

REGULAR PIQUA CITY COMMISSION MEETING
TUESDAY, JUNE 18, 2013
7:30 P.M. – COMMISSION CHAMBER – 2nd FLOOR
201 WEST WATER STREET
PIQUA, OHIO 45356

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATION: ACTIVITY DAY AT FOUNTAIN PARK - NATHAN BURKHOLDER

PROCLAMATION: NATIONAL GO SKATEBOARD DAY – JUNE 21st

REGULAR CITY COMMISSION MEETING

CONSENT AGENDA

1. **APPROVAL OF MINUTES**
Approval of the minutes from the June 4, 2013 Regular City Commission Meeting
2. **RES. NO. R-95-13**
A Resolution accepting the resignation of Cheryl Burkhardt as a member of the Park Board

NEW BUSINESS

3. **ORD. NO. 9-13 (1st Reading)**
An Ordinance amending Chapter 96 (Trees) of the Piqua Municipal Code

OLD BUSINESS

4. **ORD.NO. 7-13 (2nd Reading)**
An Ordinance to authorize the annexation of contiguous territory owned by the Municipal Corporation and the State
5. **ORD. NO. 8-13 (2nd Reading)**
An Ordinance enacting and adopting a supplement to the Code of Ordinances for the City of Piqua
6. **RES. NO. R-96-13 (Public Hearing)**
A Resolution accepting for statutory purposes a budget for the calendar year 2014
7. **RES. NO. R-97-13**
A Resolution approving the Community Development Block Grant formula allocation program application for fiscal year 2013
8. **RES. NO. R-98-13**
A Resolution authorizing the City Manager to enter into a lease agreement to permit the usage of a portion of Fountain Park, Hardman Field and Hance Pavilion to the Piqua Fourth of July Association

9. RES. NO. R-99-13

A Resolution authorizing the City Manager to enter into the LPA Federal Local-Let Project agreement with the Ohio Department of Transportation (ODOT) for the Safe Routes to School (SRTS) infrastructure projects

10. RES. NO. R-100-13

A Resolution awarding a contract to Christy Construction for the 2013 sidewalk ADA Compliance Program

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 April

CITY MANAGER'S REPORT

a. Economic Development Update – Mr. Bill Murphy

COMMISSIONERS COMMENT

ADJOURNMENT

**MINUTES
PIQUA CITY COMMISSION
Tuesday June 4, 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 Terry, Vogt, and Wilson, Trustee Mc Maken, Trustee Hiegel, and Trustee Holfinger. Absent: Martin.

Moved by Commissioner Vogt, seconded by Commissioner Terry to excuse Commissioner Martin from the June 4, 2013 Piqua City Commission Meeting due to a death in the family. Voice vote, Aye; Fess, Vogt, Wilson, and Terry. Nay; None.

JOINT MEETING OF WASHINGTON TOWNSHIP TRUSTEE

CONSENT AGENDA

Approval of Minutes

Approval of the minutes from the May 7, 2013 Joint Meeting with the Washington Township Trustees and the Piqua City Commission

Resolution No. R-82-13

A Resolution renewing a tax levy in excess of the ten-mill limitation for maintenance and operating the Forest Hill Union Cemetery

Trustee Hiegel gave a brief explanation on the need for the tax levy at this time.

Move by Trustee Hiegel, seconded by Commissioner Terry, that Resolution No. R-82-13 be adopted. Roll call, Aye: Holfinger, McMaken, Hiegel, Wilson, Terry, Vogt, and Fess. Nay: None. Motion carried unanimously.

Moved by Trustee Holfinger, seconded by Commissioner Terry, to adjourn from the Joint Meeting of the Washington Township Trustees and the Piqua City Commission Meeting at 7:40 P.M. Voice vote, Aye: Terry, Wilson, Fess, Martin, and Vogt. Nay: None. Motion carried unanimously.

PRESENTATION

I LOVE PIQUA VIDEO AWARD WINNERS

1st Place - Riley Branson
2nd Place - Elizabeth Ann Butt
3rd Place - Jared & Justin Younce

Lorna Swisher, Executive Director Mainstreet Piqua came forward and provided a brief outline of the requirements for the I Love Piqua Video. The winning video by Riley Branson was shown, and Bill Murphy, Assistant City Manager/Economic Development Director presented an oversize check to the three winners. Mr. Murphy stated that media department of the winner's school will also receive a check.

RECOGNITION

BIKE TO WORK WEEK IN THE CITY OF PIQUA

Jim Hemmert, Chairperson of the Active Living Committee provided information on the Bike to Work Week May 13-17, 2013. Forty-one persons and eleven businesses participated in this event. Employees rode their bikes to and from work, or on their lunch hour totaling 740 miles. Chris Schmiesing, City Planner read the names of the various Businesses and individuals that took part in the Bike to Work Week and presented a Certificate of Appreciation to those present.

In addition, the winning large business was Miami Valley Steel Services, with eight employees who rode 177 miles, and the small business winner was Treon's Barber and Styling Shop with one employee who rode 104 miles. Both businesses were presented with the interactive "Silver Pedal Trophy" Award.

In 2015 the City of Piqua will be hosting the Cycling Summit, and at the 2013 Cycle Summit in Springfield recently Piqua was presented the "Traveling Handlebars".

REGULAR CITY COMMISSION MEETING

Consent Agenda

Approval of the minutes from the May 21, 2013 Regular Piqua City Commission Meeting.

RES. NO. R-83-13

A Resolution of Appreciation for the Public Service of Donald Larger as a City Employee

Mayor Fess read and presented the Resolution of Appreciation to Donald Larger.

RES. NO. R-84-13

A Resolution of Appreciation for the Public Service of Bret Reid as a City Employee

Mayor Fess read and presented the Resolution of Appreciation to Bret Reid.

RES. NO. R-85-13

A Resolution of Appreciation for the Public Service of Steve Cantrell as a City Employee

Mayor Fess read and presented the Resolution of Appreciation to Police Chief Jamison.

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

NEW BUSINESS

ORD. NO. 7-13

An Ordinance to authorize the annexation of contiguous territory owned by the Municipal Corporation and the State

Chris Schmiesing, City Planner, provided a brief overview of the request for the annexation. Mr. Schmiesing stated the City of Piqua and State of Ohio own territory contiguous to the limits of the municipal corporation. This ordinance will authorize the filing of an annexation petition to annex City of Piqua and State of Ohio properties located near State Route 66 and Hardin Road. The City desires to annex the 40+ acre tract in anticipation of the construction of the new water treatment facility slated to begin construction in 2014.

Public Comment

No one came forward to speak for or against Ordinance No. 7-13.

Ordinance No. 7-13 was given a first reading.

ORD. NO. 8-13

An Ordinance enacting and adopting a supplement to the Code of Ordinances for the City of Piqua

Law Director Stacy Wall explained this is a routine housekeeping procedure that is done once a year after American Legal Publishing Corporation reviews and recommends the revision or addition of certain sections of the Code of Ordinances which are based on or make reference to the Ohio Code.

Public Comment

No one came forward to speak for or against Ordinance No. 8-13.

Ordinance No. 8-13 was given a first reading.

RES. NO. R- 86-13

A Resolution awarding a contract to Pohlkat Inc. in the amount not to exceed \$150,000 annually for removal and disposal of lime residual from the Lime Lagoon at the Water Plant for 2013-2015

Don Freisthler, Water Plant Superintendent, stated the amounts will vary each year depending on the amount of lime sludge we asked them to remove. At the current pricing \$31.40 per ton, they will be removing 1,500 dry tons of sludge from the old pit and 3,277 from the current lagoon. Through Pohlkat was not the lowest bidder for the three year contract, they were chosen to do the project for several reasons as stated by Mr. Freisthler. It was for the reasons stated the City decided to stay with Pohlkat, Inc. as they have always hauled the sludge in a timely manner to the satisfaction of the City, the farmers, and the site neighbors. The contract will begin on June 20, 2013 and run through December 31, 2015, stated Mr. Freisthler

Public Comment

No one came forward to speak for or against Resolution No. R-86-13.

Moved by Commissioner Terry, seconded by Commissioner Wilson, that Resolution No. R-86-13 be adopted. Roll call, Aye: Fess, Wilson, Vogt. and Terry. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-86-13 adopted.

RES. NO. R-87-13

A Resolution authorizing a purchase order to Southeastern Equipment Company, Inc. for the purchase of a backhoe for the Public Works Department

Brian Brookhart, Assistant Public Works Director provided information regarding the purchase of the new backhoe. The new backhoe will be used to do base repairs, Parks projects, and assist in the operation at the compost facility. The previous backhoe was traded towards the purchase of a new leaf machine. The backhoe will be ordered right away and delivery is expected within 30-90 days, stated Mr. Brookhart.

Public Comment

No one came forward to speak for or against Resolution No. R-87-13.

Moved by Commissioner Wilson, seconded by Commissioner Terry, that Resolution No. R-87-13 be adopted. Roll call, Aye: Fess, Wilson, Vogt, and Terry. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-87-13 adopted.

RES. NO. R-88-13

A Resolution fixing the time and place for a Public Hearing on the proposed City Tax Budget for Miami County for the Calendar Year 2014 and Draft Appropriation Ordinance.

City Manager Gary Huff explained Charter Section 49 requires the submission of the draft of an appropriation ordinance based upon the said budget. This resolution sets the Public Hearing on the proposed City Tax Budget for Miami County for the year 2014. The Public Hearing shall be held at the next regular City Commission Meeting on June 18, 2013 at 7:30 P.M. in the Commission Chambers at the Municipal Government Complex.

Public Comment

No one came forward to speak for or against Resolution No. R-88-13.

Moved by Commissioner Wilson, seconded by Commissioner Terry, to approve Resolution No. R-88-13. Roll call, Aye: Wilson, Vogt, Terry, and Fess. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-88-13 adopted.

RES. NO. R-89-13

A Resolution requesting authorization to enter into an agreement with Strand Associates, Inc. for the site selection, design, permitting, and construction engineering for a new 1.0 million gallon elevated water storage tower

Water Plant Superintendent, Don Freisthler stated currently there are two 250,000 gallon storage towers in the central pressure zone. These were built in 1951 and were designed for the needs at that time. This was prior to Piqua's growth and need to develop the three pressure zones.

Kris Ruggles of Strand Associates, Inc. came forward and provided additional information regarding the specifications for the new water tower at this time.

There was discussion concerning the number of gallons that would be stored in the water tower, the painting/branding that would be done on the new tower, the type of tower that will be installed, and the reason for the location.

Public Comment

No one came forward to speak for or against Resolution No. R-89-13.

Moved by Commissioner Terry, seconded by Commissioner Wilson, that Resolution No. R-89-13 be adopted. Roll call, Aye: Vogt, Terry, Fess, and Wilson. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-89-13 adopted.

RES. NO. R-90-13

A Resolution awarding a contract for the purchase of a refuse packer truck for the Sanitation Department

Amy Welker, Director of Health & Sanitation explained the Sanitation Department utilizes a fleet of trucks to perform the daily functions of the department. This is a routine replacement of the oldest truck in the fleet at this time, which is a 2000 International 4900 truck, and McNeilus packer body that has over 100,000 miles on it. Trucks usually last between twelve and fifteen years. Bid requests were sent out in January of 2013, and eleven competitive bids were received, with Stoops Freightliner coming in as the lowest responsible bidder at a cost of \$125,586.

Public Comment

No one came forward to speak for or against Resolution No. R-90-13

Moved by Commissioner Wilson, seconded by Commissioner Terry, that Resolution No. R-90-13 be adopted. Roll call, Aye: Terry, Fess, Wilson, and Vogt. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-90-13 adopted.

RES. NO. R-91-13

A Resolution awarding a contract to HD Supply Power Solutions for the purchase of material for the Power System

Nick Berger, Assistant Power System Director, stated on July 17, 2012 the Piqua City Commission approved Resolution No. R-106-12 which allowed the power system to acquire the services of Power System Engineering, Inc. (PSE) to perform an assessment of the transmission line between

substation 4 & 5. The assessment resulted in the need to replace thirty-two (32) main-line poles. On March 5, 2013, the City Commission approved Resolution R-30-13 awarding a contract to Bridgewell resources for the purchase of thirty-two steel transmission poles. On May 7, 2013 the City Commission approved Resolution R-71-13 acquiring the services of P & G Power as the contractor for the city to replace the thirty-two poles. On May 17, 2013 the Power System received bids from four different vendors to supply the additional material for the pole replacements. HD Supply Power Solutions provided the lowest and best bid and 10% was added for contingencies to allow for any unforeseen expenses.

Public Comment

No one came forward to speak for or against Resolution No. R-91-13.

Moved by Commissioner Vogt, seconded by Commissioner Terry, that Resolution No. R-91-13 be adopted. Roll call, Aye: Fess, Wilson, Vogt, and Terry. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-91-13 adopted.

RES. NO. R-92-13

A Resolution authorizing a purchase order to Horton Emergency Vehicles Company for the purchase of a Medic for the Fire Department

Fire Chief Mike Rindler provided information regarding the purchase of the new Medic stating the Fire Department attempted to save money on a lesser duty chassis/box (Medic 9) in 2007. But unfortunately the lesser duty chassis has not been able to handle the harsh work load for the call volume that the Piqua Fire Department experiences. Medic 9 has been out of service for a total of 31 days in the last 12 months for various mechanical break downs. Due to the aging fleet they are experiencing an increase in vehicle maintenance. With the purchase of this medic it will help to reduce the vehicle maintenance expenditures for 2013, stated Chief Rindler.

Several questions were raised concerning the trade-in value, and the reason for the large number of breakdowns. Chief Rindler answered all questions.

Public Comment

No one came forward to speak for or against Resolution No. R-92-13

Moved by Commissioner Terry, seconded by Commissioner Wilson, that Resolution No. R-92-13 be adopted. Roll call, Aye: Fess, Wilson, Vogt, and Terry. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-92-13 adopted.

RES. NO. R-93-13

A Resolution authorizing the Law Director to petition the Board of County Commissioners of Miami County, Ohio for a change in the boundary lines of Washington Township

Chris Schmiesing, City Planner explained this resolution will authorize the filing of a petition to change the boundaries of Washington Township upon annexation of the City of Piqua and State of Ohio properties located near State Route 66 and Hardin Road. The annexation agreement executed between the City of Piqua and Washington Township requires those areas of Washington Township annexed into the municipal corporation limits to be excluded from the township boundaries, and the petition must be filed with the Miami County Board of Commissioners.

