

**AMENDED 4-15-2013**  
**REGULAR PIQUA CITY COMMISSION MEETING**  
**TUESDAY, APRIL 16, 2013**  
**7:30 P.M. – COMMISSION CHAMBER – 2<sup>nd</sup> FLOOR**  
**201 WEST WATER STREET**  
**PIQUA, OHIO 45356**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**PRESENTATION:**

**Ms. Cindy Bach, Solid Waste Coordinator for Miami County**  
***Topic- Miami County Solid Waste District Update***

**REGULAR CITY COMMISSION MEETING**

**CONSENT AGENDA**

1. APPROVAL OF MINUTES  
Approval of the minutes from the April 2, 2013 Regular City Commission Meeting
2. RES. NO. R-50-13  
A Resolution terminating the appointment of David Zimmerman to the Community Diversity Committee
3. RES. NO. R-51-13  
A Resolution terminating the appointment of David Zimmerman to the Energy Board
4. RES. NO. R-52-13  
A Resolution terminating the appointment of David Zimmerman to the Stormwater Utility Board
5. RES. NO. R-53-13  
A Resolution appointing a member to the Tree Committee
6. RES. NO. R-54-13  
A Resolution appointing a member to the Community Diversity Committee

**NEW BUSINESS**

7. RES. NO. R-55-13  
A Resolution retaining the service of Horan to provide Health Insurance Consulting Services for the City of Piqua
8. RES. NO. R-56-13  
A Resolution requesting authorization to enter into an agreement with Fanning Howey Engineering Group for the engineering design services for the North Main Street Streetscape project

9. RES. NO. R-57-13

A Resolution requesting authorization to enter into an agreement with EMH&T for the Engineering Design Services for the Safe Routes to School Improvements

10. RES. NO. R-58-13

A Resolution authorizing the City Manager to file an application to the Local Government Innovation Fund for the funding of a Feasibility Study for a Shared Service Facility

11. RES. NO. R-59-13

A Resolution objecting to the renewal of Liquor Permit #5520104 held by Maradi Petroleum, LLC, DBA Piqua Marathon LLC, 1130 Park Avenue, Piqua, Ohio

**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.)

**OTHER:** Monthly Reports for February

**CITY MANAGER'S REPORT**

**COMMISSIONERS COMMENT**

**ADJOURNMENT TO EXECUTIVE SESSION**

To consider the compensation or discipline of a City employee.

**ADJOURNMENT**

**MINUTES  
PIQUA CITY COMMISSION  
Tuesday April 2, 2013  
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

**REGULAR CITY COMMISSION MEETING**

Mayor Fess asked that Resolution No. R-48-13 be moved forward at this time.

Moved by Commissioner Wilson, seconded by Commissioner Vogt, to Resolution No. R-48-13 forward at this time. Roll call, Aye: Vogt, Martin, Terry, Fess, and Wilson. Nay: None. Motion carried unanimously.

**RES. NO. R-48-13**

A Resolution of Appreciation for the Public Service of Joe Cline as a City Employee

City Manager Huff stated Resolution R-48-13 is a Resolution of Appreciation for Joe Cline for his 30 years of service as an Electrician in the Power Distribution Department.

Mayor Fess asked Joe Cline and Power System Director Ed Krieger to come forward. Mayor Fess read the Resolution of Appreciation. Mr. Krieger gave a brief outline of the various positions Mr. Cline held in the Power System over his 30 years of employment with the City of Piqua.

Mr. Cline thanked his family and the City of Piqua for their support over the last 30 years of his employment.

**Public Comment**

No one came forward to speak for or against Resolution No. R-48-13.

Moved by Commissioner Vogt, seconded by Commissioner Martin, that Resolution No. R-48-13 be adopted. Roll call, Aye: Fess, Wilson, Terry, Martin, and Vogt. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-48-13 adopted.

**Consent Agenda**

Approval of the minutes from the March 14, 2013 Piqua City Commission Work Session and the March 19, 2013 Regular Piqua City Commission Meeting

Moved by Commissioner Martin, seconded by Commissioner Vogt, to approve the Consent Agenda. Voice vote, Aye: Fess, Wilson, Vogt, Terry, and Martin. Nay: None. Motion carried unanimously.

**OLD BUSINESS**

**ORD. NO. 3-13 (3<sup>rd</sup> Reading)**

An Ordinance amending Section 77.01-Traffic Schedules adopted, Schedule IV and Schedule VII, of the Piqua Code, relating to four-way stop intersections and traffic control devices pertaining to the South Street/Sunset Drive intersection

City Engineer Amy Havenar stated this is the third reading of Ordinance No. 3-13 the modification of Code Section 77.01 Traffic Schedule. Ms. Havenar stated a request was brought to the Transportation Committee to review the intersections surrounding Pitsenbarger Park for improving/enhancing the safety with regards to pedestrians, bicyclists, and the traffic coming out of the park complex. After review the Transportation Committee voted unanimously to recommend to the City Commission the intersection be changed from a signalized intersection to a multi-way stop intersection.

**Public Comment**

No one came forward to speak for or against Ordinance No. 3-13.

After a brief discussion it was moved by Commissioner Vogt, seconded by Commissioner Terry, to adopted Ordinance No. 3-13. Roll call, Aye: Fess, Wilson, Terry, Martin, and Vogt. Nay: None. Motion carried unanimously. Mayor Fess then declared Ordinance No. 3-13 adopted.

**ORD. NO. 4-13 (3<sup>rd</sup> Reading)**

An Ordinance amending Chapter 90 of the Piqua Municipal Code to repeal Section 90.28 vicious dogs

Police Chief Bruce Jamison stated this is the third reading of Ordinance No. 4-13. As previously stated the Commissioners asked that the code section be reviewed at a City Commission Work Session to look into the vicious dog legislation. Coincidentally, there was also a statewide debate on a new law which was eventually passed by the Ohio General Assembly. The new state law includes elements of the ordinance which the City originally enacted in 1994. Chief Jamison stated he checked into the Statewide Data Base, and it is still not available and it will be some time before it is ready.

There was discussion on the how vicious dogs are identified, and if neighbors are notified of vicious or dangerous dogs in their neighborhoods. Chief Jamison stated citizens should still call 911 for help with a vicious dog.

**Public Comment**

No one came forward to speak for or against Ordinance No. 4-13.

Moved by Commissioner Terry, seconded by Commissioner Martin, to adopt Ordinance No. 4-13. Roll call, Aye: Wilson, Terry, Martin, Vogt, and Fess. Nay: None. Motion carried unanimously. Mayor Fess then declared Ordinance No. 4-13 adopted.

**ORD. NO. 5-13 (3<sup>rd</sup> Reading)**

An Ordinance amending Chapter 111 of the Piqua Municipal Code (Peddlers and Solicitors)

Police Chief Bruce Jamison stated this Ordinance was also in response to concerns raised at a City Commission Work Session regarding panhandling restrictions. Panhandling has died down recently or at least over the last several weeks they have not been in the mall area.

There was discussion over the need for registering if they were going to panhandle in the City of Piqua, and having their registration visible when they are panhandling.

**Public Comment**

No one came forward to speak for or against Ordinance No. 5-13.

Moved by Commissioner Terry, seconded by Commissioner Wilson, to adopt Ordinance No. 5-13. Roll call, Aye: Terry, Martin, Vogt, Fess, and Wilson. Nay: None. Motion carried unanimously.

Mayor Fess declared Ordinance No. 5-13 adopted.

**New Business**

**RES. NO. R-49-13**

A Resolution authorizing the City Manager to enter into an agreement with Burgess and Niple, Inc. for the completion of the Agency for Toxic Substances and Disease Registry Grant received by the City of Piqua at a cost not to exceed \$115,000

Assistant City Manager/Economic Development Director Bill Murphy stated late last year the City of Piqua received a \$148,000 grant from the Agency for Toxic Substances and Disease Registry to further study the health related and development issues dealing with brownfields. It was noted that the City of Piqua is the first and only municipal government in the entire United States to receive this funding from the Agency for Toxic Substances and Disease Registry. Proposals were sent out and after reviewing the three proposals two firms were chosen to be most qualified, Burgess and Niple, Inc. and National Brownfield Association. National Brownfield Association decided to withdraw their statement, and will act as subcontractor to Burgess and Niple, Inc. on this project.

The work will be completed later this summer and will include bringing in a team of national experts to review the physical environment and provide guidance and metrics to improve the public health in the areas impacted by brownfields, stated Mr. Murphy.

