, and December, the OWDA shall invoice the Borrower for the sum owing by the Borrower pursuant to Section 3.1. and that payment of each such invoice shall be made by the Borrower to the OWDA not later than the first day of the following July or January. No failure by the OWDA to send any such invoice and no failure by the Borrower to receive any such invoice shall relieve the Borrower from its obligation to pay the amount due hereunder on the applicable due date.

Section 3.4. The Borrower hereby agrees that all of the obligations under this Article are hereby established as duties specifically enjoined by law and resulting from an office, trust or station upon the Borrower within the meaning of Ohio Revised Code Section 2731.01.

Section 3.4. The Borrower agrees to provide financing for all non-Eligible Project Costs. To demonstrate its ability to fulfill that commitment, the Borrower has provided evidence that financing is readily available for all non-Eligible Project Costs which will be or may be incurred by the Borrower in connection with the Project Activities.

Section 3.5. The Borrower Agrees that, in the event the Borrower or its contractors receives WPCLF moneys in excess of the Eligible Project Costs, the Borrower shall repay said excess moneys, in addition to the Loan Payment Amount, to the WPCLF at the time of the first semi-annual payment of the Loan Payment Amount, or as mutually agreed to by the Borrower and the State.

Section 3.6. Notwithstanding anything contained herein to the contrary, should the Borrower obtain long-term financing for any project resulting from the project activities undertaken in this Agreement within the Contract Period of Years, the Borrower agrees to repay to the WPCLF all remaining Eligible Project Costs plus the interest accrued at the Contract Interest Rate on each disbursement. This repayment shall take place within thirty (30) days of obtaining the long-term financing.

ARTICLE IV - GENERAL REPRESENTATIONS AND AGREEMENTS; EVENTS OF DEFAULT AND REMEDIES

Section 4.1. The Borrower hereby represents and warrants that:

(a) It is and shall remain in compliance, and shall take whatever actions are necessary to assure compliance during the Contract Period of Years, with all applicable federal, state, and local laws, ordinances, rules, regulations, and provisions of this agreement, including without limitation the CWA and Ohio Revised Code Section 6111.036, and

(b) There is no litigation or administrative action or proceeding pending or, to the best of its knowledge, threatened against the Borrower, wherein a result adverse to the Borrower could reasonably be expected to have a materially adverse effect on the ability of the Borrower to meet its obligations under this Agreement, and

(c) Except as heretofore disclosed in writing to the State no judgment or consent order has been rendered against the Borrower, and the Borrower is not a party to any agreement, which imposes, will impose, or has imposed any fines or monetary penalties upon the Borrower for the violation of any federal, state, or local law, ordinance, or regulation, which fines or monetary penalties have not heretofore been paid in full.

Section 4.2. Each of the following shall be an event of default ("Event of Default") under this Agreement:

(a) The Borrower shall fail to make any Loan Payment Amount to the OWDA required pursuant to this Agreement when the same is due and payable, including, without limitation, any amount due and payable pursuant to Article III hereof.

(b) The Borrower shall fail to observe and perform any obligations, agreements, or provisions of this Agreement, which failure shall continue for thirty (30) days after receipt of written notice thereof from the Director or OWDA.

(c) Any representations made by the Borrower in Section 4.1. or 5.1. shall at any time during the Contract Period of Years prove to be false.

Section 4.3. The Director may terminate, suspend, or require immediate repayment of financial assistance from the Borrower in the event of a default due to failure to make any required Loan Payment Amount, or due to any violation of the terms or conditions of this Agreement. The Director may also prescribe corrective action, or direct that corrective action be undertaken, to remedy the event or violation, and the Borrower agrees to perform such corrective action.

Section 4.4. Whenever an Event of Default of payment shall have occurred and be continuing, in addition to any other rights or remedies provided herein, by law or otherwise, the State may to the extent permitted under any judgment, consent order, or agreement affecting the Borrower, require the Borrower to agree to, and the Borrower hereby agrees to, effect the subordination of the payment of any fine or penalties imposed for the violation of any federal, state, or local environmental law or regulation to the payment of the Eligible Project Costs and the interest due thereon.