Public Comment

No one came forward to speak for or against Resolution No. R-93-13

Moved by Commissioner Wilson, seconded by Commissioner Terry, that Resolution No. R-93-13 be adopted. Roll call, Aye: Wilson, Vogt, Terry, and Fess. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-93-13 adopted

RES. NO. R-94-13

A Resolution authorizing the execution of a loan agreement with Vestco, Ltd, in the amount of \$30,00 William Lutz, Development Program Manager explained in 2009 the City of Piqua received a \$90,000 grant from the United State Department of Agricultural to establish a revolving loan fund for economic development purposes. The Development Department received a request from Vestco, Ltd, a small business that provides home based skilled and non-skilled home health care for clients. The business has two existing locations in Montgomery County and is looking to open a new office in the northern Miami Valley area and have chosen Piqua. The company has a contract to purchase the property located at 423 N. Wayne Street, and funds from this loan will be used to rehabilitate the property in order to meet the needs of the business. The business pledges to create two jobs, which is a requirement for the loan program, stated Mr. Lutz. The loan will be for seven years at a three percent interest rate and will be secured by a mortgage on the property.

Public Comment

No one came forward to speak for or against Resolution No. R-94-13

Moved by Commissioner Terry, seconded by Commissioner Wilson, that Resolution No. R-94-13 be adopted. Roll call, Aye: Vogt, Terry, Fess, and Wilson. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-94-13 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.

Jim Hemmert, Boone Street, Chairperson of the Active Living Committee came forward providing information on various events that will be coming up. They include: Pack the Path; the Bike Mob Ride held the second Saturday of every month; Mainstreet Piqua Cash Mob; and on Oct, 19th, the Groovy Gourd Bike Ride.

Mayor Fess stated she was pleased to see the wonderful group of citizens representing Piqua at the Cycling Summit in Springfield recently.

City Manager's Report

City Manager Huff announced Mainstreet Piqua will be hosting the Brown Bag Lunch Series beginning Thursday June 6, June 13, June 20, and June 27, 2013 in front of the Municipal Government Complex and invited citizens to come and enjoy the food and entertainment from 11:45 – 1:00 p.m.

City Manager Huff announced the Site Technical Assistance for Municipal Projects Team (STAMP) for the National Brownfield Association will be in Piqua on June 5th and 6th to assess the local Brownfield areas.

City Manager Huff announced the City Commission will hold a Work Session on Thursday June 13, at 7:30 P.M.

Commissioners Comment

Commissioner Wilson congratulated all of the city employees on their years of service to City of Piqua and the citizens. Commissioner Wilson also congratulated the three I Love Piqua Video Winners, further stating he is glad to see the young people getting involved with the community.

Commissioner Wilson announced the Bike Mob will take place on Saturday, June 8th at 10:30 A.M meeting at Lock 9 Park.

Commissioner Terry congratulated the city employees on their retirement, and also congratulated the I Love Piqua Video winners.

Commissioner Terry congratulated Robby Bloom on obtaining his Eagle Scout Award recently.

Mayor Fess stated Robby Bloom did an outstanding job on the Heritage Green Park for his Eagle Scout project.

Commissioner Vogt congratulated all of the city employees on their retirement.

Commissioner Vogt thanked all who expressed their condolences in the passing of his wife Patty, further stating Piqua is a great place to live.

Mayor Fess stated the BMX Park on Covington Avenue will be opening soon. There are a lot of exciting things happening in the City of Piqua, and encouraged citizens to participate.

Mayor Fess asked that citizens keep Commissioner Vogt and Commissioner Martin in their thoughts and prayers in the loss of their loved ones.

Moved by Commissioner Vogt, seconded by Commissioner Terry, to adjourn from the Regular Piqua City Commission Meeting at 8:45 P.M. Voice vote, Aye: Terry, Wilson, Fess, and Vogt. Nay: None. Motion carried unanimously.

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

RESOLUTION NO. R-95-13

**A RESOLUTION ACCEPTING THE RESIGNATION
OF CHERYL BURKHARDT AS A MEMBER
OF THE PARK BOARD**

WHEREAS, Cheryl Burkhardt was appointed to the Park Board on March 15, 2011 by Resolution No. R-43-11; and

WHEREAS, Cheryl Burkhardt resigned on June 4, 2013 from the Park Board.

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 Cheryl Burkhardt as a member of the Park Board.

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. 9-13

**AN ORDINANCE AMENDING CHAPTER 96
(TREES) OF THE PIQUA MUNICIPAL CODE**

WHEREAS, the City of Piqua Municipal Code has had laws and procedures dealing with planting and the maintenance of trees within the right of way; and

WHEREAS, the City has redefined new standards consistent with the best practices of Arboriculture; and

WHEREAS, the City of Piqua will enforce these practices to continue to enrich the City's urban forest; and

WHEREAS, the proposed amendments will renew and advance this ordinance into a contemporary document to ensure a sustained partnership with the City and its future tree canopy.

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

SECTION 1. That the City of Piqua hereby amends Chapter 96 Trees of the Piqua Municipal Code as set forth below: (added language is indicated by the underline)

§ 90.01 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply, unless the context clearly indicates or requires a different meaning.

For the purpose of this chapter, the following definitions shall apply, unless the context clearly indicates or requires a different meaning:

ARBORIST. A person qualified in the planting, maintenance, protection, control and removal of trees.

PUBLIC AREA. Parks, playgrounds, or other property owned, leased, or controlled by the city and street, alley, sidewalk, or other public rights-of-way.

SHRUB. A low, usually several-stemmed, woody plant.

TREE. A woody perennial plant having a single, usually elongated main stem generally with few or no branches on its lower part.

TREE COMMITTEE. The committee set up by the City Commission and whose organization is described in Ordinance No. 11-76 and in §§ 32.075 through 32.077 of this code.

TREE LAWN. That part of the roadway right-of-way laying between the property line and that portion of the roadway used for vehicular traffic.

TREE TOPPING. The removal and/or disfigurement of a tree's normal canopy as a result of cutting back large limbs within the tree's crown.

§ 96.02 ENFORCING AUTHORITY.

(A) The City Engineer or his or her duly authorized representative shall be charged with enforcement of this chapter.

(B) An arborist shall be retained by the city to serve as an advisor to the City Engineer concerning problems related to tree selection and care, diseases of trees, tree adaptability and other related problems.

(C) The Tree Committee shall be advised of all actions concerning trees in a monthly report and shall review and act upon all recommendations presented by the City Engineer concerning tree removal or special planting programs.

§ 96.03 PLANTING TREES WITHIN CITY.

(A) No permits are required to plant trees in accordance with this chapter, however, no trees shall be planted within any public right-of-way without written permission from the City Engineer.

(B) All trees and shrubs hereafter planted in any public area in the city shall conform as to species and to the street tree plan designated Exhibit A, which is made part of this chapter and copies of which are on file in the offices of the City Clerk and the City Engineer.

(C) (1) It shall be unlawful to plant within the city the trees listed in Exhibit A, Part 2, Section D; "Recommended Trees for Planting in the City" a copy of which is on file at the municipal offices, without the written approval of the City Engineer.

(2) It shall be unlawful to plant within the city the trees listed in § 91.37

§ 96.04 REMOVAL.

(A) The City Engineer, or his or her duly authorized representative, may cause to be trimmed or pruned any trees, shrubs, plants or vegetation in a tree lawn or public area.

(B) The City Engineer, after approval by the Tree Committee, may cause to be removed any trees, shrubs, plants or vegetation in a tree lawn or public area.

(C) The property owner is responsible for the maintenance and care of trees, shrubs, plants or vegetation on the tree lawn abutting the property.

(D) The failure to comply with division (C) above, after 30-days notice by the city, shall be deemed a violation of this chapter.

(E) All trees shall be removed to a depth of four inches below existing ground.

(F) All trees, shrubs, plants or vegetative plantings located or to be located in any public area hereafter planted, trimmed, or removed, shall conform to the City of Piqua's Standards of Practice, hereby adopted by reference, and may from time to time be revised by the Tree Committee as accepted plantings and practices change; current copies of which are on file in the offices of the City Clerk and the City Engineer.

§ 96.05 DANGEROUS TREES.

(A) Any trees, shrubs, plants or vegetation growing in a public area or in private property, which are endangering, or which in any way may endanger, the security or usefulness of any public street, sidewalk or utility, as determined by the City Engineer, are declared to be a public nuisance and the city may remove or trim, or may require the property owner to remove or trim, the trees, shrubs, plants or vegetation.

(B) Failure to remedy the danger after 30-days notice by the city shall be deemed a violation of this chapter and the City Engineer, with approval of the Tree Committee, may remove or trim the trees, shrubs, plants or vegetation and assess the costs against the property.

§ 96.06 APPEALS.

(A) Appeals from orders made hereunder may be made by filing written notice thereof with the Tree Committee. The appeal request will be sent to the City Engineer.

(B) The Tree Committee shall review the appeal and hear evidence from the property owner and the city and render a decision within thirty (30) days of the hearing.

(C) If either side is not satisfied with the decision of the Tree Committee, they may appeal in writing to the City Commission, who shall hear evidence and render a decision.

§ 96.07 DAMAGE TO TREES.

It shall be a violation of this chapter to do any of the following.

(A) Abuse, destroy, top or mutilate any tree, shrub or plant in a public area.

(B) Attach or place any rope or wire (other than one used to support a young or broken tree), sign, poster, handbill or other things to or on any tree growing in a public area.

(C) Cause or permit any wire charged with electricity to come in contact with any tree in a public area.

(D) Allow any gaseous, liquid or solid substance which is harmful to trees to come in contact with their roots or leaves.

SECTION 2. All other sections of Chapter 96 of the Piqua Municipal Code not amended herein shall remain in effect as is.

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____

REBECCA J. COOL
CITY COMMISSION CLERK



Commission Agenda Staff Report

MEETING DATE	June 18, 2013		
REPORT TITLE (Should match resolution/ordinance title)	An Ordinance amending Chapter 96 Trees of the Piqua Municipal Code		
SUBMITTED BY	Name & Title: Bob Graeser, Project Manager		
	Department: Engineering		
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 checked="" type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> Department Director		<input type="checkbox"/> Other:
BACKGROUND (Includes description, background, and justification)	The original tree ordinance was passed in 1978 and has become outdated and is in need of updates. The amendments to the ordinance are as a result of working with the Tree Committee and reflect implementing the best standards of Arboriculture practice within the public right-of-way and in public places.		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$0	
	Expenditure \$:	\$0	
	Source of Funds:		
	Narrative	There will be no financial impact to change the ordinance.	
OPTIONS (Include Deny /Approval Option)	1.	Approve the ordinance to amend Chapter 96 Trees, as submitted.	
	2.	Do not approve the ordinance and keep the current Tree Ordinance in effect.	
PROJECT TIMELINE	This has no time line restraints.		
STAFF RECOMMENDATION	Approve the ordinance to allow for best practice standards to be implemented to better control unwanted trees within the right-of-ways and public areas.		
ATTACHMENTS	Exhibit A		

EXHIBIT A

(Part 1)

CITY OF PIQUA, OHIO STANDARDS OF PRACTICE

Planting, Maintenance, Protection, Control and Removal of Trees

I. POLICY

- A. The Standards of Practice shall be adhered to at all times, but may be amended by the City Engineer with the approval of the Tree Committee at anytime that experience, new research, or laws indicate, or whenever circumstances make it advisable.
- B. The City shall cooperate with the public and property owners.
- C. The City list of recommended trees for planting shall be used as a guide and can be changed, deleted from, or added to as new technology and information becomes available or as situations change. Changes shall be approved by the Tree Committee.

II. PLANTING

A. Size

- 1. Trees shall conform to the American Association of Nurseryman Standards unless otherwise specified herein or by the City.
- 2. Medium and large tree species shall be at least 1¼" inches in diameter, six (6) inches above ground level, and be at least eight (8) feet in height when planted.
- 3. Small tree species shall be at least five (5) feet in height and have six (6) or more branches.

B. Grade

- 1. All trees shall have straight trunks, well-developed leaders and tops, and good root characteristics.
- 2. All trees shall be free of insects, disease, mechanical injury, and other objectionable features.

C. Location and Spacing

1. No small size tree as defined in Exhibit A (Part 2) Section VI (A) shall be planted in a tree lawn less than four (4) feet in width, unless the City Engineer so authorizes.
2. No medium size tree shall as defined in Exhibit A (Part 2) Section VI (B) be planted in a tree lawn less than six (6) feet in width nor within twenty (20) feet of an overhead utility wire.
3. No large size tree as defined in Exhibit A (Part 2) Section VI (C) shall be planted in a tree lawn less than-eight (8) feet in width nor within twenty (20) feet of an overhead utility wire.
4. In tree lawns less than four (4) feet in width or where overhead lines, utilities or building setbacks are special problems, the site and species shall be subject to the City Engineer's approval.
5. No trees shall be planted within thirty (30) feet of a stop sign or intersection on a local street, within fifty (50) feet of a stop sign or intersection on a collector or arterial street, within fifteen (15) feet of an alley, or within ten (10) feet of a utility pole, pedestal, fire hydrant, or underground utility conduit; said distances being as measured from the nearest edge of the tree to the object referenced.
6. Generally, large trees shall be planted with a minimum separation of forty (40) feet center to center, medium trees a minimum separation of thirty (30) feet on center and small trees a minimum separation of twenty (20) feet on center unless local conditions or tree characteristics dictate otherwise, as determined by the City Engineer
7. Tree planting in areas where the street and sidewalk are unimproved shall be located so that improvements shall not require the removal of or result in the destruction of the tree.
8. Tree plantings shall be more or less centered in the available tree lawn width, with the species selected and situated so that the nearest edge of the matured tree will not be nearer than two (2) feet to the back of the curb line, nearest edge of pavement, or the public sidewalk.

D. Methods of Planting and Support

1. Roots of bare-rooted trees shall be protected against drying out.
2. All coniferous trees shall be balled and burlapped when moved. They shall be protected against drying out or freezing.
3. Pits dug for planting shall be twelve (12) inches larger than the diameter of the root system ball of soil.

4. Consideration shall be given to artificial drainage in poorly drained soil.
5. Acceptable soil mixture shall be used for backfilling and the entire area saturated with water after planting.
6. Trees shall be suitably guyed and wrapped according to accepted arboricultural practices. Guys shall not be a hinderance to public safety.

III. EARLY MAINTENANCE

- A. A thorough watering each five (5) to ten (10) days depending on conditions should be provided for each tree.
- B. Nutrients should be available after growth starts.
- C. Frequent and thorough inspections should be made for disease and insects. Controls used for disease or insects should be safe and effective.
- D. Pruning
 1. Pruning shall be practiced as necessary to assure sturdy crotch development.
 2. Tree heads shall be raised as growth characteristics dictate. Lower branches should eventually be removed to a height of at least seven (7) feet unless lower branches can be justified.