Mayor Fess asked Mr. Murphy what the study entailed. Mr. Murphy gave a brief overview of the study providing information regarding the notification of the information to the public. This could possibly lead to additional funds in the future, stated City Manager Huff.

The entire cost of this project is covered by the ATSDR Grant which was for \$148,000 and the cost of the contract work is only \$115,000, the remaining \$33,000 will be retained for administrative costs by the City of Piqua, stated Mr. Murphy.

There was a brief discussion of the location of some of the brownfield areas in Piqua, how the assessments are completed, and the benefits to the community.

**Public Comment**

No one came forward to speak for or against Resolution No. R-49-13

Moved by Commissioner Wilson, seconded by Commissioner Terry, that Resolution No. R-49-13 be adopted. Roll call, Aye: Martin, Vogt, Fess, Wilson, and Terry. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-49-13 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.

John Monroe, Leonard Street came forward stating he is a member of the Southview Neighborhood Association, and they would like to propose moving the Senior Center from the current location at the YMCA to Mote Park. Mr. Monroe provided information on the reasons for moving the senior center.

City Manager Huff stated the next step if the Commission has no objection to this is for Mr. Monroe to take his proposal to the Park Board and present the request to them for consideration.

Tom Strohmer, Spotted Doe came forward and expressed his interest in moving the Senior Center from the YMCA to Mote Park, further stating it would be a more convenient location for seniors with the larger parking area, and would also provide someone on site each day.

All Commissioners were in agreement with Mr. Monroe going to the Park Board with his proposal.

### **City Manager's Report**

City Manager Huff announced the City of Piqua Power System was a Diamond Award Winner as part of the American Public Power Association Reliable Public Power Provider Program. Piqua was one of only six Diamond Award recipients out of over 2000 Public Power Systems nationwide and explained the criteria. This is a huge accomplishment for the City of Piqua, especially with all of the other larger municipal power systems in the nation that Piqua was chosen as one of six, stated City Manager Huff. Power System Director Ed Krieger gave a brief overview of the areas in which the City excelled in and announced several employees had also won top honors in their fields of competition. We may not be the largest Power System in the nation, but we can be the best, stated Mr. Krieger. Mayor Fess stated she can attest to the knowledge the power system employees have by how fast the Power System is able to get the city back on line whenever there is an outage.

City Manager Huff congratulated the Police Officer Matt Cook and Fire Officer Don Larger for being named Officers of the Year, and Joe Cline for his 30 years of service to the City of Piqua.

City Manager Huff stated Buffalo Wing's and Rings restaurant will have their official Ribbon Cutting on April 13<sup>th</sup> at 10:45 A.M. ,further stating the restaurant was recently named #1 in sales in all the franchises in all of the states.

City Manager Huff announced the State of Economic Development Report will be held on Thursday, April 18<sup>th</sup> at 4:00 at Ft. Piqua Plaza.

City Manager Huff announced the Monthly Work Session for April has been cancelled due to lack of business.

### **Commissioners Comment**

Commissioner Vogt congratulated Joe Cline on his 30 years of service to the City of Piqua. Commissioner Vogt announced the Echo Hills Golf Course is open and they are selling memberships, stating it is the best golf course in the area. Commissioner Vogt encouraged citizens to patronize all of the City of Piqua facilities this summer.

Commissioner Martin congratulated the Ed Krieger, the Piqua Municipal Power Plant and the employees on their recognition, further stating we do things well in the City of Piqua and it shows.

Commissioner Terry congratulated Power Systems director Ed Krieger, and the Power Plant employees on their achievements, and to former Power Plant employee Joe Cline on his 30 years of service to the City of Piqua. It was nice to see Mr. Cline's family in attendance for his recognition.

Commissioner Wilson congratulated Power Systems Director Ed Krieger, the Power Plant employees, and the Joe Cline. Recently the Police & Fire Appreciation Dinner was held at the YWCA, and Matt Cook was named Police Officer of the Year, and Don Larger was named Fire Fighter of the Year, stated Commissioner Wilson offering his congratulations to both of them.

Commissioner Wilson announced on April 13, 10:30 A.M. residents will meet and leave from Lock 9 Park on the First Community Bicycle Ride along the Bike Path, stopping at a local restaurant for lunch. This will be a monthly event that will take place on the second Saturday of each month with the ride being about an hour long. This is a great way to get people out on the bike path either riding or walking, and will be a fun event, said Commissioner Wilson.

Mayor Fess congratulated Ed Krieger and the Power Plant employees, Joe Cline, Matt Cook, and Don Larger.

Mayor Fess announced Dancing with the Piqua Stars is scheduled for Saturday April 7<sup>th</sup> at the Learning Center with two performances. There are still tickets available for the afternoon matinee with the evening dinner session sold out. Vote for your favorite dancer and help support the Piqua Arts Council.

Moved by Commissioner Vogt, seconded by Commissioner Martin, to adjourn from the Regular Piqua City Commission Meeting at 8:20 P.M. Voice vote, Aye: Martin, Terry, Wilson, and Vogt. Nay: None. Motion carried unanimously.

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LUCINDA L. FESS, MAYOR

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

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

**RESOLUTION NO. R-50-13**

**A RESOLUTION TERMINATING THE APPOINTMENT OF  
DAVID ZIMMERMAN TO THE COMMUNITY DIVERSITY  
COMMITTEE**

WHEREAS, David Zimmerman was appointed to the Community Diversity Committee on March 6, 2012 by Resolution No. R-67-12 for a term to expire on March 1, 2014; and

WHEREAS, it is required that citizens serving on the City of Piqua Boards and Committees be residents of the City of Piqua, residing within City limits; and

WHEREAS, the City of Piqua has been advised that David Zimmerman no longer resides in the City of Piqua.

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

SEC. 1: This Commission hereby terminates the appointment of David Zimmerman as a member of the Community Diversity Committee and therefore creates a vacancy on said Committee to fill the unexpired term of David Zimmerman.

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

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LUCINDA L. FESS, MAYOR

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

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

**RESOLUTION NO. R-51-13**

**A RESOLUTION TERMINATING THE APPOINTMENT OF  
DAVID ZIMMERMAN TO THE ENERGY BOARD**

WHEREAS, David Zimmerman was appointed to the Energy Board on March 6, 2012 by Resolution No. R-38-12 for a term to expire on March 1, 2017; and

WHEREAS, it is required that citizens serving on the City of Piqua Boards and Committees be residents of the City of Piqua, residing within City limits; and

WHEREAS, the City of Piqua has been advised that David Zimmerman no longer resides in the City of Piqua.

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

SEC. 1: This Commission hereby terminates the appointment of David Zimmerman as a member of the Energy Board and therefore creates a vacancy on said Committee to fill the unexpired term of David Zimmerman.

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

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LUCINDA L. FESS, MAYOR

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

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

**RESOLUTION NO. R-52-13**

**A RESOLUTION TERMINATING THE APPOINTMENT OF  
DAVID ZIMMERMAN TO THE STORMWATER UTILITY BOARD**

WHEREAS, David Zimmerman was appointed to the Stormwater Utility Board on March 6, 2012 by Resolution No. R-45-12 for a term to expire on August 1, 2013; and

WHEREAS, it is required that citizens serving on the City of Piqua Boards and Committees be residents of the City of Piqua, residing within City limits; and

WHEREAS, the City of Piqua has been advised that David Zimmerman no longer resides in the City of Piqua.

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

SEC. 1: This Commission hereby terminates the appointment of David Zimmerman as a member of the Stormwater Utility Board and therefore creates a vacancy on said Committee to fill the unexpired term of David Zimmerman.

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

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LUCINDA L. FESS, MAYOR

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

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

**RESOLUTION NO. R-53-13**

**A RESOLUTION APPOINTING A MEMBER  
TO THE TREE COMMITTEE**

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: Jesse Dotson is hereby appointed as a member of the Tree Committee for a term to expire on March 1, 2017 or until his successor is confirmed and qualified;

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

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LUCINDA L. FESS MAYOR

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

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

**RESOLUTION NO. R-54-13**

**A RESOLUTION APPOINTING A MEMBER  
TO THE COMMUNITY DIVERSITY COMMITTEE**

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: Helen Cuff is hereby appointed as a member of the Community Diversity Committee for a term to expire on March 1, 2015 or until her successor is confirmed and qualified;

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

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LUCINDA L. FESS MAYOR

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

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

**RESOLUTION NO. R-55-13**

**A RESOLUTION RETAINING THE SERVICE OF HORAN TO PROVIDE  
HEALTH INSURANCE CONSULTING SERVICES FOR THE  
CITY OF PIQUA**

WHEREAS, HORAN has been providing the City of Piqua with health insurance consultation services since June of 2010 as approved by the City Commission by the passage of Resolutions R-52-10 and R-79-12; and

WHEREAS, HORAN quoted an additional three years (June 2013 – May 2016) in the consulting agreement dated June 1, 2012 with no increase in fees; and

WHEREAS, it is the desire of the City Administration to exercise this three year option of HORAN's quote

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: HORAN is hereby retained by the City of Piqua for health insurance consulting services for the period of June 1, 2013 through May 31, 2016.