Section 4.5. No right or remedy conferred upon the State or the Director under Sections 4.3. or 4.4. hereof is intended to be exclusive of any other right or remedy given herein, by law, or otherwise. Each right or remedy shall be cumulative and shall be in addition to every other remedy given herein, by law, or otherwise.

Section 4.6. The Borrower releases the State from, agrees that the State shall not be liable for, and agrees to hold the State, its officers, employees and agents harmless against, any loss or damage to property, or any loss or injury to or death of any person, or any other loss or damage, that may be occasioned by any cause whatsoever pertaining to the Project Activities, or the use thereof; provided that such indemnity under this Section shall not be effective for damages that result from negligent or intentional acts of the State, its officers, employees and agents. The Borrower further agrees to indemnify and hold harmless the State, its officers, employees and agents against and from any and all cost, liability, expenses and claims arising from any breach or default on the part of the Borrower in the performance of any covenant or agreement on the part of the Borrower to be performed pursuant to the terms of this Agreement, arising from the acquisition, construction, installation, or improvement of the Project Activities or arising from any act or negligence of or failure to act by the Borrower, or any of its agents, contractors, servants, employees or licensees, or arising from any accident, injury or damage whatsoever caused to any

person, firm, or corporation resulting from the Project Activities (other than any accident, injury, or damage that results from negligent or intentional acts of the State, its officers, employees and agents), and from and against all cost, liability and expenses incurred in or in connection with any such claim or action, arbitration or proceeding brought thereon.

In case any action or proceeding be brought against the State by reason of any claim described in this Section, the State agrees to cause written notice of such action or proceeding to be given to the Borrower, and the Borrower upon notice from the State covenants to resist or defend such action or proceedings at the Borrower's expense including all legal and other expenses (including reasonable attorneys' fees).

ARTICLE V - PRIVATE BUSINESS USE RESTRICTIONS

Section 5.1. With respect to the financing of Project Activities by the WPCLF as provided herein, the Borrower agrees as follows:

(a) At no time will ten percent (10%) or more of any of the Project Activities to be financed with WPCLF funds under this Agreement be used for any private business use (as hereinafter defined) while at the same time the payment of the principal of, or the interest on, the WPCLF funds is directly or indirectly (i) secured by any interest in (A) property used or to be used for a private business use or (B) payments made with respect to such property or (ii) derived from (A) payments with respect to such property (whether or not made to the WPCLF) or (B) borrowed money used or to be used for private business use.

(b) No portion of the WPCLF funds will be used to make or finance loans to persons other than other governmental units.

Section 5.2. For purposes of this Agreement, "private business use" means use (directly or indirectly) in a trade or business carried on by any person other than a governmental unit (as hereinafter defined). Use of any of the Project Activities by a member of the general public will not be considered a private business use. Any activity carried on by a person other than a natural person shall be treated as a trade or business. Use by an organization which qualifies under Section 501(c)(3) of the Internal Revenue Code of 1986, as it may be amended from time to time, shall be considered a private business use.

Section 5.3. For purposes of this Agreement, "governmental unit" means a political subdivision within the United States, including any political subdivision within the State of Ohio, but does not mean the United States or any of its governmental branches, departments, or agencies.

Section 5.4. If there is any question about the application of the foregoing restrictions relating to private business use or loans, the Borrower agrees to

immediately write the OWDA requesting assistance prior to entering into any agreement which may be prohibited as provided hereinabove.

ARTICLE VI - MISCELLANEOUS PROVISIONS

Section 6.1. Any invoice, accounting, demand, or other communication under this Agreement by any party to this Agreement to any other party shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(a) in the case of the OWDA, is addressed to or delivered personally to the OWDA at:

The Ohio Water Development Authority
480 South High Street
Columbus, Ohio 43215
ATTN: Executive Director

and,

(b) in the case of the Director, is addressed to or delivered personally to the Director at:

The Ohio Environmental Protection Agency
Lazarus Government Center
50 West Town Street, Suite 700
P.O. Box 1049
Columbus, Ohio 43216-1049
Attn: Chief, Div. of Environmental and Financial Assistance

and,

(c) in the case of the Borrower, is addressed to or delivered personally to the Borrower at the address listed on Exhibit 1,

or at such other addresses with respect to any such party as that party may from time to time, designate in writing and forward to the other parties as provided in this Section.