IV. GENERAL MAINTENANCE

- A. Pruning and Removal
 1. Topping or dehorning of other trees is not permitted without written consent of the City Engineer.
 2. All trees over the public right-of-way shall be pruned to maintain a minimum vertical clearance of twenty (20) feet from the roadway surface, and a minimum vertical clearance of ten (10) feet from the public sidewalk surface. Pruning cuts shall be made with a saw or pruner and only at nodes or crotches. No stubs shall be left. No spurs or climbing irons shall be used.
 3. All dead, crossed, or rubbing branches shall be removed.
 4. Tools used on trees suspected of being infected with contagious disease shall be disinfected after each cut and between trees.
 5. Stumps of all trees removed in the public area shall be removed at least four inches below ground level.

V. SPRAYING

- A. Precautions shall be taken to protect and warn the public that spraying is being done.
- B. Spraying shall be done only for control of specific diseases or insects and shall conform to State and Federal regulations.

**EXHIBIT A
(Part 2)**

VI. RECOMMENDED TREES FOR PLANTING IN CITY

- A. Small trees less than 25 feet in height.
 - 1. Hedge Maple (*Acer campestre*) – usually pest free; needs little maintenance; excellent in dry locations; tolerates exhaust fumes.
 - 2. Trident Maple (*Acer buergerianum*) – readily transplanted; drought resistant.
 - 3. Tatarian Maple (*Acer tataricum*) – good, small tree for street use; tolerates city conditions; slow growing; drought tolerant.
 - 4. Lavelle Hawthorn (*Crataegus lavellei*) – no major pest problems; can endure soot and grime; adaptable to soil conditions.
 - 5. Washington Hawthorn (*Crataegus phaenopyrum*) – easily transplanted; fairly free of pests; best hawthorn for city.
 - 6. Winter King Hawthorn (*Crataegus virdis*) – good landscape tree; used in medium loam or heavy soils.
 - 7. Pauls Scarlet Hawthorn (*Crataegus oxycantha pauli*) – needs spray to control aphids and fire blight.
 - 8. American Hornbeam (*Carpinus caroliniana*) – slow growth rate; deep rooted; difficult to transplant; grows well in shade.
 - 9. Golden-rain Tree (*Koelreuteria paniculata*) – week woodded; tolerates polluted air; withstands heat and drought.

10. Callery Pear (*Pyrus calleryana*) – low maintenance; drought resistant; moderate growth rate.
11. Autumn Brilliance Serviceberry (*Amelanchier grandiflora*).
12. Japanese Tree Lilac (*Syringa reticulata*).
13. Thornless Hawthorn (*Crataegus crusgalli* var. *inermis*).
14. Flowering Crabapple (*Malus*)– hardy; scab resistant; adapts to soil. The following crabapple trees are resistant to apple scab and fire blight:

American Beauty	Coral Burst	Golden Hornet
Kilbele	Liset	Mary Potter
Red Jewel	Red Splendor	Royal Ruby
	White Angel	Winter Gold
Zumi Calocarpa		

- B. Medium trees between 25 and 60 feet in height and suitable for tree lawns over 4 feet in width and for planting more than 20 feet from utility wires.
1. Norway Maple (*Acer platanoides*) – good street tree; shallow root system; hard to grow grass under.
 2. Columnar Maple (*Acer platanoides columnare*) – tolerates city conditions; shallow root system; few serious diseases or insect pests.
 3. Erect Norway Maple (*Acer platanoides erectum*) – needs little care; withstands city conditions; few serious diseases or pests.
 4. Callery Pear (*Pyrus calleryana*) – low maintenance; drought resistant; moderate growth rate.
 5. Ruby Horsechestnut (*Carpinus betulus*) – slow growing; resistant to pests and diseases; rarely needs pruned.
 6. European Hornbeam (*Carpinus betulus*) – slow growing; resistant to pests and diseases; rarely needs pruned.
 7. Yellowwood (*Cladrastis lutea*) – tolerates almost any soil; deep rooted; tolerates drought; bleeds profusely so trim in early summer.

8. Amur Cork Tree (*Phellodendron amurense*) – pest free; drought resistant; low maintenance; good street tree.
9. Columnar Sargent Cherry (*Prunus sargentii columnare*) – hardiest of all cherries; low maintenance.
10. Willow Oak (*Quercus phellos*) – good, clean tree; tolerates moist soil; requires acid soil; shallow rooted.
11. Japanese Pagoda Tree or Chinese Scholar Tree (*Sophora japonico*) – tolerates dry soil; withstands city conditions; requires ample room.
12. Crimean Linden (*Tilia euchlora*) – very hardy; moderate growth rate.
13. Red Maple (*Acer rubrum*) – good street tree; withstands moist soils; good in parks.
14. Winter King Hawthorn (*Crataegus viridis*).

C. Large trees over 60 feet tall when mature in height. These trees should have a planting width of 8 feet or more and should not be planted with wires overhead.

1. Ginkgo (*Ginkgo biloba*) – no pests; slow growing; thrives under city conditions; plant male trees only..
2. Red Oak (*Quercus borealis*) – withstands city conditions; needs plenty of room.
3. Pin Oak (*Quercus palustris*) – fast growing; transplants easily; requires regular pruning; needs acid soil.
4. Pyramidal English Oak (*Quercus robur fastigata*) – free from serious pest problems; tolerates adverse soil conditions; fast growing.
5. Littleleaf Linden (*Tilia cordata*) – does well in city; low maintenance; cold tolerant; few diseases or insect pests.
6. Silver Linden (*Tilia tomentosa*) – withstands heat and drought; requires ample space; will not do well in dusty or sooty air.
7. Zelkova (*Zelkova serrata*) – tolerates drought; resists dutch elm disease; used as elm substitute.
8. Autumn Blaze Maple (*Acer freemanii*).

9. Swamp White Oak (*Quercus Sp.*).
10. Northern Red Oak (*Quercus rubra*).

D. Undesirable trees for planting in public areas for reasons including structural problems, insect infestation, disease susceptibility, early leaf drop, fruit litter, root problems for utilities, susceptible to wind damage.

Box elder (<i>Acer negundo</i>)	Silver Maple (<i>Acer saccharinum</i>)	Horsechestnut (<i>Aesculus hippocastanum</i>)
Catalpa (<i>Catalpa speciosa</i>)	Tulip Tree <i>Liriodendron</i> <i>Tulipifera</i>)	Apple
Mulberry (<i>Morus</i>)	Poplars (<i>Populus</i>)	Black Locust (<i>Robinia</i>)
Willows (<i>Salix</i>)		Siberian Elm (<i>Ulmus pumila</i>)
Tree-of-Heaven (<i>Ailanthus altissima</i>)	Buckeye (<i>Aesculus</i>)	Birch (<i>Betula</i>)
Fruit Trees	Maidenhair Tree (<i>Ginkgo biloba</i> Female)	Black Walnut (<i>Jugians nigra</i>)
Nut Trees	Conifers	Ash Trees (<i>Fraxinus</i>)

ORDINANCE NO. 7-13

AN ORDINANCE TO AUTHORIZE THE ANNEXATION OF CONTIGUOUS TERRITORY OWNED BY THE MUNICIPAL CORPORATION AND THE STATE

WHEREAS, the City of Piqua and State of Ohio own territory contiguous to the limits of the municipal corporation, as described by Exhibit 'A' and shown in Exhibit 'B', hereinafter referred to as the territory; and,

WHEREAS, the city of Piqua desires to annex the territory in anticipation of the construction of a new water treatment facility; and

WHEREAS, Ohio Revised Code §§ 709.13 through 709.21 provide the process for the annexation of municipal and state territory contiguous to the municipal corporation;

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: Pursuant to the process of annexation provided for by Ohio Revised Code §§ 709.13 through 709.21, this Commission hereby authorizes the annexation of the subject property.

SEC. 2: The City Manager shall execute the necessary annexation petition document.

SEC. 3: The Law Director shall prosecute the proceedings necessary to effect the annexation.

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

1st Reading 6-4-2013

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____

REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	June 4, 2013			
REPORT TITLE (Match resolution/ordinance title)	AN ORDINANCE TO AUTHORIZE THE ANNEXATION OF CONTIGUOUS TERRITORY OWNED BY THE MUNICIPAL CORPORATION AND THE STATE			
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 checked="" type="checkbox"/> Law Director	
	<input checked="" type="checkbox"/> Utilities Department Director		<input type="checkbox"/> Planning Commission	
BACKGROUND (Description, background, justification)	<p>This item is in accordance with the Ohio Revised Code annexation requirements for the annexation of municipally and state owned territory. Adoption of this Ordinance will authorize the filing of an annexation petition to annex City of Piqua and State of Ohio properties located near State Route 66 and Hardin Road.</p> <p>The subject properties owned by the City of Piqua will be the site of a new Water Treatment Plan slated to begin construction in 2014. They State of Ohio property included in this annexation represents that portion of the Johnston Farm tract that occupies a portion the Hardin Road and State Route 66 highway easement area. The Johnston Farm tract, less that portion in the roadway easement area, was previously annexed into the municipal corporation limits.</p>			
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted \$:	0		
	Expenditure \$:	400 +/-		
	Source of Funds:	Utilities Fund		
	Narrative:	There are filing fees and recording fees that will need to be satisfied to process and finalize this request.		
OPTIONS (Include deny /approval option)	1.	Adopt the ordinance to authorize the proposed annexation.		
	2.	Defeat the ordinance to deny the proposed annexation.		

PROJECT TIMELINE	See attached project schedule
STAFF RECOMMENDATION	Authorize the proposed annexation.
ATTACHMENTS	Ordinance (including legal description and map exhibits); Project Schedule

Exhibit 'A'

45.503 ACRES

Situated in the Township of Washington, County of Miami, State of Ohio; also being a part of Section 1, Town 8, Range 5 East and a part of Section 36, Town 9, Range 5 East and a part of Section 6, Town 6, Range 6 East; also being those lands as conveyed to City of Piqua as described in Official Record 225 Page 484 and Official Record 232 Pages 795 through 818 and a tract of land owned by the City of Piqua (the former Piqua Hydraulic Feeder Canal) and a portion of those lands within the rights-of-way of State Route 66 (right-of-way varies) and Hardin Road No. 110 (60' right-of-way) and Hardin Road Alternate (60' right-of-way) and a portion of those lands as conveyed to State of Ohio as described in Deed Book 426 Page 70; being more particularly described as follows:

Commencing at the northeast corner of Section 1, Town 8, Range 5 East, said point also being along the southerly line of Lot 1 of Northwood Hills Subdivision Section One as recorded in Plat Book 10 Page 13, said point also being along the northerly line of a 2.6768 acre tract as conveyed to Carl D. & Michele L. Hutcherson as described in Official Record 45 Page 453; thence,

Along the division line between Section 1, Town 8, Range 5 East and Section 36, Town 9, Range 5 East, also being along the southerly lines of said Lot 1 and then along the southerly line of Lot 21 and then along a portion of the southerly line of Lot 22 of Northwood Hills Subdivision Section 2 as recorded in Plat Book 10 Page 95, also being along a portion of the northerly line of said 2.6768 acre tract, ***North 89° 40' 39" West for a distance of 367.17'*** to a point, said point being the northwesterly corner of said 2.6768 acre tract, said point also being the **TRUE POINT OF BEGINNING**, and from said beginning point running thence,

Along the westerly line of said 2.6768 acre tract, ***South 0° 03' 26" East, for a distance of 223.26'*** to the southwest corner of said 2.6768 acre tract; thence,

Along the southerly line of said 2.6768 acre tract, ***North 89° 56' 34" East, for a distance of 471.26'*** to a point along the centerline of Hardin Road No. 110 (60' right-of-way); thence,

Along the centerline of Hardin Road No. 110, ***North 30° 02' 53" East, for a distance of 74.47'*** to a point; thence,

Along the centerline of Hardin Road No. 110, ***North 14° 34' 50" East, for a distance of 160.40'*** to a point along the northerly line of Section 6, Township 6, Range 6 East; thence,

Along the northerly line of said Section 6, ***South 89° 40' 39" East, for a distance of 30.95'*** to a point along the easterly line of Hardin Road No. 110, said point also being along the division line between the City of Piqua and Washington Township; thence the following 8 courses along the easterly right-of-way line of Hardin Road No. 110 and the division line between the City of Piqua and Washington Township,

South 14° 34' 50" West, for a distance of 172.10' to a point; thence,

South 30° 02' 53" West, for a distance of 828.21' to a point; thence,

South 33° 23' 13" West, for a distance of 310.44' to a point; thence,

South 31° 28' 33" West, for a distance of 167.15' to a point; thence,

South 18° 18' 04" West, for a distance of 313.51' to a point; thence,

Exhibit 'A'

Along a curve to the left, said curve being non-tangent to the previous course, said curve having a *radius of 3407.75'*, *an arc length of 213.12'*, *a central angle of 3° 35' 00"*, and *a chord that bears South 16° 30' 34" West for a distance of 213.09'* to a point; thence,

South 15° 54' 28" East, for a distance of 48.21' to a point; thence,

South 10° 18' 16" West, for a distance of 207.00' to a point along the northerly right-of-way line of State Route No. 66 (right-of-way varies) and along the division line between the City of Piqua and Washington Township; thence,

Along the northerly right-of-way line of State Route No. 66, also being along the division line between the City of Piqua and Washington Township, *South 17° 21' 48" East, for a distance of 473.81'* to a point; thence,

Along the same, *South 24° 38' 18" East, for a distance of 111.95'* to a point along a southerly line of a 162.823 acre tract as conveyed to State of Ohio as described in Deed Book 426 Page 70; thence,

Along a portion of a southerly line of said 162.823 acre tract and then along the extension of said southerly line, *South 65° 28' 57" West, for a distance of 90.00'* to a point along the centerline of State Route No. 66; thence,

Along the centerline of State Route No. 66, also being along the division line between the City of Piqua and Washington Township starting at a distance of 549.67' from the beginning of this course, *North 24° 38' 18" West, for a distance of 2243.10'* to a point of curvature; thence,

Along the centerline of State Route No. 66, also being along the division line between the City of Piqua and Washington Township, following a curve to the left having a *radius of 5729.58'*, *an arc length of 789.87'*, *a central angle of 7° 53' 55"*, and *a chord that bears North 28° 35' 16" West for a distance of 789.24'* to a point at the intersection of the centerlines of State Route No. 66 and Hardin Road Alternate; thence,

Along the centerline of Hardin Road Alternate, *South 54° 09' 29" East, for a distance of 444.05'* to a point; thence,

Along the centerline of Hardin Road Alternate, *South 54° 11' 39" East, for a distance of 289.80'* to a point, said point being the southeasterly corner of a 1.026 acre tract as conveyed to Warren O. Price, Jr. & Marilyn J. Price, Trustees as described in Deed Book 729 Page 233; thence,

Along the easterly line of said 1.026 acre tract, *North 1° 09' 46" West, for a distance of 334.79'* to a point along the southerly line of a 25.078 acre tract as conveyed to John M. & Deborah Owsiniy as described in Official Record 284 Page 791, said point also being along the division line between Section 1, Town 8, Range 5 East and Section 36, Town 9, Range 5 East; thence,

Along a portion of the southerly line of said 25.0783 acre tract and then along a portion of the southerly line of Lot 22 of Northwood Hills Subdivision Section 2, also being along the division line between Section 1, Town 8, Range 5 East and Section 36, Town 9, Range 5 East, *South 89° 40' 39" East, for a distance of 937.26'* to the point of beginning containing 45.503 acres of land, more or less, of which 44.881 acres is in Section 1, Town 8, Range 5 East, 0.549 acres is in Section 6, Town 6, Range 6 East, and 0.073 acres is in Section 36, Town 9, Range 5 East; as determined by Michael L. Keller, Professional Surveyor, Ohio License No. 7978, based on a survey performed by Kleingers & Associates in June, 2011

Exhibit 'A'

and September, 2012, as filed in Miami County Recorder's Record of Plats Volume _____ Page _____.