SEC 2: For such services, HORAN'S consulting fees are \$2,666.66 per month

SEC 3: The Finance Director certifies that funds are available and 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: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

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LUCINDA L. FESS, MAYOR

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

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



# Commission Agenda Staff Report

<b>MEETING DATE</b>	April 16, 2013		
<b>REPORT TITLE</b> (Should match resolution/ordinance title)	A RESOLUTION RETAINING THE SERVICE OF HORAN TO PROVIDE HEALTH INSURANCE CONSULTING SERVICES FOR THE CITY OF PIQUA		
<b>SUBMITTED BY</b>	Name & Title: Elaine G. Barton, Human Resources Director		
	Department: Human Resources		
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
<b>APPROVALS/REVIEWS</b>	<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:
<b>BACKGROUND</b> (Includes description, background, and justification)	<p>HORAN has worked with the City of Piqua for the past three years as the health insurance consultant. Resolution No. R-79-12 extended HORAN's contract for the third year. The consulting agreement executed on June 1, 2012 included an option for an additional three year period. The City would like to exercise this option. HORAN's proposal would maintain the rate (\$2,666.66 per month) for the next three year period. HORAN has negotiated lower health insurance premiums for the City for the past two years. HORAN was successful in negotiating a single digit (6.5%) increase for the 2013 plan year. In the three years that the City has worked with HORAN we have averaged a 5 % increase. Each of these years a higher rate was initially released but through negotiations HORAN was able to save the City hundreds of thousands of dollars. In addition, HORAN has kept us informed with regard to changes in the health care law which will include additional mandates beginning in 2014. HORAN continues to work with the City on setting up an on-site clinic. Their participation in this project has been invaluable and their expertise will be necessary moving forward. The City does not incur broker fees with HORAN, that is, they are paid a flat fee rather than a percentage of whichever health insurance coverage that we choose.</p>		
<b>BUDGETING AND FINANCIAL IMPACT</b> (Includes project costs and funding sources)	Budgeted \$:	\$2,666.66 per month	
	Expenditure \$:	\$2,666.66 per month	
	Source of Funds:	All Funds with employees with health insurance coverage	
	<b>Narrative:</b>		
<b>OPTIONS</b> (Include Deny /Approval Option)	1.	Adopt Resolution No. R-55-13 retaining HORAN as the City's health insurance consultant	
	2.	Reject Resolution No. R-55-13 and provide staff with further direction	
	3.		
	4.		

<b>PROJECT TIMELINE</b>	June 1, 2013 through May 31, 2016
<b>STAFF RECOMMENDATION</b>	It is recommended that Resolution No. R-55-13 be approved and HORAN be retained as the City's health insurance consultant. As stated above, HORAN is currently working with City staff to examine the feasibility of an on-site clinic. In addition, HORAN has been instrumental in securing lower rates for employee health insurance saving the City hundreds of thousands of dollars.
<b>ATTACHMENTS</b>	HORAN Stewardship Report Consulting Agreement dated June 1, 2013

## **Consulting Agreement**

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This Consulting Agreement, hereinafter referred to as "Agreement" is between "CITY OF PIQUA", hereinafter referred to as "Client" and HORAN, hereinafter referred to as "Consultant."

WHEREAS, Client wishes to obtain the assistance of Consultant with strategic benefit planning, design, funding, administration, and communication with respect to its employee benefit programs;

WHEREAS, Consultant has superior knowledge and expertise in assisting employers with designing and servicing employee benefit plans; and

WHEREAS, the parties wish to set forth their respective expectations;

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereby agree as follows:

### **1. Scope of Services to be Provided by Consultant**

Consultant will provide Client with consulting, actuarial, and brokerage services for the following compensation and benefit programs listed below:

- Health Insurance Consulting
- A. **Strategic Benefit Planning.** Consultant will provide assistance in developing overall plan benchmarks and targets to ensure that the plan meets the objectives of Client and its employees.
- B. **Benefit Design.** Consultant will help to ensure that benefit designs are consistent with the strategic benchmarks and targets set forth in the strategic benefit planning process.
- C. **Administration.** Consultant will identify core administrative services, assess vendor performance, and manage vendor relationships to provide appropriate program administration.
- D. **Funding.** Consultant will advise and counsel regarding program funding alternatives, including review fee proposals, recommend budget rates, employee contribution rates, and COBRA rates; and monitor program costs against expectations.
- E. **Communication.** Consultant will assist in drafting employee communications regarding benefit program performance and changes, and assist in the review of plan documents and insurance certificates during the planning and enrollment process.

- F. Compliance Tools & Legislative Information.** Consultant will provide informational materials on legislative developments impacting employee benefit plans, including access to online reference tools on topics such as FMLA, COBRA, HIPAA, HIPAA Privacy, and Section 125.
- G. Meetings with Client and Vendors.** Services will include attendance at and facilitation of regular meetings with Client and vendors as needed to facilitate program management including day-to-day operations and planning program changes.
- Consultant shall meet with Client on a quarterly basis to review all activities performed by Consultant during the prior quarter. The meetings will include discussion of business concerns, including presentations of options and recommendations.
  - Consultant shall meet with Client semi-annually to discuss review of the program, state of the marketplace, progress made toward strategic plan, and developments within Client's organization.
  - Consultant shall meet with Client annually to review the stewardship report for the preceding year, create a stewardship report outlining the goals and objectives for the upcoming year, and agree upon Consultant's fees for the next twelve month period, which is subject to the City Commission's approval.
- H. Day-to-Day Administrative Issues.** Consultant shall provide assistance in the daily administration of programs, including resolution of vendor service issues and addressing questions and concerns raised by Client's employees and management.
- I. Stewardship Report.** Annually during the term, Consultant will develop and implement (subject to Client's prior approval) a detailed account stewardship plan, which should include, but not be limited to, the following:
- Specific quantifiable and measurable goals and objectives for Consultant's team relating to Client's programs; and
  - Detailed work plans which lay out the account management plan, work schedules, areas of concentration, timing, and information requirements.
- J. Data Analysis.** Upon receipt of acceptable claims data, Consultant will provide Client with financial analysis of health care claims, funding strategies, utilization trends, projected costs, etc. on a quarterly basis.

## **2. Disclosure and Record Keeping**

- A. Full Disclosure.** Client has the right to approve any arrangements and/or the utilization of any intermediaries in connection with, or arising out of, or in any way related to the services Consultant provides to Client hereunder. Consultant must seek approval from Client prior to the use of any of the above in connection with the services Consultant provides to Client hereunder.
- B. Record Keeping.** Consultant will maintain accurate and current files including, but not limited to, insurance policies and correspondence with insurers or brokers in accordance with industry standard record retention practice or as otherwise directed by Client. Consultant understands the client is subject to Ohio's Public Records law and must disclose any public record upon request.

**3. Term & Termination**

**A. Term.** This initial term of this Agreement shall be one year, commencing on June 1, 2012 and ending May 31, 2013 ("Initial Term"). Thereafter, this Agreement may be renewed by mutual written agreement of the parties.

**B. Termination.** This Agreement may be terminated by either party only as follows:

- a) Effective upon thirty (30) days advance written notice to the other party stating that such other party is in breach of any of the provisions of this Agreement, provided such breach (if able to be cured) is not cured within fifteen (15) days after the notice is received;
- b) effective upon ninety (90) days advance written notice to the other party given with or without reason; provided such notice is given after the Initial Term; or
- c) By mutual written agreement of the parties.

**4. Cost of Services**

Consultant professional fees have been established and will be payable on a monthly basis. The fees do not include out-of-pocket expenses, such as expenses related to travel outside of the state. In addition, should the client seek a written legal opinion specific to their company, those fees will be billed separately. Client agrees to pay Consultant professional fees as outlined in Exhibit 1.

Additional programs and services will be provided on a project basis for an additional fee to be disclosed in writing and shall be undertaken upon mutual agreement between Consultant and Client. Such programs and services may include, but not be limited to, additional lines of insurance, outsourcing of administrative services, and so forth.