Section 6.2. Any approval of the State required by this Agreement shall not be unreasonably withheld. Any provision of the Agreement requiring the approval of the State or the satisfaction or evidence of satisfaction of the State shall be interpreted as requiring a response by the Director and the OWDA granting, authorizing, or expressing such approval or satisfaction, as the case may be, unless such provision expressly provides otherwise.

Section 6.3. Upon request of the OWDA, the Borrower agrees to execute the information report required by Section 149 of the Internal Revenue Code of 1986, as it may be amended from time to time, with respect to this Agreement, such form to be completed by the OWDA on the basis of information provided by the Borrower. The

Borrower hereby agrees that the OWDA may file such information report for and on behalf of the Borrower with the Internal Revenue Service.

Section 6.4. This Agreement is made subject to, and conditional upon, the approval of this Agreement as to form by the General Counsel of the OWDA and Counsel to the Director and upon the certification of availability of funds as provided in Section 2.4. hereof.

Section 6.5. This Agreement shall become effective as of the Effective Date and shall continue in full force and effect until the final day of the Contract Period of Years.

Section 6.6. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to any person, office, board, department, agency, municipal corporation, or body politic and corporate succeeding by operation of law to the powers and duties of any of the parties hereto. This Agreement shall not be assigned by the Borrower without the prior written consent of the State. The State, at its option, may assign this Agreement without the consent of the Borrower.

Section 6.7. As its record of this Agreement, the Borrower agrees to receive an electronic copy pursuant to R.C. 1306.06(C).

The remainder of this page is intentionally blank.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers.

APPROVED AS TO FORM

OHIO ENVIRONMENTAL PROTECTION AGENCY

By _____

Print Name _____
Ohio EPA Counsel

Scott J. Nally
Director of Environmental Protection

Date: _____

APPROVED AS TO FORM

OHIO WATER DEVELOPMENT AUTHORITY

By _____

Print Name _____
General Counsel

Steven J. Grossman
Executive Director

Date: _____

APPROVED AS TO FORM

BORROWER

By _____

Print Name _____
Borrower's Counsel

By _____

Print Name _____

Title _____

Date: _____

Water Pollution Control Loan Fund

Exhibit 1

Project Name: SSO Elimination / Collection System Improvements

Borrower: Piqua

Address: 201 Water Street

City & State: Piqua, OH

Borrower's Authorized Representative: Gary Huff

Loan Number: CS390755-0007

Zip Code: 45356

Phone: (937) 778-2065

Project Description

This project involves two components needed to reduce/eliminate SSOs from the City of Piqua's collection system. The first element will provide improved conveyance through flow-constricting siphons and additional wet-weather flow equalization, possibly including a new pump station to fully utilize up to 6 MG total volume. A separate component is planned to expand the City's wastewater treatment plant (WWTP) to accept and reliably treat higher wastewater influent flows.

Cost Data

Activities	Eligible	Total Project Cost
Other Costs		
Design	\$3,041,000.00	\$3,041,000.00
Contingency	\$304,100.00	\$304,100.00
Total Estimated Cost	\$3,345,100.00	\$3,345,100.00

WPCLF Loan Information

Interest Rate:	2.44%	Principal Amount:	\$3,345,100.00
Term in Years:	5.0	Interest:	\$228,537.90
Number of Payments:	10	Total Cost of Borrowing:	\$3,573,637.90
Participation Rate:	0.106832	Payment:	\$357,363.79

Project Schedule

Application Date:	10/18/2012	Project Completion:	07/31/2016
Resolution Date:	09/18/2012	Date of Initial Payment:	07/01/2017

Pledged Revenues

Section 603(d)(1)(C) of the Clean Water Act requires one or more dedicated sources of revenue for repayment of the loan. The following information specifies those sources

Revenue Source	
Special Assessments	
General Taxes	
Wastewater Service Charge	\$3,573,637.90
Other:	
Total	\$3,573,637.90

To the best of my knowledge and belief, the information contained on this exhibit represents the actual project costs being requested from the WPCLF. I hereby acknowledge that the non-eligible and not funded costs identified above, if any, will be provided from sources other than the WPCLF as to allow the project to be fully implemented.