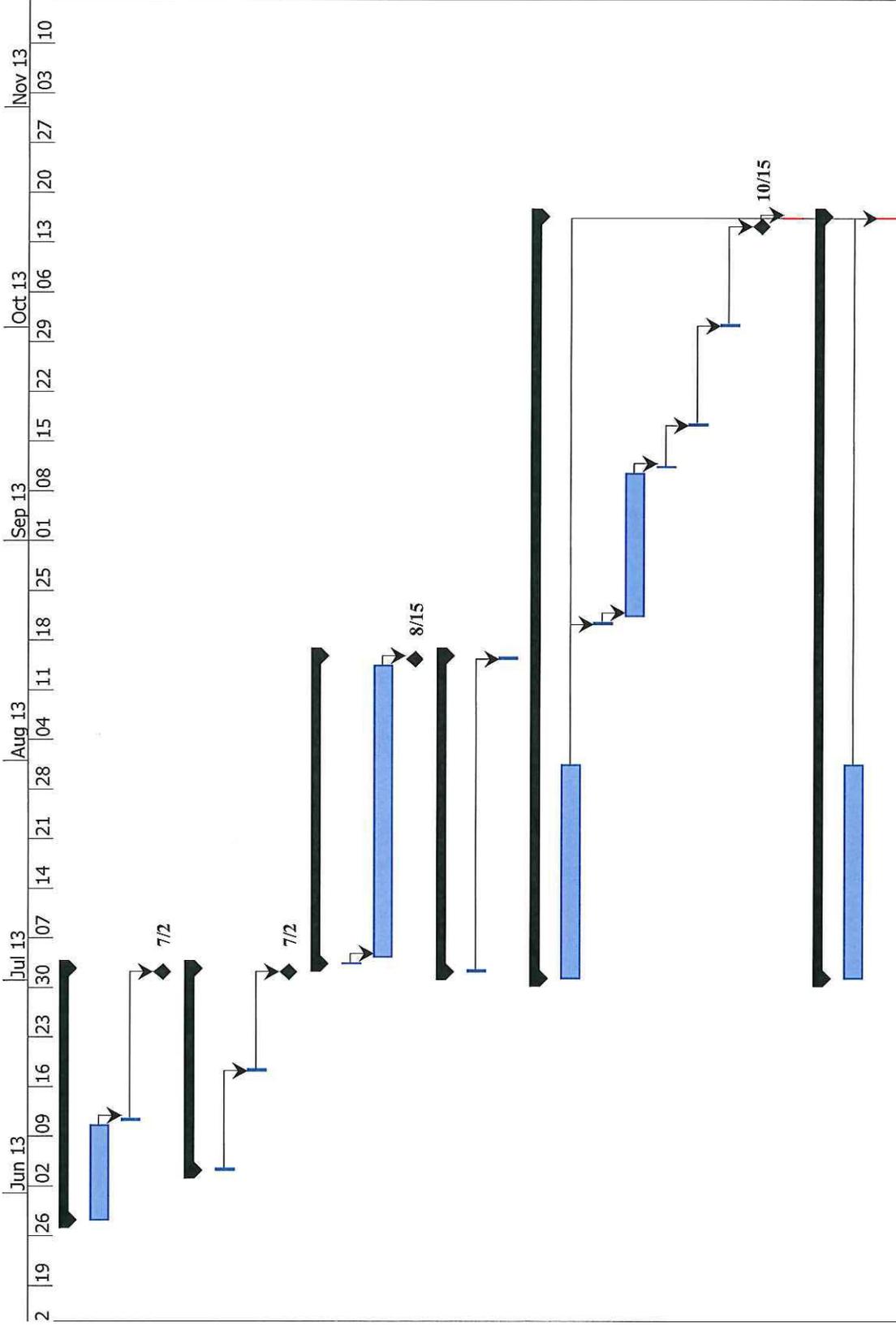
Basis of bearings for the above-described courses is the Ohio State Plane Coordinate System, Ohio South Zone (NAD83-2007) as determined by a VRS-GPS survey utilizing CORS station "SIDN" as maintained by the Ohio Department of Transportation and station "MIA 099".

Iron pins set are 5/8" diameter rebar, 30" in length, with plastic identifier caps stamped "Kleingers & Assoc".

Subject to any easements, restrictions, covenants, ordinances, or agreements of record.

Legal description prepared by Michael L. Keller, Professional Surveyor, Ohio License No. 7978

		Name	Duration	Start	Finish
1		<input checked="" type="checkbox"/> Zoning Designation	26 days	5/28/13 8:00 AM	7/2/13 5:00 PM
2		Public Hearing Advertisement Period	10 days	5/28/13 8:00 AM	6/10/13 5:00 PM
3		PC Public Hearing	1 day	6/11/13 8:00 AM	6/11/13 5:00 PM
4		CC Resolution	1 day	7/2/13 8:00 AM	7/2/13 5:00 PM
5		<input checked="" type="checkbox"/> Authorization to Annex	21 days	6/4/13 8:00 AM	7/2/13 5:00 PM
6		CC 1st Reading Ordinance	1 day	6/4/13 8:00 AM	6/4/13 5:00 PM
7		CC 2nd Reading Ordinance	1 day	6/18/13 8:00 AM	6/18/13 5:00 PM
8		CC 3rd Reading Ordinance	1 day	7/2/13 8:00 AM	7/2/13 5:00 PM
9		<input checked="" type="checkbox"/> Annexation Proceedings	32 days	7/3/13 8:00 AM	8/15/13 5:00 PM
10		File petition with County Clerk	1 day	7/3/13 8:00 AM	7/3/13 5:00 PM
11		County Commission Action	30 days	7/4/13 8:00 AM	8/14/13 5:00 PM
12		Annexation Complete	1 day	8/15/13 8:00 AM	8/15/13 5:00 PM
13		<input checked="" type="checkbox"/> Township Exclusion Proceedings	33 days	7/2/13 8:00 AM	8/15/13 5:00 PM
14		CC Resolution	1 day	7/2/13 8:00 AM	7/2/13 5:00 PM
15		File with County Commission	1 day	8/15/13 8:00 AM	8/15/13 5:00 PM
16		<input checked="" type="checkbox"/> Right of Way Vacation Proceedings	78 days	7/1/13 8:00 AM	10/16/13 5:00 PM
17		Prepare Replat Survey	23 days	7/1/13 8:00 AM	7/31/13 5:00 PM
18		CC Declaration of Intent	1 day	8/20/13 8:00 AM	8/20/13 5:00 PM
19		Public Hearing Advertisement Period/Certified Mailing	15 days	8/21/13 8:00 AM	9/10/13 5:00 PM
20		PC Public Hearing	1 day	9/11/13 8:00 AM	9/11/13 5:00 PM
21		CC 1st Reading Ordinance	1 day	9/17/13 8:00 AM	9/17/13 5:00 PM
22		CC 2nd Reading Ordinance	1 day	10/1/13 8:00 AM	10/1/13 5:00 PM
23		CC 3rd Reading Ordinance	1 day	10/15/13 8:00 AM	10/15/13 5:00 PM
24		Record Vaction Plat	1 day	10/16/13 8:00 AM	10/16/13 5:00 PM
25		<input checked="" type="checkbox"/> Replat Property	78 days	7/1/13 8:00 AM	10/16/13 5:00 PM
26		Prepare Replat Survey	23 days	7/1/13 8:00 AM	7/31/13 5:00 PM
27		Record Replat Survey	1 day	10/16/13 8:00 AM	10/16/13 5:00 PM



ORDINANCE NO. 8-13

**AN ORDINANCE ENACTING AND ADOPTING A
SUPPLEMENT TO THE CODE OF ORDINANCES
FOR THE CITY OF PIQUA**

WHEREAS, American Legal Publishing Corporation of Cincinnati, Ohio, has completed the 2012 supplement to the Code of Ordinances of the City of Piqua, which supplement contains all ordinances of a general and permanent nature enacted since the prior supplement to the Code of Ordinances of this City of Piqua; and

WHEREAS, American Legal Publishing Corporation has recommended the revision or addition of certain sections of the Code of Ordinances which are based on or make reference to the Ohio Code; and

WHEREAS, it is the intent of the Piqua City Commission to accept these updated sections in accordance with the changes of the law of the State of Ohio; and

WHEREAS, it is necessary to provide for the usual daily operation of the City of Piqua and for the immediate preservation of the public peace, health, safety and general welfare of the City of Piqua that this ordinance take effect at an early date.

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: That the 2012 supplement to the Code of Ordinances of the City of Piqua as submitted by American Legal Publishing Corporation of Cincinnati, Ohio, is hereby adopted by reference as is set out in its entirety.

SEC. 2: Such supplement shall be deemed published as of the day of its adoption and approval by the Piqua City Commission and the Clerk of Commission is hereby authorized and ordered to insert such supplement into the copy of the Code of Ordinances kept on file in the Office of the Clerk of Commission.

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

LUCINDA L. FESS, MAYOR

1st Reading 6-4-2013

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

**PUBLIC HEARING
RESOLUTION NO. R-96-13**

**A RESOLUTION ACCEPTING FOR STATUTORY
PURPOSES A BUDGET FOR THE
CALENDAR YEAR 2014**

WHEREAS, Section 5705.28 of the Revised Code requires that this Commission adopt a tax budget for the next succeeding fiscal year; and

WHEREAS, said tax budget, identified as the "2014 County Tax Budget" and incorporated by reference herein, has been presented to this 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: The 2014 County Tax Budget for the City of Piqua, Ohio is hereby accepted as current for all statutory purposes;

SEC. 2: Pursuant to Charter Section 49, receipt of the 2014 draft appropriation ordinance is hereby acknowledged;

SEC. 3: The Clerk of this Commission is hereby authorized and directed to certify a true copy of this Resolution and of the 2014 County Tax Budget to the Miami County Budget Commission;

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	June 18, 2013		
REPORT TITLE (Should match resolution/ordinance title)	A Resolution Accepting for Statutory Purposes a Budget for the Calendar Year 2014.		
SUBMITTED BY	Name & Title: Cynthia A. Holtzapple, Asst. City Manager & Finance Director		
	Department: Finance		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input checked="" type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input type="checkbox"/> Department Director;		<input type="checkbox"/> Other:
BACKGROUND (Includes description, background, and justification)	We are required to file and approved Resolution and County Tax Budget with our Miami County Budget Commission on or before July 20, 2013. We must first have the Resolution approved by our City Commission with advertising and public hearing being properly conducted.		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:		
	Expenditure \$:		
	Source of Funds:	Annual Budget	
	Narrative:	See attached letter for detail.	
OPTIONS (Include Deny /Approval Option)	1.	Approved Resolution as proposed.	
	2.	Approve Resolution with changes being made to the amounts proposed.	
	3.	Reject Resolution and advise staff of how to proceed.	
	4.		
PROJECT TIMELINE	Need to file approved Resolution with Miami County by July 20, 2013		
STAFF RECOMMENDATION	Approve Resolution as proposed.		
ATTACHMENTS	1.Tax Budget dated June 13, 2013. 2.Draft Ordinance to make Appropriations for The City of Piqua for the calendar year 2014		

CITY OF PIQUA, OHIO
2014 COUNTY TAX BUDGET

SUMMARY

		ACTUAL 2011	ACTUAL 2012	ESTIMATED 2013	PROPOSED 2014
<u>OPERATING FUNDS</u>					
TOTAL GENERAL FUND	Total Sources Available	\$ 29,001,182	\$ 30,429,589	\$ 30,998,392	\$ 29,592,794
	Total Expenses	<u>20,869,009</u>	<u>21,558,442</u>	<u>23,341,350</u>	<u>23,813,233</u>
	Balance as of 12/31	\$ 8,132,173	\$ 8,871,147	\$ 7,657,042	\$ 5,779,561
TOTAL ENTERPRISE FUNDS	Total Sources Available	\$ 52,997,656	\$ 54,251,411	\$ 59,111,269	\$ 54,491,817
	Total Expenses	<u>36,043,097</u>	<u>39,740,804</u>	<u>47,283,114</u>	<u>44,085,705</u>
	Balance as of 12/31	\$ 16,954,559	\$ 14,510,607	\$ 11,828,155	\$ 10,406,112
TOTAL OPERATING FUNDS (GENERAL PLUS ENTERPRISE)	Total Sources Available	\$ 81,998,838	\$ 84,681,000	\$ 90,109,661	\$ 84,084,611
	Total Expenses	<u>56,912,106</u>	<u>61,299,246</u>	<u>70,624,464</u>	<u>67,898,938</u>
	Balance as of 12/31	\$ 25,086,732	\$ 23,381,754	\$ 19,485,197	\$ 16,185,673
+++++					
TOTAL SPECIAL REVENUE FUNDS	Total Sources Available	\$ 8,424,401	\$ 9,894,918	\$ 15,453,341	\$ 14,185,073
	Total Expenses	<u>4,198,695</u>	<u>4,028,824</u>	<u>10,675,515</u>	<u>10,616,531</u>
	Balance as of 12/31	\$ 4,225,706	\$ 5,866,094	\$ 4,777,826	\$ 3,568,542
TOTAL INTERNAL SERVICE FUNDS	Total Sources Available	\$ 6,996,371	\$ 4,312,766	\$ 4,205,246	\$ 3,937,936
	Total Expenses	<u>3,492,175</u>	<u>1,148,707</u>	<u>1,383,497</u>	<u>1,321,852</u>
	Balance as of 12/31	\$ 3,504,196	\$ 3,164,059	\$ 2,821,749	\$ 2,616,084
TOTAL FIDUCIARY FUNDS	Total Sources Available	\$ 159,178	\$ 160,394	\$ 235,491	\$ 234,507
	Total Expenses	<u>149,903</u>	<u>149,903</u>	<u>226,000</u>	<u>225,500</u>
	Balance as of 12/31	\$ 9,275	\$ 10,491	\$ 9,491	\$ 9,007
TOTAL CONSTRUCTION FUNDS	Total Sources Available	\$ 35	\$ 1	\$ 5	\$ 5
	Total Expenses	<u>35</u>	<u>1</u>	<u>5</u>	<u>5</u>
	Balance as of 12/31	\$ -	\$ -	\$ -	\$ -
SPECIAL ASSESSMENTS PROJECTS (700'S)	Total Sources Available	\$ 103,166	\$ 1,274	\$ 20,000	\$ 20,000
	Total Expenses	<u>103,166</u>	<u>1,274</u>	<u>20,000</u>	<u>20,000</u>
	Balance as of 12/31	\$ -	\$ -	\$ -	\$ -
TOTAL DEBT SERVICE FUNDS	Total Sources Available	\$ 2,210,571	\$ 1,919,117	\$ 7,031,023	\$ 5,943,651
	Total Expenses	<u>1,804,966</u>	<u>1,458,676</u>	<u>6,561,455</u>	<u>5,458,634</u>
	Balance as of 12/31	\$ 405,605	\$ 460,441	\$ 469,568	\$ 485,017