**5. Personnel**

Consultant will assign its personnel according to the needs of Client and according to the disciplines required to complete the appointed task in a professional manner. Consultant retains the right to substitute personnel with reasonable cause. The Account Management Team consists of the following individuals:

Primary Service Team: Erik Freudenberg, Vice President / Account Executive  
Julie Tople, Account Manager  
Anne Paulus, Service Representative  
Tyler Dierkers, Financial Analyst

Additional Key Resources: Chris Mihin, Individual Health and Medicare  
Shelly Hodges, Communication/Compliance

**6. Client's Responsibilities**

Client will make available such reasonable information as required for Consultant to conduct its services. Such data will be made available as promptly as possible. It is understood by Consultant that the time of Client's personnel is limited, and judicious use of that time is a requirement of this Agreement. Client will make timely payments of the service fees as set forth elsewhere in this Agreement.

**7. Records and Information**

Consultant understands and agrees to limit its use and disclosure of protected health information as described in Exhibit 2. Further, without the prior written consent of the Client and except as otherwise provided in Exhibit 2, Consultant will not at any time disclose any Business Information to anyone outside of Client, or use such information, except as may be necessary in connection with such Client's business. "Business Information" means any information, data, know-how, or knowledge belonging to, or relating to, the business or affairs of the Client, and includes (but is not limited to) that relating to employees, financial information, customers, business strategies, cost, products, services, formulas, procedures, inventions, designs, plans, books, tapes, training programs, slides, video tapes, property, computer hardware and software, memoranda, devices, the terms of this Agreement, and all trade secrets. Consultant will surrender upon termination of this Agreement or any other time requested by a Client all Business Information and any duplicate or other reproduction of it. The provisions of this paragraph shall survive the termination or expiration of this Agreement.

**8. Independent Contractor.** It is understood and agreed that Consultant is engaged by Client to perform services under this Agreement as an independent contractor. Consultant shall use its best efforts to follow written, oral, or electronically transmitted (i.e., sent via facsimile or e-mail) instructions from Client as to policy and procedure.

**9. Fiduciary Responsibility.**

Client acknowledges that: (i) Consultant shall have no discretionary authority or discretionary control respecting the management of any of the employee benefit plans; (ii) Consultant shall exercise no authority or control with respect to management or disposition of the assets of Client's employee benefit plans; and (iii) Consultant shall perform services pursuant to this Agreement in a non-fiduciary capacity. Client agrees to notify Consultant as soon as possible of any proposed amendments to the plans' legal documents to the extent that the amendments would affect Consultant in the performance of its obligations under this Agreement. Client agrees to submit (or cause its agent, consultants, or vendors to submit) all information in its (or their) control reasonably necessary for Consultant to perform the services covered by this Agreement.

**10. Entire Agreement**

This constitutes the entire Agreement between the parties, and any other warranties or agreements are hereby superseded.

Subsequent amendments to this Agreement shall only be in writing signed by both parties

CITY OF PIQUA

  
\_\_\_\_\_  
*Signature*  
Mr. Gary Huff  
\_\_\_\_\_  
*City Manager*

6/1/12  
\_\_\_\_\_  
*Date*  
June 1, 2012

HORAN

  
\_\_\_\_\_  
*Signature*

6/1/12  
\_\_\_\_\_  
*Date*

Mr. Erik Freudenberg

June 1, 2012

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*Vice President / Account Executive*

## **Exhibit 1** ***Consulting Fees***

1) Consulting Fee	\$32,000.00 annually
2) Monthly Payments:	
June 1, 2012 – May 31, 2013	\$2,666.66 monthly
June 1, 2013 – May 31, 2016 (optional)	\$2,666.66 monthly

### NOTES

HORAN anticipates that over time, City of Piqua may require additional consulting project work outside the scope of services detailed in Section 1 of this Agreement. We will identify costs for such projects on an as needed basis.

## **Exhibit 2** ***Business Associate Contract***

This Business Associate Contract (Agreement) is entered into by and between City of Piqua (Covered Entity) and HORAN, (Business Associate) effective as of June 1, 2010.

WHEREAS, the Covered Entity is a group health plan as defined in the privacy rules adopted pursuant to the Health Insurance Portability and Accountability Act of 1996<sup>1</sup> (HIPAA);

WHEREAS, the Business Associate wishes to perform on behalf of the Covered Entity treatment, payment, or health care operations as defined by HIPAA;

WHEREAS, the parties wish to set forth their understandings with regard to the use and disclosure of Protected Health Information (PHI) by the Business Associate in performance of its obligations;

In consideration of the mutual promises set forth below, the parties hereby agree as follows:

### **A. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE**

1. Use of Protected Health Information (PHI). Business Associate shall not use or further disclose PHI other than as permitted or required by this Agreement or as required by law.

---

<sup>1</sup> The HIPAA Privacy Rules were originally published at 65 Fed. Reg. 82462 on December 28, 2000 and amended on August 14, 2002 as set forth at 67 Fed. Reg. 53182.

2. Safeguards. Business Associate agrees that it will implement all appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Agreement. Business Associate agrees that performance of its obligations to implement safeguards includes establishing procedures that limit its use and disclosure of PHI to the minimum necessary amount of information required for the intended purpose, including limiting access to PHI within its organization to those employees with a need to know.
3. Unauthorized Disclosures of PHI. Business Associate shall, within ten (10) days of becoming aware of a disclosure of PHI in violation of this Agreement by Business Associate, its officers, directors, employees, contractors, or agents or by a third party to which Business Associate disclosed PHI, report to Covered Entity any such disclosure. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of the unauthorized disclosure.
4. Agreements With Third Parties. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of the Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
5. Access to Information. Within ten (10) days of a request by the Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to the Covered Entity such PHI for so long as such information is maintained in a Designated Record Set. In the event any individual requests access to PHI directly from the Business Associate, Business Associate shall respond to the request for PHI within two (2) days. Any denials of access to the PHI requested shall be the responsibility of the Business Associate.

6. Availability of PHI for Amendment. Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of the Covered Entity or an individual, and in the time and manner designated by Covered Entity.
7. Inspection of Books and Records. Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary of the U.S. Department of Health and Human Services or designee, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with HIPAA.
8. Accounting of Disclosures. Business Associate agrees to maintain and make available to the Covered Entity an accounting of disclosures of PHI as would be required for Covered Entity to respond to a request by an individual made in accordance with 45 CFR 164.528. Business Associate shall provide an accounting of disclosures made during the six years prior to the date on which the accounting is requested. At a minimum, the accounting of disclosures shall include the following information:
  - a. Date of disclosure,
  - b. The name of the person or entity who received the PHI, and if known, the address of such entity or person,
  - c. A brief description of the PHI disclosed, and
  - d. A brief statement of the purpose of such disclosure which includes an explanation of the basis of such disclosure.

In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall respond to the request within two (2) days. Any denials of a request for an accounting shall be the responsibility of the Business Associate.

Business Associate agrees to implement an appropriate record keeping process to enable it to comply with the requirements of this Section.

#### **B. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE**

1. Business Associate shall not use or disclose any PHI for any purpose other than performance of services for Covered Entity as provided for in the Consulting Agreement dated June 1, 2010. Except as otherwise limited by this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified above, provided that such use or disclosure would not violate HIPAA if done by the Covered Entity.
2. Except as otherwise limited by this Agreement, Business Associate may provide PHI to Zywave, Inc., a subcontractor of Consultant, for the limited purpose of providing data analysis and data aggregation services on behalf of the Covered Entity as defined in 45 CFR Sec. 164.501.

### **C. OBLIGATIONS OF COVERED ENTITY**

1. Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such notice.
2. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.
3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 1654.522.

### **D. PERMISSIBLE REQUESTS BY COVERED ENTITY**

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by the Covered Entity.

### **E. TERMINATION**

1. Term. The term of this Agreement shall begin on the Effective Date and shall remain in effect until terminated per the causes and notifications discussed below in Section E (2).

2. Termination. This Agreement shall be terminated only as follows:

- a. Termination For Cause

This Agreement may be terminated by the Covered Entity upon fifteen (15) days written notice to the Business Associate in the event that the Business Associate breaches any provision contained in Paragraphs A or B of this Agreement and such breach is not cured within such fifteen (15) day period; provided, however, that in the event that termination of this Agreement is not feasible in the Covered Entity's sole discretion, Business Associate hereby acknowledges that the Covered Entity shall have the right to report the breach to the Secretary, notwithstanding any other provision of this Agreement to the contrary.