Gary Huff

Date

RESOLUTION NO. R-159-12

**A RESOLUTION AUTHORIZING TRANSFERS OF CASH
FROM THE GENERAL FUND TO THE OTHER FUNDS
FOR THE FISCAL YEAR 2012**

WHEREAS, This Commission has authorized ORDINANCE 29-12 which includes General Fund transfers to various funds, and various other fund transfers to Debt Service Sinking Funds for the year 2012.

WHEREAS, The Auditor of State Ohio Compliance Supplement requires that: "Transfers require a resolution authorizing the transfers."

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: That the Finance Director be authorized to transfer funds from the General Fund to other funds listed in Appendix A in an amount not to exceed the Appropriation Ordinance 29-12 listed in Appendix A.

SEC. 2: That the Finance Director be authorized to transfer from the Originating Funds to the respective Funds in an amount not to exceed the Appropriation Ordinance 29-12

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

APPENDIX A

RESOLUTION NO. 159-12

FOR THE FISCAL YEAR 2012

Transfers from:

The General Fund 001	\$	533,440
Fund 106 Safety Fund	\$	88,927
		<hr/>
Total General Fund Transfers from	\$	622,367

Transfers to:

Fund 249 PFDP Pension G.O. Bonds Debt Service	\$	42,528
Fund 255 Fire Equipment 2008 G.O. Note	\$	46,399
Fund 409 Golf Course Fund	\$	225,000
Fund 410 Fort Piqua Plaza	\$	203,140
Fund 415 Swimming Pool Fund	\$	105,300
		<hr/>
Total Transfers to	\$	622,367

Transfer from:

Fund 103 Construction	\$	188,866
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Transfer to:

Fund 216 SIB 25A Note '08	\$	188,866
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RESOLUTION NO. R-160-12

**A RESOLUTION AUTHORIZING TRANSFERS OF CASH
FROM THE GENERAL FUND TO THE OTHER FUNDS
FOR THE FISCAL YEAR 2013**

WHEREAS, This Commission has authorized ORDINANCE 28-12 which includes General Fund transfers to various funds, and various other fund transfers to Debt Service Sinking Funds for the year 2013.

WHEREAS, The Auditor of State Ohio Compliance Supplement requires that: "Transfers require a resolution authorizing the transfers."

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: That the Finance Director be authorized to transfer funds from the General Fund to other funds listed in Appendix A in an amount not to exceed the Appropriation Ordinance 28-12 listed in Appendix A.

SEC. 2: That the Finance Director be authorized to transfer from the Originating Funds to the respective Funds in an amount not to exceed the Appropriation Ordinance 28-12

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

APPENDIX A

RESOLUTION NO. 160-12

FOR THE FISCAL YEAR 2013

Transfers from:

The General Fund 001	\$	545,000
Fund 106 Safety Fund	\$	91,087
		<hr/>
Total General Fund Transfers from	\$	636,087

Transfers to:

Fund 144 Clean Ohio Assistance Demolition Fund	\$	15,000
Fund 249 PFDP Pension G.O. Bonds Debt Service	\$	40,625
Fund 255 Fire Equipment 2008 G.O. Note	\$	50,462
Fund 409 Golf Course Fund	\$	225,000
Fund 410 Fort Piqua Plaza	\$	200,000
Fund 415 Swimming Pool Fund	\$	105,000
		<hr/>
Total Transfers to	\$	636,087

Transfer from:

Fund 103 Construction	\$	173,754
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Transfer to:

Fund 216 SIB 25A Note '08	\$	173,754
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RESOLUTION NO. R-161-12

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH AMENDMENT WITH BURGESS AND NIPLE, INC. FOR THE MANAGEMENT, OVERSIGHT AND PREPARATION OF THE NO FURTHER ACTION LETTER FOR THE ENVIRONMENTAL REMEDIATION AND DEMOLITION OF THE PIQUA MEMORIAL MEDICAL CENTER SITE AT A COST NOT TO EXCEED \$231,154 AND AUTHORIZING BURGESS AND NIPLE, INC. TO PROCEED WITH THE PROJECT

WHEREAS, on August 5, 2011, this City of Piqua received a Clean Ohio Revitalization Fund for the environmental remediation and demolition of the Piqua Hospital Site from the Ohio Department of Development; and