GRAND TOTAL ALL FUNDS	Total Sources Available	\$ 99,892,560	\$ 100,969,470	\$ 117,054,767	\$ 108,405,783
	Total Expenses	<u>66,661,046</u>	<u>68,086,631</u>	<u>89,490,936</u>	<u>85,541,460</u>
	Balance as of 12/31	\$ 33,231,514	\$ 32,882,839	\$ 27,563,831	\$ 22,864,323

CITY OF PIQUA, OHIO
2014 COUNTY TAX BUDGET

		ACTUAL 2011	ACTUAL 2012	ESTIMATED 2013	PROPOSED 2014
GENERAL (001)	Total Sources Available	\$ 11,064,080	\$ 12,383,498	\$ 13,175,808	\$ 11,947,623
	Total Expenses	4,300,140	4,523,607	6,352,627	6,670,258
	Balance as of 12/31	\$ 6,763,940	\$ 7,859,891	\$ 6,823,181	\$ 5,277,365
NEIGHBORHOOD IMPROV. TEAM (104)	Total Sources Available	\$ 9,020	\$ 15,289	\$ 176,765	\$ 176,765
	Total Expenses	8,987	14,716	176,192	176,368
	Balance as of 12/31	\$ 33	\$ 573	\$ 573	\$ 397
PARK DEPT. (105)	Total Sources Available	\$ 566,308	\$ 943,630	\$ 710,849	\$ 710,849
	Total Expenses	376,237	750,799	518,018	536,149
	Balance as of 12/31	\$ 190,071	\$ 192,831	\$ 192,831	\$ 174,700
SAFETY (106)	Total Sources Available	\$ 8,398,416	\$ 8,105,786	\$ 8,834,686	\$ 8,936,924
	Total Expenses	7,601,175	7,576,325	8,202,987	8,613,136
	Balance as of 12/31	\$ 797,241	\$ 529,461	\$ 631,699	\$ 323,788
TREE DONATION FUND (107)	Total Sources Available	\$ 8,712	\$ 3,491	\$ 1,536	\$ 1,536
	Total Expenses	5,221	2,723	768	1,536
	Balance as of 12/31	\$ 3,491	\$ 768	\$ 768	\$ -
DUI EDUCATIONAL FUND (109)	Total Sources Available	\$ 11,565	\$ 10,126	\$ 11,151	\$ 6,176
	Total Expenses	2,600	-	6,000	3,000
	Balance as of 12/31	\$ 8,965	\$ 10,126	\$ 5,151	\$ 3,176
MAUSOLEUM FUND (110)	Total Sources Available	\$ 2,265	\$ 359	\$ 1,050	\$ 1,082
	Total Expenses	2,265	359	1,050	1,082
	Balance as of 12/31	\$ -	\$ -	\$ -	\$ -
PRO-PIQUA (128)	Total Sources Available	\$ 57,024	\$ 56,788	\$ 59,000	\$ 59,000
	Total Expenses	57,024	56,788	59,000	59,000
	Balance as of 12/31	\$ -	\$ -	\$ -	\$ -
POLICE AUXILIARY (120)	Total Sources Available	\$ 5,892	\$ 5,802	\$ 5,464	\$ 2,839
	Total Expenses	90	338	2,625	2,704
	Balance as of 12/31	\$ 5,802	\$ 5,464	\$ 2,839	\$ 135
INCOME TAX (407)	Total Sources Available	\$ 8,515,270	\$ 8,538,476	\$ 7,750,000	\$ 7,750,000
	Total Expenses	8,515,270	8,538,476	7,750,000	7,750,000
	Balance as of 12/31	\$ -	\$ -	\$ -	\$ -
SAFETY EQUIP. RESERVE (809)	Total Sources Available	\$ 362,630	\$ 366,344	\$ 272,083	\$ -
	Total Expenses	-	94,311	272,083	-
	Balance as of 12/31	\$ 362,630	\$ 272,033	\$ -	\$ -
TOTAL GENERAL FUND	Total Sources Available	\$ 29,001,182	\$ 30,429,589	\$ 30,998,392	\$ 29,592,794
	Total Expenses	20,869,009	21,558,442	23,341,350	23,813,233
	Balance as of 12/31	\$ 8,132,173	\$ 8,871,147	\$ 7,657,042	\$ 5,779,561
<u>SPECIAL REVENUE FUNDS</u>					
STREET DEPT. (101)	Total Sources Available	\$ 4,772,370	\$ 5,243,648	\$ 5,891,035	\$ 5,433,564
	Total Expenses	1,958,423	1,692,037	2,796,895	2,894,786
	Balance as of 12/31	\$ 2,813,947	\$ 3,551,611	\$ 3,094,140	\$ 2,538,778
STREET INCOME TAX (1/4%) (103)	Total Sources Available	\$ 2,961,963	\$ 3,830,429	\$ 7,853,609	\$ 7,442,412
	Total Expenses	1,801,778	1,823,086	6,257,463	6,445,187
	Balance as of 12/31	\$ 1,160,185	\$ 2,007,343	\$ 1,596,146	\$ 997,225
N. GO. RD. 25-A CONSTRUCTION (302)	Total Sources Available	\$ -	\$ -	\$ -	\$ -
	Total Expenses	-	-	-	-
	Balance as of 12/31	\$ -	\$ -	\$ -	\$ -
RENEW PIQUA (114)	Total Sources Available	\$ 12,813	\$ 12,813	\$ 12,813	\$ -
	Total Expenses	-	-	12,813	-
	Balance as of 12/31	\$ 12,813	\$ 12,813	\$ -	\$ -
MANDATORY DRUG FINE (111)	Total Sources Available	\$ 4,315	\$ 4,350	\$ 4,350	\$ 1,350
	Total Expenses	-	-	3,000	1,200
	Balance as of 12/31	\$ 4,315	\$ 4,350	\$ 1,350	\$ 150

CITY OF PIQUA, OHIO
2014 COUNTY TAX BUDGET

		ACTUAL 2011	ACTUAL 2012	ESTIMATED 2013	PROPOSED 2014
CHIP 2012 (117)	Total Sources Available	\$ -	\$ -	\$ 500,000	\$ 400,000
	Total Expenses	-	-	500,000	400,000
	Balance as of 12/31	\$ -	\$ -	\$ -	\$ -
CHIP PROGRAM INCOME (119)	Total Sources Available	\$ 24,426	\$ 33,402	\$ 25,481	\$ 25,045
	Total Expenses	2,816	19,921	12,436	20,000
	Balance as of 12/31	\$ 21,610	\$ 13,481	\$ 13,045	\$ 5,045
DEMOLITION DEFENSE FUND (126)	Total Sources Available	\$ 22,222	\$ 79,062	\$ 72,322	\$ 72,322
	Total Expenses	3,400	51,740	45,000	63,822
	Balance as of 12/31	\$ 18,822	\$ 27,322	\$ 27,322	\$ 8,500
CDBG BLOCK GRANT (122)	Total Sources Available	\$ 156,930	\$ 98,319	\$ 103,791	\$ 93,791
	Total Expenses	156,928	89,528	95,000	85,000
	Balance as of 12/31	\$ 2	\$ 8,791	\$ 8,791	\$ 8,791
BROWNFIELD EPA GRANT (131)	Total Sources Available	\$ -	\$ -	\$ 400,000	\$ 400,000
	Total Expenses	-	-	400,000	400,000
	Balance as of 12/31	\$ -	\$ -	\$ -	\$ -
REVOLVING LOAN (130)	Total Sources Available	\$ 47,301	\$ 63,570	\$ 70,279	\$ 16,429
	Total Expenses	-	191	60,750	16,429
	Balance as of 12/31	\$ 47,301	\$ 63,379	\$ 9,529	\$ -
CHIP 2010 (112)	Total Sources Available	\$ 237,079	\$ 294,145	\$ 132,208	\$ -
	Total Expenses	161,012	196,937	132,208	-
	Balance as of 12/31	\$ 76,067	\$ 97,208	\$ -	\$ -
ECONOMIC DEVELOPMENT DEPARTMENT (135)	Total Sources Available	\$ 6,051	\$ 7,144	\$ 6,607	\$ 6,607
	Total Expenses	-	537	-	-
	Balance as of 12/31	\$ 6,051	\$ 6,607	\$ 6,607	\$ 6,607
DOWNTOWN REVITALIZATION (137)	Total Sources Available	\$ -	\$ -	\$ -	\$ -
	Total Expenses	-	-	-	-
	Balance as of 12/31	\$ -	\$ -	\$ -	\$ -
FEMA FUND (139)	Total Sources Available	\$ 10,512	\$ 51,527	\$ 20,000	\$ 20,000
	Total Expenses	10,512	51,527	20,000	20,000
	Balance as of 12/31	\$ -	\$ -	\$ -	\$ -
ECONOMIC DEVELOPMENT REVOLVING LOAN (141)	Total Sources Available	\$ -	\$ -	\$ 200,000	\$ 200,000
	Total Expenses	-	-	200,000	200,000
	Balance as of 12/31	\$ -	\$ -	\$ -	\$ -
AGRICULTURAL REVOLVING LOAN (142)	Total Sources Available	\$ 14,534	\$ 29,041	\$ 41,698	\$ 30,105
	Total Expenses	21	-	24,250	30,000
	Balance as of 12/31	\$ 14,513	\$ 29,041	\$ 17,448	\$ 105
CLEAN OHIO (HOSPITAL) (144)	Total Sources Available	\$ 57,552	\$ 57,552	\$ 75,000	\$ -
	Total Expenses	57,552	57,552	75,000	-
	Balance as of 12/31	\$ -	\$ -	\$ -	\$ -
ENTERPRISE ZONE APPLICATIONS (127)	Total Sources Available	\$ 450	\$ -	\$ -	\$ -
	Total Expenses	450	-	-	-
	Balance as of 12/31	\$ -	\$ -	\$ -	\$ -
LAW ENFORCEMENT TRUST (609)	Total Sources Available	\$ 12,543	\$ 12,607	\$ 12,607	\$ 107
	Total Expenses	-	-	12,500	107
	Balance as of 12/31	\$ 12,543	\$ 12,607	\$ 107	\$ -
CONSERVANCY (611)	Total Sources Available	\$ 83,340	\$ 77,309	\$ 31,541	\$ 43,341
	Total Expenses	45,803	45,768	28,200	40,000
	Balance as of 12/31	\$ 37,537	\$ 31,541	\$ 3,341	\$ 3,341
TOTAL SPECIAL REVENUE FUNDS	Total Sources Available	\$ 8,424,401	\$ 9,894,918	\$ 15,453,341	\$ 14,185,073
	Total Expenses	4,198,695	4,028,824	10,675,515	10,616,531
	Balance as of 12/31	\$ 4,225,706	\$ 5,866,094	\$ 4,777,826	\$ 3,568,542