- b. Termination Due To Change in Law

Either party may terminate this Agreement effective upon thirty (30) days advance written notice to the other party in the event that the terminating party has sought amendment of this Agreement pursuant to Paragraph G (1) and no amendment has been agreed upon.

- c. Termination Without Cause

Either may terminate this Agreement effective upon ninety (90) days advance written notice to the other party given with or without any reason.

3. Return or Destruction of PHI

Upon termination of this Agreement, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

Notwithstanding the above, to the extent that it is not feasible to return or destroy such PHI, the terms and provisions of Paragraphs 1 and 2 shall survive termination of this Agreement and such PHI shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such PHI.

### **F. DEFINITIONS**

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR 160.103 and 164.501. Capitalized terms within this Agreement are defined in the text or as follows:

1. Designated Record Set means a group of records maintained by or for the Covered Entity that is (a) medical records and billing records about individuals maintained by or for the Covered Entity, (b) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan, or (c) used, in whole or in part, by or for the Covered Entity to make decisions about individuals. As used herein the term "record" means any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for the Covered Entity.
2. Individually Identifiable Health Information means information that is a subset of health information, including demographic information collected from an individual, and
  - a. is created or received by a health care provider, health plan, employer, or health care clearinghouse; and
  - b. relates to the past, present, or future physical or mental health or condition of an individual; the provision of healthcare to an individual; or the past, present, or future payment for the provision of healthcare to an individual; and (1) identifies the individual or (2) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
3. Protected Health Information (PHI) means Individually Identifiable Health Information that is (a) transmitted by electronic media, (b) maintained in any medium constituting electronic media, or (c) transmitted or maintained in any other form or medium. PHI shall not include (a) education records covered by the Family Education Right and Privacy Act, as amended, 20 USC Sec. 1232g and (b) records described in 20 USC Sec. 1232g(a)(4)(B)(iv).

#### **G. GENERAL PROVISIONS**

1. Amendment. This Agreement may be amended only by the mutual written agreement of the parties. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of HIPAA.
2. Indemnification. Business Associate shall release, indemnify and hold the other harmless from and against any claims, fees, and costs, including, without limitation, reasonable attorneys' fees and costs, which may be incurred by the acts of that party as a result of or related to the other Business Associate's activities pursuant to this Agreement.
3. Remedies. The parties acknowledge that breach of Paragraphs A or B of this Agreement may cause irreparable harm for which there is no adequate remedy at law. In the event of a breach, or if Covered Entity has actual notice of an intended breach, Covered Entity shall be entitled to a remedy of specific performance and/or injunction refraining Business Associate from violating or further violating this Agreement. The parties agree the election of the Covered Entity to seek injunctive relief and or specific performance of this Agreement does not foreclose or have any effect on any right the Covered Entity may have to recover damages.

4. Survival. Business Associate's obligation to limit its use and disclosure of Protection Information as set out in Paragraphs A and B survive the termination of this Agreement so long as Business Associate has PHI received during the performance of its services as described in this Agreement.
5. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio.
6. Assigns. Neither this Agreement nor any of the rights, benefits, duties, or obligations provided herein may be assigned by any party to this Agreement without the prior written consent of the other party.
7. Third Party Beneficiaries. Nothing in this Agreement shall be deemed to create any rights or remedies in any third party.
8. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Entity to comply with HIPAA.
9. Notices. Any notice given under this Agreement must be in writing and delivered via first class mail, via reputable overnight courier service, or in person to the following addresses, or to such addresses or facsimile numbers as the parties may specify by like notice:

If to Covered Entity:           City of Piqua  
   201 West Water Street  
   Piqua, Ohio 45356-5001

If to Business Associate:       HORAN  
   4990 East Galbraith Road, Suite 102  
   Cincinnati, Ohio 45236

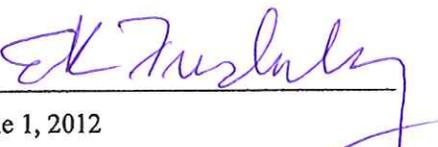
IN WITNESS WHEREOF, the undersigned have executed this Agreement.

CITY OF PIQUA

HORAN

Signed:   
 Date: June 1, 2012

Name (Print): Gary Huff  
 Title: City Manager

Signed:   
 Date: June 1, 2012

Name (Print): Erik Freudenberg, CBC  
 Title: Account Executive

## HISTORY

HORAN has enjoyed our relationship with the City of Piqua which began in 2010. We created a professional process to serve the employees' needs with quality products and services through our consulting services for the Group Health Benefit plan and related products.

Today HORAN provides exceptional service, skilled benefit administration and cost containment for the City of Piqua. Our focus is on plan design consulting, operational excellence, health management and exemplary customer care. We provide streamlined processes in order to maintain compliance with current regulations as they relate to benefit offerings and keep the City informed on healthcare trends.

## CORE SERVICES

### BENEFIT PLAN STRATEGY AND DESIGN

HORAN strives to maintain relevancy in a world of shifting benefit challenges for the City. We offer a comprehensive benefits plan that provides product choices for both group and voluntary offerings. This enables the City to meet the needs of the organization with simplified benefits administration support from HORAN.

### FINANCIAL & DATA ANALYSIS

HORAN delivers extensive data and financial analysis to assess effectiveness of current plans, predict renewal costs and ascertain cost impact of options available in the marketplace.

### HEALTH MANAGEMENT/WELLNESS

HORAN enhances the well-being of the City's employees and their families through assistance in the wellness plans. This includes wellness implementation assistance and execution of Lunch and Learns, biometric screening events, and the UHC Bend the Trend promotion resulting in renewal savings with UHC. HORAN has worked closely with Gary Huff in the ongoing market review and feasibility of the on-site clinic. HORAN has performed a market review, including Novicare which performed an ROI for this proposed project. HORAN invited other local employers, including Industry Products, Hartzell Industries and Piqua City Schools to explore the multi-employer clinic model. In 2013 HORAN negotiated a \$10,000 wellness budget with Anthem, which can be used towards the clinic startup. HORAN has scheduled a meeting with Anthem executives in April, 2013 to explore carrier clinic model options.

### STRATEGIC RELATIONSHIPS & PROPRIETARY PRODUCTS

HORAN's volume of business with the main medical carriers in the SW Ohio market allows for direct access to their executive and underwriting teams ensuring the City has the most effective renewal negotiations and service resolution.

HORAN has strategic partnerships with national organizations, United Benefits Advisors and M Financial, enabling HORAN to offer proprietary products and services other brokers cannot. This includes:

- Extensive national, regional, local, industry and size benchmarking
- Best practices nationwide

## COMPENSATION

HORAN is committed to openness and transparency. Currently HORAN receives \$32,000 for medical consulting fees; standard commissions for life and dental.

## PRACTICE LEADERS

**HEALTH BENEFITS CONSULTING**



**CLIENT CARE AND EDUCATION**



**FINANCIAL ANALYSIS**



**INDIVIDUAL HEALTH AND MEDICARE**



**CORE SERVICES**



**STRATEGIC OVERSIGHT**



## CURRENT SERVICES

**Julie Tople  
Account Manager**

- Health Benefits Consulting
- Benefits Strategy and Design
- Renewal Negotiations
- Account Service

**Anne Paulus  
Account Representative**

- Education & Communication
- Client Claims
- Account Service

**Tyler Dierkers  
Financial Analyst**

- Benchmarking Analysis
- Contribution Strategies
- Renewal History and Trends

**Chris Mihm  
Account Executive**

- Investigates option of individual health and Medicare
- Educates individuals on appropriate plans

**Shelly Hodges-Konyts  
Benefits Consultant**

- Online Technology
- Compliance Updates
- Employer/Employee Communication and Education

**Erik Freudenberg  
VP**

- Strategic planning
- Industry trends and impacts
- Issue Resolution

## SERVICE OPTIONS

**Individual Health Plans/Medicare Implementation**

- Dependent and Medicare Audit

**Actuarial Review and Funding Analysis**

- Review of possible self funding opportunities

**Benchmarking**

- Review of the City's benefit offerings and how the company compares to similar employers in the area and nationwide

**Employee meetings regarding insurance options**

**One on One meetings for Medicare eligible individuals**

**New Hire Packets / Exit Packets for Employees**

- Notify employees of their rights
- Provide applicable compliance notifications
- Inform employees about benefits upon enrollment and termination

**Employee Total Compensation Statements**

- Gauge employees' perception of benefit package
- Gather employees data

**Total Client Care Model**

- Deliver wealth and life services to individuals, families and employers
- Help achieve financial goals
- Protect assets over lifetime
- Ability to build long-term wealth

- HORAN offers retirement planning, 401(k) and Executive level counsel

## COMPANY HISTORY

HORAN is one of the region's largest privately held health care consulting, financial services and insurance organizations. HORAN has a strong regional presence with a national footprint. We bring the best services, resources and value to our clients through national partnerships.