WHEREAS, the City of Piqua competitively procured statement of qualifications from qualified firms to perform the management of the remediation and demolition of the former Piqua Memorial Medical Center; and

WHEREAS, the City of Piqua reviewed all submitted proposals; and

WHEREAS, it was determined by Burgess and Niple, Inc. that Burgess and Niple, Inc.. of Cincinnati, Ohio was the most qualified firm for the project; and

WHEREAS, through Resolution No. R-118-11, adopted on September 20, 2012, the City Commission of the City of Piqua authorized the City Manager to enter into a contract with Burgess and Niple, Inc. to manage the environmental remediation and demolition of the Piqua Memorial Medical Center; and

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

SEC. 1: The City Manager is hereby authorized to enter into all necessary contract amendments with Burgess and Niple, Inc. for the management of the demolition and remediation of the former Piqua Memorial Medical Center site in accordance with the Clean Ohio Revitalization Fund Grant Agreement between the Ohio Department of Development and the City of Piqua;

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 \$1,800,782;

SEC. 3: The firm of Burgess and Niple, Inc.. is authorized to proceed with all necessary steps to proceed with the amendments.

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	December 18, 2012		
REPORT TITLE (Should match resolution/ordinance title)	A Resolution Authorizing the City Manager to Amend the Contract with Burgess and Niple, Inc. for the project management of the Abatement and Demolition of the Piqua Memorial Medical Center at an Amount Not to Exceed \$231,154 and Authorizing Evans Landscaping, Inc. to Proceed with the Project.		
SUBMITTED BY	Name & Title: William Lutz, Development Program Manager Department: Development		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	X City Manager		X Asst. City Manager/Finance
	X Asst. City Manager/Development		X Law Director
	X Department Director;		<input type="checkbox"/> Other:
BACKGROUND (Includes description, background, and justification)	<p>On September 20, 2011, the City Commission authorized through Resolution #R-118-11 a \$197,100 contract with Burgess and Niple to manage the environmental remediation and demolition on the site of the former Piqua Memorial Medical Center in accordance with the procedures put forward by the Ohio Environmental Protection Agency and the Ohio Development Services Agency and the Clean Ohio Council.</p> <p>Burgess and Niple, Inc. has requested an additional \$34,054 in grant funding for the management of the project. In their request, they have cited three major reasons.</p> <ol style="list-style-type: none"> 1. The bidding process was delayed due to circumstances beyond the control of the city, or Burgess and Niple. These delays included the withdrawal of the apparent low bidder, the disqualification of the second lowest bidder due to mathematical errors in their bid, delays on receiving final contract documents to the winning bidder. 2. The project deadline was extended an additional seventy-five days due to the winning contractor providing finalized contracts to the City and Burgess and Niple. 3. Unanticipated meetings with the Piqua City Schools to deal with issues brought forward by the Ohio Schools Facility Commission. <p>This request will be funded through the balance of the Clean Ohio Revitalization Fund grant that was received by the City of Piqua in August 2011 and additional funds received by the Upper Valley Medical Center for the project.</p>		
BUDGETING AND	Budgeted \$:	\$231,154	
	Expenditure \$:	\$231,154	

FINANCIAL IMPACT (Includes project costs and funding sources)	Source of Funds:	Clean Ohio Revitalization Fund Grant awarded in August 2011.
	Narrative:	The funding for this project comes from the Clean Ohio Revitalization Grant. There is no cost to the city for this project, other than the indirect costs associated with staff time devoted to the project.
OPTIONS (Include Deny /Approval Option)	1.	Approve the contract amendment with Burgess and Niple, Inc..
	2.	Deny the amendment with Burgess and Niple, Inc. and risk having the project stopped.
	3.	
	4.	
PROJECT TIMELINE	Upon adoption of this amendment, Evans Landscaping is prepared to undertake the necessary work associated with the amendment. The building is scheduled to be demolished and property remediated by December 31, 2012. Burgess and Niple has indicated that they hope to have the No Further Action letter completed by February 28, 2013.	
STAFF RECOMMENDATION	Staff recommends that the City Commission adopt the amendment.	
ATTACHMENTS		