CITY OF PIQUA, OHIO
2014 COUNTY TAX BUDGET

		ACTUAL 2011	ACTUAL 2012	ESTIMATED 2013	PROPOSED 2014
<u>FIDUCIARY FUNDS</u>					
UNCLAIMED TRUST (606)	Total Sources Available	\$ 1,736	\$ 2,951	\$ 2,951	\$ 1,951
	Total Expenses	-	-	1,000	500
	Balance as of 12/31	\$ 1,736	\$ 2,951	\$ 1,951	\$ 1,451
EMPLOYEE FLEXIBLE SPENDING (615)	Total Sources Available	\$ 156,976	\$ 156,976	\$ 232,073	\$ 232,073
	Total Expenses	149,903	149,903	225,000	225,000
	Balance as of 12/31	\$ 7,073	\$ 7,073	\$ 7,073	\$ 7,073
PRIVATE-PURPOSE CENTENNIAL TRUST (612)	Total Sources Available	\$ 466	\$ 467	\$ 467	\$ 483
	Total Expenses	-	-	-	-
	Balance as of 12/31	\$ 466	\$ 466	\$ 467	\$ 483
TOTAL FIDUCIARY FUNDS	Total Sources Available	\$ 159,178	\$ 160,394	\$ 235,491	\$ 234,507
	Total Expenses	149,903	149,903	226,000	225,500
	Balance as of 12/31	\$ 9,275	\$ 10,491	\$ 9,491	\$ 9,007
<u>INTERNAL SERVICE FUNDS</u>					
INFORMATION TECHNOLOGY (408)	Total Sources Available	\$ 775,373	\$ 768,203	\$ 980,444	\$ 934,207
	Total Expenses	537,386	417,989	676,467	596,761
	Balance as of 12/31	\$ 237,987	\$ 350,214	\$ 303,977	\$ 337,446
LIABILITY INSURANCE RESERVE (125)	Total Sources Available	\$ 724,683	\$ 764,776	\$ 687,969	\$ 692,669
	Total Expenses	88,402	319,507	313,000	322,390
	Balance as of 12/31	\$ 636,281	\$ 445,269	\$ 374,969	\$ 370,279
WORKMAN'S COMP. RESERVE (124)	Total Sources Available	\$ 1,649,188	\$ 1,572,227	\$ 1,500,862	\$ 1,371,800
	Total Expenses	219,288	231,333	289,030	297,701
	Balance as of 12/31	\$ 1,429,900	\$ 1,340,894	\$ 1,211,832	\$ 1,074,099
HEALTH CARE PLAN (614)	Total Sources Available	\$ 3,847,127	\$ 1,207,560	\$ 1,035,971	\$ 939,260
	Total Expenses	2,647,099	179,878	105,000	105,000
	Balance as of 12/31	\$ 1,200,028	\$ 1,027,682	\$ 930,971	\$ 834,260
TOTAL INTERNAL SERVICE FUNDS	Total Sources Available	\$ 6,996,371	\$ 4,312,766	\$ 4,205,246	\$ 3,937,936
	Total Expenses	3,492,175	1,148,707	1,383,497	1,321,852
	Balance as of 12/31	\$ 3,504,196	\$ 3,164,059	\$ 2,821,749	\$ 2,616,084
<u>DEBT SERVICE FUNDS</u>					
SPECIAL ASSESSMENT (202)	Total Sources Available	\$ 365,410	\$ 414,832	\$ 430,188	\$ 440,020
	Total Expenses	38,672	41,674	47,198	41,443
	Balance as of 12/31	\$ 326,738	\$ 373,158	\$ 382,990	\$ 398,577
OWDA LOAN 1995 (210)	Total Sources Available	\$ 506,689	\$ 506,667	\$ 506,720	\$ 506,538
	Total Expenses	506,537	506,537	506,538	506,538
	Balance as of 12/31	\$ 152	\$ 130	\$ 182	\$ -
ELECT. G.O. BONDS (238)	Total Sources Available	\$ 408,430	\$ -	\$ 1,700,000	\$ 237,076
	Total Expenses	408,430	-	1,700,000	237,076
	Balance as of 12/31	\$ -	\$ -	\$ -	\$ -
SWIMMING POOL G.O. BONDS D.S. (221)	Total Sources Available	\$ 9,784	\$ 9,882	\$ 9,965	\$ 9,957
	Total Expenses	8,434	8,456	8,463	8,455
	Balance as of 12/31	\$ 1,350	\$ 1,426	\$ 1,502	\$ 1,502
FIRE & POLICE PENSION G.O. BONDS (249)	Total Sources Available	\$ 41,646	\$ 45,755	\$ 44,209	\$ 42,647
	Total Expenses	38,438	42,188	40,625	39,063
	Balance as of 12/31	\$ 3,208	\$ 3,567	\$ 3,584	\$ 3,584
GOLF COURSE 9 HOLE EXPANSION G.O. BONDS (243)	Total Sources Available	\$ 194,595	\$ 195,882	\$ 196,885	\$ 196,714
	Total Expenses	167,286	167,714	167,847	167,676
	Balance as of 12/31	\$ 27,309	\$ 28,168	\$ 29,038	\$ 29,038
WATER TOWER DEBT SERVICE 2005 (250)	Total Sources Available	\$ 132,862	\$ 132,839	\$ 132,868	\$ 132,867
	Total Expenses	132,822	132,822	132,823	132,822
	Balance as of 12/31	\$ 40	\$ 17	\$ 45	\$ 45
WATER TOWER DEBT SERVICE 2006 (251)	Total Sources Available	\$ 14,354	\$ 14,354	\$ 14,357	\$ 14,357
	Total Expenses	14,350	14,350	14,351	14,351
	Balance as of 12/31	\$ 4	\$ 4	\$ 6	\$ 6

CITY OF PIQUA, OHIO
2014 COUNTY TAX BUDGET

		ACTUAL 2011	ACTUAL 2012	ESTIMATED 2013	PROPOSED 2014
WATER OWDA ENGINEERING DEBT SERVICE 2013 (252)	Total Sources Available	\$ -	\$ -	\$ -	\$ -
	Total Expenses	-	-	-	-
	Balance as of 12/31	\$ -	\$ -	\$ -	\$ -
INFO TECH GO BONDS DEBT SERVICE (253)	Total Sources Available	\$ 15	\$ 21,276	\$ -	\$ -
	Total Expenses	15	21,276	-	-
	Balance as of 12/31	\$ 21,276	\$ -	\$ -	\$ -
OWDA 08 EQUALIZATION BASIN DEBT SERVICE (254)	Total Sources Available	\$ 311,373	\$ 303,474	\$ 303,544	\$ 303,544
	Total Expenses	303,392	303,391	303,392	303,392
	Balance as of 12/31	\$ 7,981	\$ 83	\$ 152	\$ 152
FIRE EQUIPMENT '08 G.O. BOND FUND (255)	Total Sources Available	\$ 51,633	\$ 50,400	\$ 52,487	\$ 51,087
	Total Expenses	47,650	46,513	50,463	49,063
	Balance as of 12/31	\$ 3,983	\$ 3,887	\$ 2,024	\$ 2,024
WATER PLANT OWDA DEBT SERVICE (256)	Total Sources Available	\$ -	\$ -	\$ 2,180,000	\$ 2,180,000
	Total Expenses	-	-	2,180,000	2,180,000
	Balance as of 12/31	\$ -	\$ -	\$ -	\$ -
WASTEWATER PLANT ENGINEERING DEBT SERVICE (257)	Total Sources Available	\$ -	\$ -	\$ 1,236,000	\$ 1,605,000
	Total Expenses	-	-	1,236,000	1,605,000
	Balance as of 12/31	\$ -	\$ -	\$ -	\$ -
SIB LOAN (216)	Total Sources Available	\$ 173,780	\$ 223,756	\$ 223,800	\$ 223,844
	Total Expenses	138,940	173,755	173,755	173,755
	Balance as of 12/31	\$ 34,840	\$ 50,001	\$ 50,045	\$ 50,089
TOTAL DEBT SERVICE FUNDS	Total Sources Available	\$ 2,210,571	\$ 1,919,117	\$ 7,031,023	\$ 5,943,651
	Total Expenses	1,804,966	1,458,676	6,561,455	5,458,634
	Balance as of 12/31	\$ 405,605	\$ 460,441	\$ 469,568	\$ 485,017
<u>CONSTRUCTION PROJECTS</u>					
SWIMMING POOL CONSTRUCTION (323)	Total Sources Available	\$ 35	\$ 1	\$ 5	\$ 5
	Total Expenses	35	1	5	5
	Balance as of 12/31	\$ -	\$ -	\$ -	\$ -
TOTAL CONSTRUCTION FUNDS	Total Sources Available	\$ 35	\$ 1	\$ 5	\$ 5
	Total Expenses	35	1	5	5
	Balance as of 12/31	\$ -	\$ -	\$ -	\$ -
<u>SPECIAL ASSESSMENT PROJECTS</u>					
SPECIAL ASSESS. PROJECTS (700'S)	Total Sources Available	\$ 103,166	\$ 1,274	\$ 20,000	\$ 20,000
	Total Expenses	103,166	1,274	20,000	20,000
	Balance as of 12/31	\$ -	\$ -	\$ -	\$ -
TOTAL SPECIAL ASSESSMENTS	Total Sources Available	\$ 103,166	\$ 1,274	\$ 20,000	\$ 20,000
	Total Expenses	103,166	1,274	20,000	20,000
	Balance as of 12/31	\$ -	\$ -	\$ -	\$ -
<u>ENTERPRISE FUNDS</u>					
ELECTRIC SYSTEM (401)	Total Sources Available	\$ 36,871,522	\$ 36,570,869	\$ 36,426,191	\$ 32,155,581
	Total Expenses	25,799,485	28,819,242	31,145,174	28,000,900
	Balance as of 12/31	\$ 11,072,037	\$ 7,751,627	\$ 5,281,017	\$ 4,154,681
WATER SYSTEM (403)	Total Sources Available	\$ 5,436,876	\$ 6,297,378	\$ 9,545,644	\$ 9,838,084
	Total Expenses	3,408,923	3,935,006	6,890,832	6,897,723
	Balance as of 12/31	\$ 2,027,953	\$ 2,362,372	\$ 2,654,812	\$ 2,940,361
WASTEWATER SYS. (404)	Total Sources Available	\$ 5,700,090	\$ 5,721,051	\$ 7,009,089	\$ 6,947,085
	Total Expenses	3,473,474	3,319,107	4,669,149	4,832,569
	Balance as of 12/31	\$ 2,226,616	\$ 2,401,944	\$ 2,339,940	\$ 2,114,516
REFUSE (405)	Total Sources Available	\$ 2,563,285	\$ 2,755,305	\$ 2,835,699	\$ 2,666,811
	Total Expenses	1,585,110	1,683,933	1,933,215	1,900,878
	Balance as of 12/31	\$ 978,175	\$ 1,071,372	\$ 902,484	\$ 765,933
GOLF COURSE (409)	Total Sources Available	\$ 894,489	\$ 735,891	\$ 832,930	\$ 832,930
	Total Expenses	843,305	693,184	790,223	790,223
	Balance as of 12/31	\$ 51,184	\$ 42,707	\$ 42,707	\$ 42,707

CITY OF PIQUA, OHIO
2014 COUNTY TAX BUDGET

		ACTUAL 2011	ACTUAL 2012	ESTIMATED 2013	PROPOSED 2014
FORT PIQUA PLAZA (410)	Total Sources Available	\$ 289,201	\$ 290,464	\$ 314,788	\$ 319,788
	Total Expenses	279,463	279,276	303,600	314,226
	Balance as of 12/31	\$ 9,738	\$ 11,188	\$ 11,188	5,562
STORM WATER UTILITY (411)	Total Sources Available	\$ 1,041,195	\$ 1,643,787	\$ 1,907,824	\$ 1,492,434
	Total Expenses	481,374	810,148	1,347,575	1,139,740
	Balance as of 12/31	\$ 559,821	\$ 833,639	\$ 560,249	\$ 352,694
SWIMMING POOL (415)	Total Sources Available	\$ 151,264	\$ 187,654	\$ 218,173	\$ 218,173
	Total Expenses	145,200	172,827	203,346	209,446
	Balance as of 12/31	\$ 6,064	\$ 14,827	\$ 14,827	\$ 8,727
BUSINESS OFFICE (412-413)	Total Sources Available	\$ 49,734	\$ 49,012	\$ 20,931	\$ 20,931
	Total Expenses	26,763	28,081	-	-
	Balance as of 12/31	\$ 22,971	\$ 20,931	\$ 20,931	\$ 20,931
TOTAL ENTERPRISE FUNDS	Total Sources Available	\$ 52,997,656	\$ 54,251,411	\$ 59,111,269	\$ 54,491,817
	Total Expenses	36,043,097	39,740,804	47,283,114	44,085,705
	Balance as of 12/31	\$ 16,954,559	\$ 14,510,607	\$ 11,828,155	\$ 10,406,112
<u>GRAND TOTAL</u> ALL FUNDS	Total Sources Available	\$ 99,892,560	\$ 100,969,470	\$ 117,054,767	\$ 108,405,783
	Total Expenses	66,661,046	68,086,631	89,490,936	85,541,460
	Balance as of 12/31	\$ 33,231,514	\$ 32,882,839	\$ 27,563,831	\$ 22,864,323

**A DRAFT ORDINANCE TO MAKE APPROPRIATIONS FOR
THE CITY OF PIQUA FOR THE CALENDAR YEAR 2014**

WHEREAS, Section 49 of the Piqua Charter requires the submission of a draft appropriation ordinance at this time;

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: There be appropriated from the City funds as follows:

	<u>PROPOSED 2014</u>
GENERAL FUND (001)	\$6,670,258
NEIGHBORHOOD IMPROVEMENT TEAM (104)	176,368
PARKS DEPARTMENT (105)	536,149
SAFETY (106)	8,613,136
TREE DONATION FUND (107)	1,536
DUI EDUCATIONAL FUND (109)	3,000
MAUSOLEUM FUND (110)	1,082
PRO-PIQUA (128)	59,000
POLICE AUXILIARY (120)	2,704
INCOME TAX (407)	7,750,000
STREET DEPARTMENT (101)	2,894,786
STREET 1/4% INCOME TAX (103)	6,445,187
MANDATORY DRUG FINE (111)	1,200
CHIP 2012 (117)	400,000
CHIP PROGRAM INCOME (119)	20,000
DEMOLITION DEFENSE FUND (126)	63,822
COMMUNITY DEVELOPMENT (FORMULA FUNDS) (122)	85,000
BROWNFIELD EPA GRANT (131)	400,000
REVOLVING LOAN (130)	16,429
FEMA FUND (139)	20,000
ECONOMIC DEVELOPMENT REVOLVING LOAN (141)	200,000
AGRICULTURE REVOLVING LOAN (142)	30,000
LAW ENFORCEMENT TRUST (609)	107
CONSERVANCY (611)	40,000
UNCLAIMED TRUST (606)	500
EMPLOYEE FLEXIBLE SPENDING (615)	225,000
INFORMATION TECHNOLOGY (408)	596,761
LIABILITY INSURANCE RESERVE (125)	322,390
WORKMAN'S COMP. RESERVE (124)	297,701
HEALTH CARE PLAN (614)	105,000
SPECIAL ASSESSMENT (202)	41,443
OWDA LOAN '95 (210)	506,538
ELECTRIC DEBT SERVICE (238)	237,076
SWIMMING POOL BONDS D.S. (221)	8,455
FIRE & POLICE PENSION BONDS (249)	39,063

PROPOSED 2014

GOLF COURSE 9 HOLE EXPANSION BONDS (243)	167,676
WATER TOWER DEBT SERVICE '05 (250)	132,822
WATER TOWER DEBT SERVICE '06 (251)	14,351
OWDA '08 EQUALIZATION BASIN DEBT SERVICE (254)	303,392
FIRE EQUIPMENT '08 G.O. BOND (255)	49,063
WATER PLANT OWDA DEBT SERVICE (256)	2,180,000
WASTEWATER PLANT ENG. DEBT SERVICE (257)	1,605,000
SIB LOAN (216)	173,755
SWIMMING POOL CONSTRUCTION (323)	5
SPECIAL ASSESS. PROJECT (700'S)	20,000
ELECTIC SYSTEM (401)	28,000,900
WATER SYSTEM (403)	6,897,723
WASTEWATER SYSTEM (404)	4,832,569
REFUSE (405)	1,900,878
GOLF COURSE (409)	790,223
FORT PIQUA PLAZA (410)	314,226
STORM WATER UTILITY (411)	1,139,740
SWIMMING POOL UTILITY (415)	209,446

SEC. 2: That 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 re-appropriated for such original purposes; provided, that the net total of expenditures under any item of said appropriation shall not exceed the amount of the item.

SEC. 3: 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. 4: That all ordinances, or parts of ordinances, inconsistent with this ordinance be and they are hereby repealed.

SEC. 5: That this ordinance shall take effect and be in force from and after passage.

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____

REBECCA J. COOL
CLERK OF COMMISSION



FINANCE DEPARTMENT

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

June 13, 2013

Mr. Gary Huff
City Manager

RE: Year 2014 County Tax Budget and Draft Appropriation Ordinance

The 2014 County Tax Budget was prepared based upon information obtained from the individual city departments and City administration.