HORAN works with over 450 companies. Our client retention rate is consistently above 90%. Our 2012 our client retention rate was 95%, compared to an industry average of 90%.

More than simply providing products, we serve as a partner to help determine the right solution for your needs. Our focus is delivering a strategic blueprint coupled with value added benefits to make your life and the lives of your employees easier.

**RENEWAL**

**HORAN Renewal Negotiations**

- Objective**
- Develop short term and long term strategy to stabilize health care costs
  - Maintain a consistent and favorable benefits program to attract and retain employees

**Success**

Through carrier negotiations, market place competitive bidding and plan design changes, HORAN was able to negotiate a rate hold in 2011 from the original UHC 12.9% increase, (total savings from original renewal to the final rate hold, was \$241K). 2012, HORAN secured a single digit increase (9%); dental was moved to UHC, for a 5.9% savings from Superior Dental Care.

For 2013 Medical, the initial UHC renewal was 23.5%, reduced to 11% with competitive quotes from Anthem. HORAN negotiated a 6.5% final renewal offer from Anthem which included moving dental and life insurance to Anthem and an additional discount for the City belonging to a participating Chamber. The final renewal difference from UHC's 17.6% increase to Anthem's final rates, was \$90,000.



**EMPLOYEE AND HUMAN RESOURCES SUPPORT**

**HORAN's Account Team is dedicated to the City of Piqua and continues to be an advocate for both employees and Human Resources.**

**Objective**

- Support Human Resources responsibilities including compliance, enrollment, claims appeal assistance and general trouble shooting
- Improve ability to communicate with employees
- Streamline enrollment process
- Quarterly Financial Analysis Updates
- Provide access to carrier Leadership

**Success**

HORAN has assisted the City with key improvements :

- Access to UHC Lunch and Learns; Health Risk Assessment promotions
- Meeting scheduled April 2013 with Anthem's leadership to discuss clinic models

Facilitating "Healthy Ohio" May meeting at the city to showcase the clinic and wellness space on the third floor



**HORAN is committed to delivering superior customer service and premier Health, Wealth and Life solutions that provide outstanding value and outcomes to The City of Piqua and its employees.**

**EDUCATION AND COMMUNICATION**

HORAN in conjunction with the carriers provides open enrollment benefit communication and assistance for the annual open enrollment .

HORAN assisted the City in enhancing the Wellness programs with UHC in 2011. and 2012, HORAN helped coordinate Biometric screenings and Lunch and Learns with UHC; in 2013 HORAN is assisting the City with arranging ongoing wellness programs through Anthem.

**Objective**

- Enhance employee understanding of their benefits through Lunch and Learns and Identify ways for employees to reduce costs relating to benefit offerings
- Improve employee engagement and awareness as it relates to healthcare and wellness
- Reduce time spent by HR on addressing employee questions pertaining to benefits
- Increase employee wellness engagement with additional support from Anthem's wellness coordinator.

**Success**

2012 the biometric screening event participation doubled from they prior year.



**COMPLIANCE**

**HORAN is committed to providing accurate and timely communication of compliance issues pertaining to employee benefits.**

**Objective**

- Keep the City aware and in compliance as it relates to benefit offerings
- Simplify legislation as it pertains to the City

**Success**

As a part of the Core Services HORAN provides to our clients, HORAN sent over 12 compliance updates that affected the City in 2011 and 2012. 2013 HORAN has 6 seminars dedicated to PPACA.

In addition, HORAN has committed to an investment in a dedicated team of experts who are diligently following the development of Health Care Reform and we will continue to keep the City informed as the process to finalize the bill continues.



**RESOLUTION NO. R-56-13**

**A RESOLUTION REQUESTING AUTHORIZATION  
TO ENTER INTO AN AGREEMENT WITH  
FANNING HOWEY ENGINEERING GROUP FOR  
THE ENGINEERING DESIGN SERVICES FOR  
THE N. MAIN STREET STREETScape PROJECT**

WHEREAS, on January 15, 2013, this Commission passed Resolution No. R-6-13 authorizing the City Purchasing Analyst to advertise for bids, according to law, for the engineering design services for the N. Main Street Streetscape Project; and

WHEREAS, after solicitation of Request for Qualifications, Fanning Howey Engineering Group has been determined to be the most qualified provider of these services; 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: A purchase order is hereby authorized to Fanning Howey Engineering Group for the necessary engineering design services for the N. Main Street Streetscape Project;

SEC. 2: The Finance Director certifies that funds are available and is 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 \$77,000;

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

\_\_\_\_\_  
LUCINDA L. FESS, MAYOR

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

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



# Commission Agenda Staff Report

<b>MEETING DATE</b>	April 16, 2013		
<b>REPORT TITLE</b> (Should match resolution/ordinance title)	A Resolution requesting authorization to enter into an agreement with Fanning Howey Engineering Group for the Engineering Design Services for the N. Main Street Streetscape Project.		
<b>SUBMITTED BY</b>	Name & Title: Amy Havenar, P.E., City Engineer		
	Department: Engineering		
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
<b>APPROVALS/REVIEWS</b>	<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 type="checkbox"/> Other:
<b>BACKGROUND</b> (Includes description, background, and justification)	<p>In October of 2010, City Commission approved the submission of the N. Main Street Streetscape Project to the Miami Valley Regional Planning Commission for funding under the Transportation Enhancement (TE) program. This project was selected for funding and this resolution would allow us to begin the design process.</p> <p>As with all projects utilizing federal money, the selected consultants must be on ODOT's prequalified consultants list. After soliciting for Request for Qualifications (RFQ's), Fanning Howey Engineering Group was selected to provide a Technical Proposal for the engineering design services.</p> <p>The project limits are from Greene Street to the River Bridge on N. Main Street. The project will consist of the removal and replacement of sidewalk, curbing, street signs, light poles, and the installation of brick pavers, benches, trash receptacles and other streetscape amenities where right-of-way permits.</p>		
<b>BUDGETING AND FINANCIAL IMPACT</b> (Includes project costs and funding sources)	Budgeted \$:	\$75,000	
	Expenditure \$:	\$77,000 (includes 10% contingency)	
	Source of Funds:	Fund 103 – Street Income Tax	
	<b>Narrative</b>	<p>As with the majority of our federally funded projects, the engineering costs are funded with 100% local funds.</p> <p>The City has received \$300,000 in grant money for the construction from the Federal Highway Administration. The total project cost is estimated to be approximately \$1,000,000. Construction is scheduled for the summer of 2016.</p>	

<p style="text-align: center;"><b>OPTIONS</b> (Include Deny /Approval Option)</p>	<p>1.</p>	<p>Approve the resolution to enter into an agreement with Fanning Howey Engineering Group for the engineering design.</p>
	<p>2.</p>	<p>Do not approve the resolution, therefore, do not complete the engineering design and return the funding.</p>
<p style="text-align: center;"><b>PROJECT TIMELINE</b></p>	<p>The engineering design would begin immediately with project construction scheduled for the summer of 2016.</p>	
<p style="text-align: center;"><b>STAFF RECOMMENDATION</b></p>	<p>Approve the resolution to allow for engineering design to begin on the N. Main Street Streetscape Project.</p>	
<p style="text-align: center;"><b>ATTACHMENTS</b></p>	<p>“A” - Scope of Services for the engineering design.</p>	

## **Attachment "A"**

### **Scope of Services**

#### **Field Investigation - \$5,000**

- Work with the City to identify & map all existing utilities.
- Complete a topographic survey and locate existing utilities, (storm sewer, sanitary sewer, water, electric, etc.) as needed. The topography will be picked up 20 feet outside of the right-of way lines on both sides of the project area and as needed on intersections connecting to the project area. The project area is listed below:
  - Main Street (CR 25A) from Greene Street to the South approach of the Great Miami River Bridge.
- Submit project area survey map, with Right of Way and projected construction limits, to ODOT so they can begin their Environmental Review and Right-of-Way Review.

#### **Preliminary Design- \$5,000**

- In consultation with the City, determine the general scope, extent & character of the Project. The project is generally considered to be the improvement of the roadway area by the installation of new curb and gutter, sidewalks, decorative pavers, street lighting and other streetscape enhancements.
- Prepare Preliminary Design Documents consisting of final design criteria, design development drawings & specifications for review by the City.
- Meet with the City to discuss Preliminary Design Documents and any changes that are needed prior to the development of Final Design Documents.
- Based on information contained in the Preliminary Design Documents, submit an Opinion of Probable Construction Cost.
- Assist the City with the Right of Way Acquisition that is needed on the project.
- Proceed with ODOT Stage 1 Design.