RESOLUTION NO. R-162-12

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH AMENDMENT WITH EVANS LANDSCAPING, INC. FOR THE ENVIRONMENTAL REMEDIATION AND DEMOLITION OF THE PIQUA MEMORIAL MEDICAL CENTER SITE AT A COST NOT TO EXCEED \$1,768,736 AND AUTHORIZING EVANS LANDSCAPING, INC. TO PROCEED WITH THE PROJECT

WHEREAS, on August 5, 2011, this City of Piqua received a Clean Ohio Revitalization Fund for the environmental remediation and demolition of the Piqua Hospital Site from the Ohio Department of Development; and

WHEREAS, the City of Piqua competitively procured proposals from qualified firms to perform the remediation and demolition of the former Piqua Memorial Medical Center; and

WHEREAS, the City of Piqua has retained the firm of Burgess and Niple, Inc. to review all submitted proposals; and

WHEREAS, it was determined by Burgess and Niple, Inc. that Evans Landscaping, Inc. of Cincinnati, Ohio was the lowest and most responsive bid for the project; and

WHEREAS, through Resolution No. R-30-12, adopted on February 21, 2012, the City Commission of the City of Piqua authorized the City Manager to enter into a contract with Evans Landscaping, Inc. for the environmental remediation and demolition of the Piqua Memorial Medical Center; and

WHEREAS, Burgess and Niple, Inc. and Evans Landscaping, Inc. have found and agreed upon two change orders that need to be completed for the complete environmental remediation and demolition of the Piqua Memorial Medical Center.

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

SEC. 1: The City Manager is hereby authorized to enter into all necessary contract amendments with Evans Landscaping, Inc. for the demolition and remediation of the former Piqua Memorial Medical Center site in accordance with the Clean Ohio Revitalization Fund Grant Agreement between the Ohio Department of Development and the City of Piqua;

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 \$1,800,782;

SEC. 3: The firm of Evans Landscaping, Inc. is authorized to proceed with all necessary steps to proceed with the amendments.

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	December 18, 2012		
REPORT TITLE (Should match resolution/ordinance title)	A Resolution Authorizing the City Manager to Amend the Contract with Evans Landscaping, Inc. for the Abatement and Demolition of the Piqua Memorial Medical Center at an Amount Not to Exceed \$1,768,736 and Authorizing Evans Landscaping, Inc. to Proceed with the Project.		
SUBMITTED BY	Name & Title: William Lutz, Development Program Manager Department: Development		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	X City Manager		X Asst. City Manager/Finance
	X Asst. City Manager/Development		X Law Director
	X Department Director;		<input type="checkbox"/> Other:
BACKGROUND (Includes description, background, and justification)	<p>On February 21, 2012, the City Commission authorized through Resolution #R-30-12 a \$1.789 million contract with Evans Landscaping to perform environmental remediation and demolition on the site of the former Piqua Memorial Medical Center.</p> <p>The environmental remediation and demolition has progressed well. Throughout the Spring and Summer the environmental remediation took place and on September 27, 2012, the actual demolition of the structure took place. During the demolition of the structure, Evans Landscaping has found two unknown conditions which were above and beyond the scope of work originally agreed through the contract agreed through Resolution #R-30-12. These items include:</p> <ol style="list-style-type: none"> 1. The removal of hazardous materials and destruction of a sump found in the boiler house portion of the property (Additional Cost of \$1,898) 2. The removal of a 24" air duct wrapped, approximately 60 feet in length, in asbestos containing material (Additional Cost of \$9,884) 3. Amending the contract to deduct required engineering controls to protect the Nicklin Medical Building (Contract Deduction of \$1,654) 4. Amending the contract to deduct final seeding, grading and other site work, at request of Piqua City Schools (Contract Deduction of \$30,392) <p>City staff has been in constant communication with Burgess and Niple (the project consultant and VAP Certified Professional) and Evans Construction on the project. Both parties confirm that there are no further anticipated change orders, as all unknown conditions have been revealed at this point in the project. Additionally, Evans has indicated that they intend to leave the site by December 31, 2012.</p>		
	Budgeted \$:	\$1,789,000	

BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Expenditure \$:	\$1,768,736
	Source of Funds:	Clean Ohio Revitalization Fund Grant awarded in August 2011.
	Narrative:	The funding for this project comes from the Clean Ohio Revitalization Grant. There is no cost to the city for this project, other than the indirect costs associated with staff time devoted to the project.
OPTIONS (Include Deny /Approval Option)	1.	Approve the contract amendment with Evans Landscaping.
	2.	Deny the amendment with Evans Landscaping and risk having the project stopped.
	3.	
	4.	
PROJECT TIMELINE	Upon adoption of this amendment, Evans Landscaping is prepared to undertake the necessary work associated with the amendment. The building is scheduled to be demolished and property remediated by December 31, 2012.	
STAFF RECOMMENDATION	Staff recommends that the City Commission adopt the amendment.	
ATTACHMENTS		

RESOLUTION NO. R-163-12

A RESOLUTION FOR THE SALE OF PARCEL NOS. N44-011205, N44-011206, N44-011207, N44-011208, N44-011209, N44-011211, N44-011212, N44-011213, N44-011214, and N44-011215, KNOWN AS 624 PARK AVE., PIQUA, OH

WHEREAS, Parcel Nos. N44-011205, N44-011206, N44-011207, N44-011208, N44-011209, N44-011211, N44-011212, N44-011213, N44-011214, and N44-011215, 624 Park Ave., were acquired by the City on September 8, 2011; and

WHEREAS, the property was the former site of the Piqua Memorial Hospital in which the City applied for and received State funding to demolish and remediate the property; and

WHEREAS, the City acquired the property with the intent of redevelopment and after the Piqua City Schools levy passed, advised the Commission of Piqua City Schools being the end user of the property for redevelopment conditioned on the City obtaining funding and being able to deliver the property in a development ready site; and

WHEREAS, the City through grant funding awarded a contract to demolish and remediate 624 Park Avenue, and is scheduled for completion by January 2, 2013, upon which, the City will be able to sell the property; and

WHEREAS, the City, in cooperation with Piqua City Schools and for the betterment of the community, desires to sell 624 Park Ave., to Piqua City Schools for \$1.00.

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. The City Manager is hereby authorized to sell 624 Park Avenue, Piqua, Ohio, consisting of Parcel Nos. N44-011205, N44-011206, N44-011207, N44-011208, N44-011209, N44-011211, N44-011212, N44-011213, N44-011214, and N44-011215, to the Piqua City School District, for \$1.00, which is in the best interest of the community.

SECTION 2. The sale of 624 Park Avenue is in accordance with Section 34.36 of the Piqua Municipal Code, and finding that the sale of the property is in the best interest of the community and assists the Piqua City School District, the City is not required to advertise for bids.

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	December 18, 2012		
REPORT TITLE (Should match resolution/ordinance title)	<p align="center">RESOLUTION NO. R-163-12</p> <p align="center">A RESOLUTION FOR THE SALE OF PARCEL NOS. N44-011205, N44-011206, N44-011207, N44-011208, N44-011209, N44-011211, N44-011212, N44-011213, N44-011214, and N44-011215, KNOWN AS 624 PARK AVE., PIQUA, OH</p>		
SUBMITTED BY	Name & Title: Stacy Wall, Law Director		
	Department: Law		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution
			<input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input type="checkbox"/> Department Director;		<input checked="" type="checkbox"/> Other:
BACKGROUND (Includes description, background, and justification)	See recommendation.		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	n/a	
	Expenditure \$:		
	Source of Funds:		
	Narrative:		
OPTIONS (Include Deny /Approval Option)	1.	Approve the Resolution	
	2.	Reject the Resolution	
	3.		
	4.		
PROJECT TIMELINE	The property to be sold is to be completed by January 2, 2013. The Piqua City School Board meets January 8, 2013.		
STAFF RECOMMENDATION	Staff recommends approval of the Resolution. This project has been a multi-step process with the City acquiring the land to be able to apply for State funding to demolish and remediate the site after the previous landowner could not complete the demolition process due to funding. The property was sold to the City for \$1 and after remediation, the site is redevelopment ready. The City is able to sell the property to the Piqua City Schools in preparation for a new school, which is part of the School plan to build new schools after a levy passing and being awarded funding from the Ohio Schools Facilities Commission.		
ATTACHMENTS			