The total 2014 tax budget is projected to be \$85.5 million; a decrease of \$3.9 million, or 4.4% less than the latest 2013 estimates due to several major projects in the Special Revenue, Internal Service and Enterprise funds. The major reasons for the net \$3.9 million decrease are as follows:

<u>GENERAL FUND</u>	<u>AMOUNTS OF CHANGE YEAR 2014 VERSUS 2013</u>
General – Operations	\$0.3 million increase
Safety – Operations	\$0.4 million increase
Safety – Equipment	(\$0.3) million decrease
<u>General Fund Total</u>	<u>\$0.4 million increase</u>
 <u>DEBT SERVICE FUNDS</u>	
Electric Debt Service	(\$1.5) million decrease
Wastewater Plant Engineering Debt Service	\$0.4 million increase
<u>Debt Service Funds Total</u>	<u>(\$1.1) million decrease</u>

ENTERPRISE FUNDS

Power System – Operations & Capital (\$3.1) million decrease

Wastewater System – Operations \$0.1 million increase

Enterprise Funds Total (\$3.2) million decrease

GRAND TOTAL (\$3.9) million decrease

If you have any questions, please let me know.

Sincerely,



Cynthia A. Holtzapple
Director of Finance

RESOLUTION NO. R-97-13

**A RESOLUTION APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT
FORMULA ALLOCATION PROGRAM APPLICATION FOR FISCAL YEAR 2013**

WHEREAS, the City of Piqua is a unit of local government that possesses the legal authority to apply for Small Cities Community Development Block Grant funds available from the Ohio Department of Development, under the Federal Housing and Community Development Act of 1974, as amended; and,

WHEREAS, the City of Piqua has housing and community development needs that can be improved and alleviated with this assistance; and,

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

SEC. 1: The Fiscal Year 2013 Formula Allocation Program application is hereby approved and the City Manager is hereby authorized and directed to submit the City's program application to the Ohio Department of Development, including all understandings and assurances therein.

SEC. 2: The City Manager is authorized to be the designate agent of the program in connection with the application and is authorized to execute all agreements in conjunction with the Fiscal Year 2013 Program.

SEC. 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	June 18, 2013		
REPORT TITLE (Should match resolution/ordinance title)	A Resolution Approving the Community Development Block Grant Formula Allocation Program For Fiscal Year 2013		
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		Asst. City Manager/Finance
	Asst. City Manager/Development		Law Director
	Department Director;		Other:
BACKGROUND (Includes description, background, and justification)	<p>Each year, the City of Piqua receives an allocation from the Ohio Development Services Agency to implement local activities through the Community Development Block Grant program. The allocation for 2013 is \$75,000, which due to federal budget cuts is considerably less than the \$95,000 the city received in 2012.</p> <p>Projects were solicited from city staff and it was agreed that the project that would be proposed for funding is the repaving of West High Street between Downing Street and College Avenue. This project is estimated to \$72,000, in which the grant will pay for \$60,000 of the amount. The remaining dollars will be paid for by the City and the additional \$15,000 in grant dollars goes towards administrative and fair housing costs, as required by the State of Ohio.</p> <p>A public hearing on this project was held on June 13, 2013.</p>		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$75,000	
	Expenditure \$:	\$0	
	Source of Funds:	\$0	
	Narrative:	This is for the application of funds, not for expenditure of funds at this time.	
OPTIONS (Include Deny /Approval Option)	1.	Approve the Resolution – Approving the Resolution would allow the City to receive funding for this project.	
	2.	Deny the Resolution – Denying the resolution would cause the City to forgo their formula allocation for Fiscal Year 2013.	
	3.		
	4.		
PROJECT TIMELINE	The City will receive grant agreements later this fall and will work to implement the program throughout 2013. The community complete all projects by December 31, 2013.		

STAFF RECOMMENDATION	Staff recommends that the City Commission approve the resolution.
ATTACHMENTS	

RESOLUTION NO. R-98-13

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO A LEASE AGREEMENT TO PERMIT
THE USAGE OF A PORTION OF FOUNTAIN PARK,
HARDMAN FIELD AND HANCE PAVILION TO
THE PIQUA FOURTH OF JULY ASSOCIATION**

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 permit the Piqua Fourth of July Association on July 4, 2013 to use Hance Pavilion, Hardman Field, the Fountain Park volleyball courts and that part of Fountain Park between (and including) the hardball diamond and the dining hall, upon the condition that the Piqua Fourth of July Association obtains liability insurance satisfactory to the City Manager at a minimum coverage of \$1,000,000 and complies with the terms of the attached Lease. The rental fee for this lease shall be \$1.00 and other valuable consideration.

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

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 5th day of June 2013, by and between the City of Piqua and the Piqua Fourth Of July Association as follows:

Section 1: For one dollar and other valuable consideration, the City leases to the Association the below-listed public park facilities for the day of July 4, 2013:

Hance Pavilion

Hardman Field

That portion of Fountain Park between (and including) the baseball diamond and the dining hall

Section 2: The Association shall occupy and use the leased premises solely for the purposes of the annual Independence Day celebration and related activities.

Section 3: The Association shall obtain liability insurance satisfactory to the City Manager at a minimum coverage of \$1,000,000.

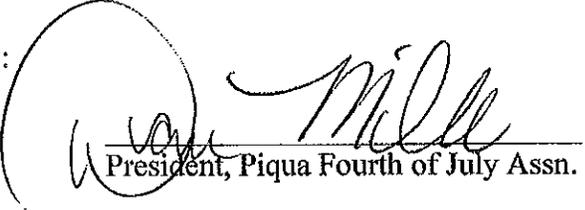
Section 4: The Association shall indemnify, hold harmless and defend the City of Piqua, Ohio, its officers, employees, agents and volunteers against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the City of Piqua, Ohio, its officers, employees, agents and volunteers may hereafter sustain, incur or be required to pay, arising out of or by any act or omission of the Association, the City of Piqua, Ohio, their officers, employees, agents and volunteers, in the execution, performance or failure to adequately perform Association's or City of Piqua's obligations pursuant to this contract.

Section 5: The association will include the following as additional insureds: The City of Piqua, Ohio, its elected and appointed officials, all employees, agents, volunteers, all boards, commissions and/or authorities and board members including employees, agents and volunteers thereof. Coverage shall be primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds whether other available coverage be primary, contributing, or excess.

Section 6: The City of Piqua shall be issued a certificate of insurance in the amount not less than stated above. The certificate of insurance shall specify that the City of Piqua, its officials, employees and volunteers are added by endorsement as additional insureds as written in Section 5 above.

Executed as of the above-referenced date by:

Gary A. Huff, City Manager
City of Piqua



President, Piqua Fourth of July Assn.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/10/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MCGRIFF, SEIBELS & WILLIAMS, INC.
P.O. Box 10265
Birmingham, AL 35202

CONTACT NAME: Melanie Allen
PHONE (A/C, No, Ext): 800-476-2211 FAX (A/C, No):
E-MAIL ADDRESS: mail@mcgriff.com

INSURED
S. Vitale Pyrotechno Industries, Inc.
dba Pyrotechnico
P.O. Box 149
New Castle, PA 16103

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A :RLI Insurance Company	13058
INSURER B :James River Insurance Company	12203
INSURER C :Catalin Specialty Insurance Company	15989
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES

CERTIFICATE NUMBER: S235ZM38

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			000292805	01/14/2013	01/14/2014	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Policy Aggregate:	\$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> TIR InterChg <input checked="" type="checkbox"/> Simil			LFT0012741	01/14/2013	01/14/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							Comp. \$2500 deductible	Coll. \$2500 deductible
B	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			000202825	01/14/2013	01/14/2014	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
							WG STATU-TORY LIMITS	OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
C	EXCESS UMBRELLA COVERAGE			XSA2002800114	01/14/2013	01/14/2014	XS Underlying \$4, Mil	\$ 5,000,000
								\$
								\$
								\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Fireworks Display Date: July 4, 2013

Location: Piqua, Ohio

The City of Piqua, Ohio, its elected and appointed officials, all employees, agents, volunteers, all boards, commissions and/or authorities and board members including employees, agents and volunteers thereof; The Piqua Fourth of July Association, its officers and directors, all members and volunteers.

The above listed are Additional Insured respects to General Liability policy as required by written contract subject to policy terms, conditions and exclusions.

The Certificate Holder is Additional Insured with respect to General Liability as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Piqua Fourth of July Association
1804 Carlyle Drive
Piqua, OH 45360

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/10/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Allied Specialty Insurance, Inc 10451 Gulf Blvd. Treasure Island, FL 33706 800/237-3355	CONTACT NAME PHONE FAX, If Ext: E-MAIL ADDRESS	PKG. No: (A/C, If):
	INSURER(S) PROVIDING COVERAGE INSURER A: T.H.E. Insurance Company NAIC# 12866 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED D and D Putting & Amusements, Inc. 5073 Road 18, Route 1 Continental OH 45831		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NO. OF POLY.	TYPE OF INSURANCE	ADD. SUBR. (IND. CODE)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO LOC		CPP0101004-03	05/01/13	05/01/14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADY INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPADP AGG \$
	AUTOMOBILE LIABILITY ANY AUTO SCHEDULED AUTOS ALL OWNED AUTOS NON-OWNED AUTOS HIRED AUTOS					COMBINED SINGLE LIMIT (EA ACCIDENT) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE COV RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			(SEE STATUTORY LIMITS) COV RET E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Effective from 7/04/13 through 7/05/13
 ADDITIONAL INSURED; PIQUA 4TH OF JULY ASSOCIATION AS RESPECTS TO THE GENERAL LIABILITY OPERATIONS OF THE NAMED INSURED ONLY

 RE; AT FOUNTAIN PARK

CERTIFICATE HOLDER PIQUA 4TH OF JULY ASSOCIATION 500 FOREST AVENUE PIQUA, OH 45356	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

RESOLUTION NO. R-99-13

**A RESOLUTION AUTHORIZING THE CITY
MANAGER TO ENTER INTO THE LPA FEDERAL
LOCAL-LET PROJECT AGREEMENT WITH THE
OHIO DEPARTMENT OF TRANSPORTATION
(ODOT) FOR THE SAFE ROUTES TO SCHOOL
(SRTS) INFRASTRUCTURE PROJECTS**

WHEREAS, the National Transportation Act has made available certain Federal funding for use by local public agencies; and

WHEREAS, the City of Piqua has been awarded a portion of this funding through the Ohio Department of Transportation for the infrastructure improvement projects throughout the City of Piqua as a part of the Safe Routes to School Program; and

WHEREAS, the Federal Highway Administration (FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs; and

WHEREAS, the City of Piqua and ODOT desire to enter into a Local Let Project Agreement regarding the MIA-SRTS Piqua Infrastructure, PID 93747 Project; substantially in the form of Exhibit A attached hereto;

WHEREAS, this Resolution supersedes Resolution R-19-13 passed on February 5, 2013, due to a change in the management scope of the project from ODOT Let to Local Let.

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 execute the MIA-SRTS Piqua Infrastructure LPA Federal Local-Let Project Agreement substantially in the form attached hereto as Exhibit "A" and all documents, instruments and agreements contemplated thereby and to execute such amendments to the MIA-SRTS Piqua Infrastructure LPA Federal Local-Let Project Agreement from time to time as contemplated by such Agreement.

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

MEETING DATE	June 18, 2013		
REPORT TITLE (Should match resolution/ordinance title)	A resolution authorizing the City Manager to enter into the LPA Federal Local-Let Project Agreement with the Ohio Department of Transportation (ODOT) for the Safe Routes to School (SRTS) Infrastructure projects.		
SUBMITTED BY	Name & Title: Amy Havenar, P.E., City Engineer		
	Department: Engineering		
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 type="checkbox"/> Other:
BACKGROUND (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. The projects will consist of infrastructure improvements 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 & curbs, and the construction of a multi-use path to the Junior High School from Looney Road, in addition to various other miscellaneous projects.</p> <p>A resolution was brought before City Commission in February of 2012 to enter into an agreement with ODOT for this project to be programmed as an ODOT Let project. Since that time, the City has decided to take on this project as a Local Let project which means the City will be responsible for the plan reviews, the bidding, and the construction administration. This new legislation reflects the change in project designation to a Local Let project.</p>		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	N/A for this Legislation	
	Expenditure \$:	N/A for this Legislation	
	Source of Funds:		
	Narrative	The total cost for the project is estimated to be \$500,000. ODOT will provide to the City 100% of the eligible costs, up to a maximum of \$500,000 in Federal funds.	
OPTIONS (Include Deny /Approval Option)	1.	Approve the resolution to enter into an agreement with ODOT.	
	2.	Deny the resolution and do not proceed with the project.	

PROJECT TIMELINE	The project design will begin this summer with construction scheduled for the spring of 2015.
STAFF RECOMMENDATION	Approve the resolution to allow for the City to enter into an agreement with ODOT for the SRTS Infrastructure projects.
ATTACHMENTS	LPA Federal Local-Let Project Agreement (Exhibit A)

EXHIBIT A

Rev. 6/18/2012

CFDA 20.205

D07 SRTS MIA PIQUA INFRA
COUNTY-ROUTE-SECTION

93747
FID NUMBER

25912
AGREEMENT NUMBER

LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the City of Piqua, hereinafter referred to as the LPA, 201 West Water Street, Piqua, Ohio.

1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the Ohio Revised Code provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The D07 SRTS MIA Piqua Infra (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

2. LEGAL REFERENCES

- 2.1 This Agreement is authorized by the following statutes and/or policies, which are incorporated in their entirety:
 - a. Section 5501.03(D) of the Ohio Revised Code;
 - b. ODOT Locally Administered Transportation Projects, Manual of Procedures; and
 - c. National Transportation Act, Title 23, U.S.C.; 23 CFR 635.105.
- 2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

3. FUNDING

- 3.1 The total cost for the PROJECT is estimated to be \$500,000 as set forth in Attachment 1. ODOT shall provide to the LPA 100 percent of the eligible costs, up to a maximum of \$500,000 in Federal funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.

3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all cost overruns and contractor claims.

4. PROJECT DEVELOPMENT AND DESIGN

4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.

4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.

4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The LPA shall (**option one:** follow its own formally written set of local design standards **or option two:** make use of ODOT's Location and Design Manual (L&D), or the appropriate AASHTO publication. Even though the LPA may use its own standards, ODOT may require the LPA to use a design based on the L&D Manual for projects that contain a high crash rate or areas of crash concentrations. Where the LPA has adopted ODOT standards for the PROJECT, the LPA shall be responsible for ensuring that any ODOT standards used for the PROJECT are current and/or updated. The LPA shall be responsible for periodically contacting the ODOT District LPA Coordinator or through the following Internet website for any changes or updates: www.dot.state.oh.us/drrc/Pages/default.aspx.)