#### **ODOT Stage 1 Design - \$15,000**

- Perform required design tasks and produce required design documents for ODOT Stage 1 approval.
- Submit ODOT Stage 1 Documents to the ODOT District office for review by November of 2013.
- Make any necessary changes in ODOT Stage 1 Documents and resubmit for approval. (If needed)
- Obtain ODOT approval of Stage 1 Documents.

#### **ODOT Stage 2 Design - \$12,500**

- Perform required design tasks and produce required design documents for ODOT Stage 2 approval.
- Submit ODOT Stage 2 Documents to the ODOT District office for review by May of 2014.
- Make any necessary changes in ODOT Stage 2 Documents and resubmit for approval. (If needed)
- Obtain ODOT approval of Stage 2 Documents.

**ODOT Stage 3 Design - \$10,000**

- Perform required design tasks and produce required design documents for ODOT Stage 3 approval.
- Submit ODOT Stage 3 Documents to the ODOT District office for review by October of 2014.
- Make any necessary changes in ODOT Stage 1 Documents and resubmit for approval. (If needed)
- Obtain ODOT approval of Stage 3 Documents.

**ODOT Bid Document and Final Tracing Approval - \$20,000**

- Perform required design tasks and produce required design documents for ODOT Bid Documents and Final Tracings.
- Submit ODOT Bid Documents and Final Tracings to the ODOT District office for review by September of 2015.
- Make any necessary changes in ODOT Stage 1 Documents and resubmit for approval. (If needed)
- Obtain ODOT approval of Bid Documents and Final Tracing..

***Bidding and Negotiation Phase - \$2,500***

- Provide any necessary assistance to the City ODOT during the bidding process.
- Attend the bid opening, and assist the city in evaluating the bids.
- Attend the preconstruction meeting.

***Not Included with this Proposal – Can be provided at our standard hourly rates if requested***

- Construction Administration Assistance.
- Assistance with land acquisitions outside of the existing right-of-way area.
- Geo-technical investigations at the proposed construction site for the purpose of determining sub-base design parameters or existing pavement thickness.
- All needed permit fees.
- Full or part time resident project representation services.

**RESOLUTION NO. R-57-13**

**A RESOLUTION REQUESTING AUTHORIZATION  
TO ENTER INTO AN AGREEMENT WITH EMH&T  
FOR THE ENGINEERING DESIGN SERVICES  
FOR THE SAFE ROUTES TO SCHOOL  
IMPROVEMENTS**

WHEREAS, on January 15, 2013, this Commission passed Resolution No. R-6-13 authorizing the City Purchasing Analyst to advertise for bids, according to law, for the engineering design services for the Safe Routes to School Improvements; and

WHEREAS, after solicitation of Request for Qualifications, EMH&T has been determined to be the most qualified provider of these services; 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: A purchase order is hereby authorized to EMH&T for the necessary engineering design services for the Safe Routes to School Improvements;

SEC. 2: The Finance Director certifies that funds are available and is 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 \$57,000;

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

\_\_\_\_\_  
LUCINDA L. FESS, MAYOR

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

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



# Commission Agenda Staff Report

<b>MEETING DATE</b>	April 16, 2013		
<b>REPORT TITLE</b> (Should match resolution/ordinance title)	A Resolution requesting authorization to enter into an agreement with EMH&T for the Engineering Design Services for the Safe Routes to School (SRTS) Improvements.		
<b>SUBMITTED BY</b>	Name & Title: Amy Havenar, P.E., City Engineer		
	Department: Engineering		
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
<b>APPROVALS/REVIEWS</b>	<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 type="checkbox"/> Other:
<b>BACKGROUND</b> (Includes description, background, and justification)	<p>In May of 2012, the City was notified of our award of a Safe Routes to School (SRTS) grant for the construction of infrastructure projects around the Piqua Junior High School site, Washington Intermediate School site, and the Wilder Intermediate School site. Some of the improvements will consist of the installation of new pavement markings and signage, the installation of ADA compliant curb ramps, the replacement of damaged sidewalk &amp; curbs, and the construction of a multi-use path to the Junior High School from Looney Road, in addition to various other miscellaneous projects. The proposed improvements for the Wilder Intermediate School site are also located along the designated walking routes for the new school which will be located at the former Piqua Memorial Hospital site. Therefore, these improvements will be a benefit to both sites.</p> <p>As with all projects utilizing federal money, the selected consultants must be on ODOT's prequalified consultants list. After soliciting for Request for Qualifications (RFQ's), EMH&amp;T was selected to provide a Technical Proposal for the engineering design services. This resolution would allow us to begin the design process.</p>		
<b>BUDGETING AND FINANCIAL IMPACT</b> (Includes project costs and funding sources)	Budgeted \$:	\$42,000	
	Expenditure \$:	\$57,000 (includes 10% contingency)	
	Source of Funds:	\$42,000 - SRTS Grant \$15,000 - Fund 103 (Street Income Tax)	
	<b>Narrative</b>	The grant application was submitted to cover 100% of the estimated costs associated with implementing the proposed improvements, which included both design and construction. However, in reviewing a more detailed scope of work with both ODOT and EMH&T, the amount of	

		design work required will exceed the amount that was originally estimated when applying for the grant. Part of this is due to right-of-way work that will be required, but was not anticipated during the grant application process. The 103 Fund has the capacity to pay for the additional design fees not covered by the grant. The total grant awarded for both design and construction of the infrastructure projects is \$499,915.
<b>OPTIONS</b> (Include Deny /Approval Option)	1.	Approve the resolution to enter into an agreement with EMH&T for the engineering design.
	2.	Do not approve the resolution, therefore, do not complete the engineering design and return the funding.
<b>PROJECT TIMELINE</b>	The engineering design would begin immediately with project construction scheduled for the summer of 2015.	
<b>STAFF RECOMMENDATION</b>	Approve the resolution to allow for engineering design to begin on the Safe Routes to School Improvement projects.	
<b>ATTACHMENTS</b>	Proposal for Engineering Services	



Engineers, Surveyors, Planners, Scientists

April 8, 2013

Ms. Amy Havenar, P.E.  
City Engineer  
City of Piqua  
201 West Water Street  
Piqua, Ohio 45356

Subject: PID #93747, Safe Routes to School Improvements (SRTS)  
Proposal for Engineering Services

Dear Ms. Havenar,

Evans, Mechwart, Hambleton & Tilton, Inc. (EMH&T) is pleased to present this proposal for professional services for the pedestrian mobility improvements in the area of the Washington Intermediate, Piqua Junior High and Wilder Intermediate Schools.

As requested, in this proposal we have included a description of the proposed scope of services and fees to support your successful Safe Routes to School grant application. We understand this proposal will be shared with Council and/or Committee members for their approval. We anticipate preparing a proposal in ODOT's required format at a later date.

## Scope of Services

EMH&T anticipates providing plan services for the following improvements:

### Washington Intermediate School

- Installation of 4-way stop signs, ADA compliant curb ramps and new crosswalk pavement markings at the intersection of Park and North Parkway.
- Installation of new crosswalk pavement markings, ADA ramps and crosswalk signage at the intersection of Park and Westview.

### Piqua Junior High School

- Construction of an asphalt path and street lighting for the full length of one side of Indian Trail.
- Replacement pavement markings at the middle school parking entrance.

### Wilder Intermediate School

- Reconstruct ADA curb ramps at all four corners of Nicklin/Gill and Nicklin/Scott.
- Place new crosswalk pavement markings and crosswalk signage across Nicklin at the Scott and Gill intersection (Does not include school zone signage).
- At the intersections with Walker, install new ADA compliant curb ramps crossing Scott Street and Gill Street with new crosswalk pavement markings and crosswalk signage.

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- Remove/Replace sidewalk on the east side of Walker Street, between Gill and Scott (does not include pavement island or ramps on Virginia)
- On Broadway, at the intersections with Green, North and Boone; removal of existing signals (by others), installation of rapid flashing beacons (RFB's) and ADA compliant curb ramps at each intersection, possible drainage improvements, replacement signage and pavement markings.
- On College, at the intersections with Ash, Green, North and Boone; removal of existing signals (by others), installation of RFB's and ADA compliant curb ramps at each intersection, possible drainage improvements, replacement signage and pavement markings.
- At Downing's intersection with High Street; install four way stop signs and install curb extensions with possible drainage improvements, replacement pavement markings and additional signage.
- At Downing's intersections with Ash; install stop signs on Downing, install curb extensions with possible drainage improvements, replacement pavement markings and additional signage.

#### **Design Services**

- Provide a topographic and right of way survey in the project areas with corridor cross sections (50 foot intervals) and topographic features, underground utilities, manhole inverts, and property corners located.
- Provide a right of way document for the asphalt path placement along Indian Trail. The document will be prepared according to ODOT's modified standards for right of way plans, which will be provided by ODOT at a later date. For the purposes of this proposal, we have assumed a single plat drawing and submittal.
- Prepare a design basemap of the survey area with topographic features, contours and boundary line determination.
- Prepare a Stage 1 plan set and preliminary estimate of probable construction costs and address ODOT comments from their review.
- Prepare Stage 3 construction plan set with engineer's cost estimate and address ODOT comments from their review.
- Submit final tracings with certified construction cost estimate and LD4 Estimating form for ODOT filing.
- Provide up to 20-hours of onsite construction observation/inspection at \$55/hour, including punchlist and 1-year warranty inspections and subsequent follow up.
- Provide up to 8-hours of engineering support/construction management during construction. EMH&T will incorporate construction engineering support into our retainer services whenever possible.

#### **Exclusions**

In addition to any limitations specifically mentioned in the scope descriptions provided above, the following activities may become necessary in the development of the project, but are not included in the suggested project budget. Additional remuneration may be necessary to provide these services.

- Environmental studies or permitting

- Geotechnical engineering
- Utility relocation, lowering or design
- Construction services
- Right-of-way plat or easements

**Budget**

Topographic and Right of Way Surveying	\$21,300
Engineering Plans (Lump Sum)	\$27,100
<u>Reimbursable (Mileage, Printing, Lodging)</u>	<u>\$3500</u>
Total	\$51,900

We appreciate the opportunity to continue to assist the City on this project. If this description and proposal meet with your approval, please signify with your signature below. If you should have any questions, please do not hesitate to contact me at (614) 775-4226.

Respectfully submitted,

EVANS, MECHWART, HAMBLETON, & TILTON, INC.



Adam D. Voris, PE

**Acceptance and Authorization to Proceed**

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

\_\_\_\_\_

**RESOLUTION NO. R-58-13**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO FILE AN APPLICATION TO THE LOCAL GOVERNMENT INNOVATION FUND FOR THE FUNDING OF A FEASIBILITY STUDY FOR A SHARED SERVICE FACILITY**

WHEREAS, the State of Ohio has encouraged all forms of local government to collaborate to investigate innovative practices; and

WHEREAS, the State of Ohio has offered the Local Government Innovation Fund; and

WHEREAS, the City of Piqua, with the cooperation of other collaborative partners have developed a proposal to the Local Government Innovation Fund for the funding of a feasibility study for a shared service facility; 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 authorized to file an application to the Local Government Innovation Fund for funding for a feasibility study for a shared service facility.

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



# Commission Agenda Staff Report

<b>MEETING DATE</b>	April 16, 2013		
<b>REPORT TITLE</b> (Should match resolution/ordinance title)	<b>A RESOLUTION AUTHORIZING THE CITY MANAGER TO FILE AN APPLICATION TO THE LOCAL GOVERNMENT INNOVATION FUND FOR THE FUNDING OF A FEASIBILITY STUDY FOR A SHARED SERVICE FACILITY</b>		
<b>SUBMITTED BY</b>	Name & Title: William Lutz, Development Program Manager		
	Department: Development Department		
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
<b>APPROVALS/REVIEWS</b>	<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 type="checkbox"/> Other:
<b>BACKGROUND</b> (Includes description, background, and justification)	<p>In 2012, the State of Ohio introduced the Local Government Innovation Fund. The fund was developed to provide loans and grants to local governments (including counties, townships, municipalities, school districts and other joint districts) to encourage collaborative efforts and pursue innovative practices.</p> <p>Internal discussions about the program were held and it was determined that the program would be an appropriate use of funds to request a grant for a feasibility study for a shared service facility. The facility would be used to share fleet management and repair facility with other local government agencies which are, Piqua City School District, Ohio Department of Transportation – District VII, Miami East Local School District and the Covington Exempted Village School District.</p> <p>The funding would pay for the feasibility study to determine if cost savings can be had from all participants by having shared fleet management services.</p>		
<b>BUDGETING AND FINANCIAL IMPACT</b> (Includes project costs and funding sources)	Budgeted \$:	\$0	
	Expenditure \$:	\$0	
	Source of Funds:	Local Government Innovation Fund	
	<b>Narrative</b>	There is no cost to apply for the funds. The request for this study is the maximum request, which is \$100,000.	
<b>OPTIONS</b> (Include Deny /Approval Option)	1.	Approve the resolution and allow the City to apply for Local government Innovation Fund grant request.	
	2.	Do not approve the resolution and provide further direction.	
<b>PROJECT TIMELINE</b>	The City should be made aware of whether the funding request was approved by June 30, 2013. Upon successful funding, the study should be complete by		

	December 31, 2013.
<b>STAFF RECOMMENDATION</b>	Approve the resolution to file the application.
<b>ATTACHMENTS</b>	None.

**RESOLUTION NO. R-59-13**

**A RESOLUTION OBJECTING TO THE RENEWAL OF LIQUOR PERMIT #5520104 HELD BY MARADI PETROLEUM LLC, DBA PIQUA MARATHON LLC, 1130 PARK AVENUE, PIQUA, OHIO**

WHEREAS, Section 4303.271 of the Revised Code of Ohio authorizes the legislative authority of a municipal corporation to object to the renewal of liquor permits issued under Sections 4303.11 to 4303.183 of the Revised Code of Ohio, within the limits of such municipal corporation and request a hearing thereon; and

WHEREAS, the City of Piqua Police Department has had significant contact with Buckeye Chuck's at 1130 Park Ave. resulting in multiple court cases and a drain on City resources that affect the community as a whole; and

WHEREAS, the manager and an employee have been convicted of underage sales and the State of Ohio agencies have had multiple contacts with Buckeye Chuck's due to illegal activity; and

WHEREAS, it appears from such investigation that the applicant, and/or partner, and/or member, and/or officer, and/or director, and/or manager, and/or shareholder, owning ten percent or more of the capital stock of the holder of Liquor Permit #5520104, has operated the liquor permit business in a manner that demonstrates a disregard for the laws, regulations or local ordinances of this state or any other state, and that the place for which the permit is sought is so located with respect to the neighborhood that substantial interference with public decency, sobriety, peace or good order would result from the renewal of the permit and operation thereunder by the applicant.

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

SEC. 1: The City Commission of the City of Piqua objects to the renewal of Liquor Permit #5520104, held by Maradi Petroleum LLC DBA Piqua Marathon LLC, 1130 Park Avenue, Piqua, Ohio, for all the statutory reasons provided in Section 4303.292(A), specifically, (1) [t]hat the applicant, or any partner, member, officer, director, or manager of the applicant, or, if the applicant is a corporation or limited liability company, any shareholder owning five per cent or more of the applicant's capital stock in the corporation or any member owning five per cent or more of either the voting interests or membership interests in the limited liability company (a) has been convicted at any time of a crime that relates to fitness to operate a liquor establishment and (b) has operated liquor permit businesses in a manner that demonstrates a disregard for the laws, regulations, or local ordinances of this state or any other state, as well as for the reasons stated in the preamble, and that the said City Commission requests the Department of Liquor Control also reject the application for renewal for good cause.

SEC. 2: Two (2) certified copies of this resolution, together with a request that a hearing be held in the County of Miami, county in which said permit premises are located, must be sent to the Director of the Ohio Department of Liquor Control no later than May 2, 2013.

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

**STATEMENT OF THE CHIEF LEGAL OFFICER**

The undersigned, Stacy M. Wall, Law Director for the City of Piqua, Ohio, hereby states that she has reviewed the reports of the Piqua Police Department and citations issued by the State of Ohio, respecting the advisability of renewing Liquor Permit #5520104, held by Maradi Petroleum LLC DBA Piqua Marathon LLC, 108-110 North Main Street, Piqua, Ohio, and that the facts alleged in such reports, if true, constitute, in her opinion, substantial legal grounds, within the meaning and intent of division (A) Section 4303.292 of the Revised Code of Ohio, for denying the renewal of said permit.

\_\_\_\_\_  
Stacy M. Wall  
Law Director