4.4 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the PROJECT Design Engineer and serve as the LPA's principal representative for attending to PROJECT responsibilities, or engage the services of a pre-qualified ODOT consultant who has been chosen using a Qualification-Based Selection (QBS) process as required pursuant to Ohio Revised Code sections 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT

4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.

4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

5. ENVIRONMENTAL RESPONSIBILITIES

5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related regulations, including the requirements of the National Historic Preservation Act; and for securing all necessary permits.

5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at www.dot.state.oh.us/CONTRACT. If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.

- 5.3 ODOT shall be responsible for the review of all environmental documents and reports, and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the project.
- 5.5 The LPA shall require its consultant, selected to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act, to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.
- 5.6 The LPA shall provide a letter indicating the proposed Best Management Practices (BMPs) to be utilized for post construction storm water management in accordance with the Ohio EPA National Pollutant Discharge Elimination System (NPDES) Construction General Permit. If no BMPs are proposed, a letter stating concurrence is required from the Ohio EPA.

6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT.
- 6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that the all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. As specified in ODOT's Real Estate Policy and Procedures Manual, Section 5202.01-II-(B), any LPA staff who perform any real estate functions shall be prequalified by the ODOT's Office of Real Estate. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work can not also perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA.
- 6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with PROJECT construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the PROJECT real estate activities under Titles II and III of the Uniform Act, and,

as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.

- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.
- 6.8 The LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the Ohio Revised Code regarding all activities relating to Railroad-Highway projects.
- 6.9 Consistent with sections 10.1 and 10.4 of this agreement, the LPA shall assure that if any property acquired for this project is subsequently sold for less than fair market value that all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this agreement the LPA shall assure that if the LPA grants a permit or license for the property acquired for this project that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.

7. ADVERTISING, SALE AND AWARD

- 7.1 The LPA **shall not** advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.
- 7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Advertisements shall be in accordance with local bidding requirements. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The PROJECT shall be advertised for three (3) consecutive weeks. The period between the first legal advertising date and the bid opening date shall be a minimum of twenty-one (21) calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and selling the contracts.
- 7.4 The LPA shall incorporate ODOT's LPA Bid Template in its bid documents. The template includes Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts, as well as appropriate subcontracts and purchase orders.
- 7.5 The LPA shall require the contractor to be enrolled in, and in good standing with, the Ohio Bureau of Workers' Compensation Drug-Free Safety Program (DFSP) or a similar program

approved by the Bureau of Workers' Compensation, and require the same of any of its subcontractors.

- 7.6 Only pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in force **at the time of bidding, at the time of award, and through the life of the construction contract**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement. In accordance with FHWA Form 1273 Section VII. and 23 CFR 635.116, the "prime" contractor must perform no less than 30 percent of the total original contract price. The 30 percent prime requirement does not apply to design-build contracts.
- 7.7 In accordance with Section 153.54, et. seq. of the Ohio Revised Code, the LPA shall require that the selected contractor provide a performance and payment bond in an amount at least equal to 100 percent of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond.
- 7.8 Before awarding a contract to the selected contractor, the LPA shall verify either that the contractor is not subject to a finding for recovery under R.C. 9.24, or that the contractor has taken the appropriate remedial steps required under R.C. 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at <http://www.auditor.state.oh.us/resources/findings/default.htm/>. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all federal funding commitments.
- 7.9 Before awarding a contract to the selected contractor, the LPA shall verify either that the contractor is not subject to suspension or debarment under the Federal Excluded Parties System List (EPLS). Contractors on the EPLS are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and the FHWA codification of the Common Rule for Nonprocurement suspension and debarment. The EPLS can be viewed on the Federal EPLS website at <https://www.epls.gov/>. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all federal funding commitments.
- 7.10 The LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.
- 7.11 After analyzing all bids for completeness, accuracy, and responsiveness, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this agreement, if applicable.

8. CONSTRUCTION CONTRACT ADMINISTRATION

- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC sections 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this agreement.

- 8.2 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.3 The Federal-aid Highway Program operates on a reimbursement basis. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.
- 8.4 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA.
- 8.5 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of Chapter 1311 of the Ohio Revised Code may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the lien is resolved.
- 8.6 Payment or reimbursement to the LPA shall be submitted to:
- Amy Havenar, P.E.
City of Piqua
201 West Water Street
Piqua, Ohio 45356
Phone: 937-778-2044
- 8.7 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all federal funding commitments.
- 8.8 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and if necessary, unilaterally modify any other term of this Agreement in order to preserve its federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT in order to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

- 8.9 Any right, claim, interest, and/or right of action, whether contingent or vested, of the LPA, arising out of or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in and to the Claim and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim. The LPA further authorizes ODOT to sue, compromise, or settle any such Claim. It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all of the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim including requests for information and/or documents and/or to testify.
- 8.10 After completion of the PROJECT and in accordance with Title 23 United States Code 116 and applicable provisions of the Ohio Revised Code, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years, unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any Federally-funded programs.

9. CERTIFICATION AND RECAPTURE OF FUNDS

- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by Ohio Revised Code section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it had received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the project, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION

- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.
- 10.2 The LPA agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this

nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such PROJECT work.

- 10.3 For any project in which the Engineer's Estimate exceeds \$500,000, the LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. To meet this requirement, subcontractors who claim to be DBEs must be certified by ODOT. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

Disadvantaged Business (DBE) Requirement. DBE participation goals (subcontracts, materials, supplies) have been set on this project for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the Ohio Revised Code.

WAIVER PROCESS FOR DBE GOALS

In the event the Contractor is unable to meet the DBE Goal placed on this project, a request for waiver of all or part of the goal may be made to the Ohio Department of Transportation through the LPA. The Contractor must document the progress and efforts being made in securing the services of DBE subcontractors. In the event the Contractor is unable to meet the DBE Goal placed on this Local Let project, a request for a waiver of all or part of the goal may be made. The written request must indicate a good faith effort was made to meet the goal and be sent to the LPA contracting authority. The LPA forwards the request with recommended action to the ODOT District. The ODOT District then makes recommendation and forwards the request to Office of Contracts, 1980 West Broad Street, Columbus, Ohio, 43223. There will be no extension of time for the project granted if the Contractor wishes to avail himself of this process. If an item of work subcontracted to a DBE firm is non-performed by LPA or the subject of an approved VECP, the Contractor may request a waiver for the portion of work excluded.

ODOT shall supply the percentage goal to the LPA upon review of the Engineer's Estimate. The LPA must obtain written, signed documentation from the contractor that the DBE goal has been satisfied prior to executing the contract with the contractor. The LPA, in turn, must provide such documentation to ODOT in order for ODOT to encumber the Federal/State funds.

- 10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest (hereinafter referred to as the "LPA") agrees as follows:

(1) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

(2) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, or disability,

in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.

(3) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

(4) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or the Federal Highway Administration (hereinafter "FHWA") to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the LPA under the contract until the LPA complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs (1) through (5) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

- 11.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultants or contractors performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultants and contractors shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices or other intellectual properties, and in providing them to the PROJECT shall relinquish any such protections should they exist.

11.2 The LPA shall not allow its consultants or contractors to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant or contractor has provided for such use by suitable legal agreement with the owner of such copyright, patent or similar protection. A consultant or contractor making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.

11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.

12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.

12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.

12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any

such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the Revised Code.

13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

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

If to ODOT:

Matt Kendall, LPA Coordinator
Ohio Department of Transportation
1001 St. Marys Ave.
Sidney, Ohio 45365-0969

15. GENERAL PROVISIONS

15.1 Recovery of Overhead and Fringe Costs: .

The LPA shall select which of the following methods it will use for recovering indirect expenses associated with LPA labor on this project:

- Safe Harbor Rates (30% Fringe, 38% Overhead)
- Actual Costs (Fringe only)
- Current Cost Allocation Plan rate approved by ODOT Office of Audits
- LPA will not seek recovery of costs associated with Fringe and Overhead

The LPA shall meet all timekeeping requirements outlined in OMB Circular A-87 and the LATP Manual for any labor costs to be eligible for reimbursement with Federal aid funds.

Should the LPA exercise its option to recover indirect costs, it must follow the LATP Manual of Procedures.

15.2 *Audit Requirements:* The LPA shall comply with the audit requirements of 49 CFR Part 18.26 (Federal Single Audit Act) for any and all projects with a total cost of \$500,000 or more.

- 15.3 *Record Retention:* The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its books, documents, and records relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years after FHWA approves the LPA's final Federal voucher for reimbursement of PROJECT expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this contract.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

- 15.4 *Ohio Ethics Laws:* LPA agrees that it they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.
- 15.5 **[Conditional]** *State Property Drug-Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.6 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.7 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.8 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.9 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.10 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA: CITY OF PIQUA

**STATE OF OHIO
OHIO DEPARTMENT OF TRANSPORTATION**

By: _____

By: _____

Title: _____

Jerry Wray
Director

Date: _____

Date: _____

Attachment 1

PROJECT BUDGET – SOURCES AND USES OF FUNDS

USES	LPA FUNDS			FHWA FUNDS			STATE FUNDS			TOTAL
	Amount	%	SAC	Amount	%	SAC	Amount	%	SAC	
PRELIMINARY DEVELOPMENT				\$45,987	100	4SC7				\$45,987
FINAL DESIGN, CONSTRUCTION PLANS & SPECIFICATIONS										
ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION										
PROJECT CONSTRUCTION COSTS				\$454,013	100	4SC7				\$454,013
INSPECTION										
TOTALS				\$500,000						\$500,000

Attachment 2

D07 SRTS MIA PIQUA INFRA
COUNTY-ROUTE-SECTION

93747
FID NUMBER

25912
AGREEMENT NUMBER

DIRECT PAYMENT OF CONTRACTOR

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's contractor shall be paid directly to the contractor in the prorata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously defined in this agreement, and shall indicate that the payment is to be made to the contractor. In addition, the invoice must state the contractor's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the contractor and those that are to be made to the LPA.

We, the City of Piqua request that all payments for the Federal/State share of the construction costs of this agreement performed by _____ be paid directly to
(CONTRACTOR'S NAME)

(CONTRACTOR'S NAME)

Contractor Name:
Oaks Vendor ID:
Mailing Address:

LPA signature

LPA Name:
Oaks Vendor ID:
Mailing Address:

Approved, ODOT signature

RESOLUTION NO. R-100-13

**A RESOLUTION AWARDING A
CONTRACT TO CHRISTY
CONSTRUCTION FOR THE 2013
SIDEWALK ADA COMPLIANCE
PROGRAM**

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 2013 Sidewalk ADA Compliance Program; and

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

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

SEC. 1: A contract is hereby approved with Christy Construction as the lowest, responsible bidder for the 2013 Sidewalk ADA Compliance Program and the City Manager is hereby authorized to execute a contract with said bidder pursuant to contract specifications.

SEC. 2: The Finance Director certifies that funds are available and is hereby authorized to draw her warrant from time to time on the appropriate account of the city treasury in payment according to contract terms, not exceeding a total of \$46,100.

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	June 18, 2013		
REPORT TITLE (Should match resolution/ordinance title)	A Resolution awarding a contract to Christy Construction for the 2013 Sidewalk ADA Compliance Program.		
SUBMITTED BY	Name & Title: Amy L. Havenar, City Engineer		
	Department: Engineering		
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 type="checkbox"/> Other:
BACKGROUND (Includes description, background, and justification)	On June 7, 2013, three bids were received for the 2013 Sidewalk ADA Compliance Program (see attached Exhibit A). In general, the work will consist of the installation of concrete curbing, sidewalk, and truncated dome pavers at radii and other miscellaneous locations along the streets to be resurfaced as a part of the 2013 Street Resurfacing Program.		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$46,000	
	Expenditure \$:	\$46,100 (includes 10% contingency)	
	Source of Funds:	Street Income Tax (103 Fund)	
	Narrative:	This resolution includes a 10% contingency for items of work which may be required which are not included in the original plans and specifications.	
OPTIONS (Include Deny /Approval Option)	1.	Approve the resolution and complete our 2013 Sidewalk ADA Compliance Program.	
	2.	Do not approve the resolution and do not complete any handicap ramp installation and ultimately, do not complete the 2013 Street Resurfacing Program.	
PROJECT TIMELINE	All of the work is anticipated to be complete within 45 day after issuing the Notice to Proceed.		
STAFF RECOMMENDATION	Approve the resolution to allow the completion of the 2013 Sidewalk ADA Compliance Program		
ATTACHMENTS	Bid Tabulation (Exhibit A)		

EXHIBIT A

CITY OF PIQUA
SIDEWALK ADA COMPLIANCE
BID TABULATION

General Info

Number: 13-09
 Description: CITY OF PIQUA - SIDEWALK ADA COMPLIANCE PROJECT
 In general, the Work consists of the installation of concrete curbing, sidewalk, and truncated dome pavers at radii and other miscellaneous locations along the streets to be resurfaced.

Deadline: 6/7/2013
 Engineer's Estimate: \$45,500

Proposal Page - Item List		Christy Construction		Grissom Construction, LLC		L.J. DeWeese Co., Inc.				
Item Number	Description	Quantity	Units	Fixed Price	Unit Total	Extension	Unit Price	Extension		
1	CONCRETE WALK REMOVED	2501.0000	S.F.	no	\$ 3.00	\$ 7,503.00	1.00	\$ 2,501.00		
2	CURB REMOVED, CITY OF PIQUA TYPE 1	267.0000	L.F.	no	8.00	2,136.00	4.00	1,068.00		
3	CURB REMOVED, TYPE 6	253.8000	L.F.	no	8.00	2,030.40	4.00	1,015.20		
4	CURB & GUTTER REMOVED	20.8000	L.F.	no	8.00	166.40	4.00	83.20		
5	6" CONCRETE WALK, AS PER PLAN	2501.0000	S.F.	no	3.00	7,503.00	4.50	11,254.50		
6	CAST IRON CURB RAMP W/ TRUNCATED DOMES, A-46.0000	EACH		no	180.00	8,280.00	325.00	14,950.00		
7	CITY OF PIQUA TYPE 1 CURB	267.0000	L.F.	no	19.00	5,073.00	20.00	5,340.00		
8	CITY OF PIQUA TYPE 6 CURB	253.8000	L.F.	no	19.00	4,822.20	20.00	5,076.00		
9	CITY OF PIQUA TYPE 2 CURB & GUTTER	20.8000	L.F.	no	19.00	395.20	20.00	416.00		
10	TRAFFIC CONTROL	1.0000	LUMP	no	4,000.00	4,000.00	1,300.00	1,300.00		
Total:					\$	41,909.20	\$	43,003.90	\$	73,034.45