

**REGULAR PIQUA CITY COMMISSION MEETING**  
**TUESDAY, JULY 7, 2015**  
**7:30 P.M. – COMMISSION CHAMBER – 2<sup>nd</sup> FLOOR**  
**201 WEST WATER STREET**  
**PIQUA, OHIO 45356**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL**

**PRESENTATION BY NATHAN BURKHOLDER - PIQUA ACTIVITY DAY**

**REGULAR CITY COMMISSION MEETING**

**CONSENT AGENDA**

1. **APPROVAL OF MINUTES**

Approval of the minutes from the Regular Piqua City Commission Meeting of June 16, 2015

**OLD BUSINESS**

2. **ORD NO. 7-15** (2<sup>nd</sup> Reading-Amended)

An Emergency Ordinance repealing Sections 94.23, 94.24 and 94.26 of Chapter 94 and adopting new sections 94.23, 94.24, and 94.26 of the Piqua Municipal Code

**NEW BUSINESS**

3. **RES. NO. R-102-15** (Public Hearing)

A Resolution accepting for statutory purposes a budget for the calendar year 2016

4. **RES. NO. R-103-15**

A Resolution awarding a contract to L.J. DeWeese Co. Inc., for the construction of the Safe Routes to School Improvement project

5. **RES. NO. R-104-15**

A Resolution awarding a contract to Underground Utilities, Inc. for the Garbry Road Water Main Extension project

6. **RES. NO. R-105-15**

A Resolution awarding a contract to Grissom Construction, LLC for the Garnsey Street Sidewalk Replacement project

7. **RES. NO. R-106-15**

A Resolution to authorize a contract for the demolition of 102 S. Main Street

**PUBLIC COMMENT**

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

**CITY MANAGER'S REPORT**

**COMMISSIONERS COMMENT**

**ADJOURNMENT**

**MINUTES**  
**PIQUA CITY COMMISSION**  
**Tuesday, June 16, 2015 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, Wilson, and Martin. Absent: Vogt.

Moved by Commissioner Martin, seconded by Commissioner Terry to excuse Commission Vogt from the June 16, 2015 Regular City Commission Meeting. Voice vote, Aye: Martin, Fess, Wilson, and Terry. Nay: None.

**REGULAR CITY COMMISSION MEETING**

**PROCLAMATION –PIQUA FOURTH OF JULY ASSOCIATION**  
**ACCEPTING: DIANE MILLER, AL FLEDDERMAN, ED MAN & JEFF MARCONETTE**

Mayor Fess read the proclamation and presented to Diane Miller, Al Fledderman, Ed Mann, and Bobbie Boyd thanking them for their long time commitment to the 4<sup>th</sup> of July celebration in the City of Piqua.

Diane Miller, president of the Fourth of July Association, thanked the City of Piqua, the employees, and the citizens of Piqua who have helped and supported them to make the Fourth of July celebration a success over the last 50 years.

**PRESENTATION BY PIQUA NATIONAL GUARD – SARGENT JOHN HAMPTON**

Sargent First Class Robert Shadic, Sargent John Hampton, and Staff Sargent Brian Crawford, members of the Piqua National Guard Armory came forward and provided a brief history of the Piqua Unit and presenting the City of Piqua with a framed picture of an American Flag with the many faces of citizen soldiers in the flag. Mayor Fess and City Manager Huff accepted the picture thanking them for their service to the country, further stating it will be displayed very proudly in the Municipal Government Complex.

**PIQUA BIKE CHALLENGE UPDATE**

City Planner Chris Schmiesing and Jim Hemmert provided a brief update on the Bike to Work Week Awards and read off the names of the participants and the number of miles they logged. The Silver Pedal Awards were presented to the winners of the Large Business, Small Business Individual and Student category. Miami Valley Steel was the winner in the Large Business category logging 2078 miles, Piqua Family Practice was the winner in the Small Business category logging in 592 miles, Mike Treon of Treon's Barber Styling was the winner in the Individual Category logging in 839 miles, and Bennett School was the winner in the Student category logging in 750 miles.

Also local citizens rode a quite a large number of miles, with the total of 73 participants they totaled over 8884 miles, making Piqua #8 Nationally in the National Bike Challenge.

Elizabeth and Mike Gutmann co-chairs of the Bicycling Summit came forward and provided a brief overview of the Summit held in Piqua at the Fort Piqua Plaza on May 21, 2015. The Gutmann's praised City Planner Chris Schmiesing for his leadership skills and vision, further thanking the City of Piqua for their support.

Mayor Fess stated the Bicycling Summit was amazing, thanking Elizabeth and Mike Gutmann for their leadership, Chris Schmiesing and all of the volunteers who help make it a great success.

**Consent Agenda**

**Approval of Minutes**

Approval of the minutes from the June 2, 2015 Regular Piqua City Commission Meeting.

**RES. NO. R-94-15**

A Resolution of Appreciation for the Public Service of James D. Drieling as a City Employee

Mayor Fess read the Resolution and presented it to Mr. Drieling thanking him for his 25 years of service to the citizens of Piqua. Mr. Drieling thanked the City of Piqua.

Moved by Commissioner Martin, seconded by Commissioner Terry, to approve the Consent Agenda. Voice vote, Aye: Fess, Terry, Martin, and Wilson. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No.R-94-15 adopted.

**NEW BUSINESS**

**ORD.NO. 7-15**

An Emergency Ordinance repealing Sections 94.23, 94.24 and 94.26 of Chapter 94 and adopting new section 94.23, 94.24, and 94.26 of the Municipal Code

Law Director Stacy Wall provided the Staff Report.

After considering another matter, the City Commission observed that the curfew hours in the various City parks are inconsistent and requested review and amendment for consistency. In reviewing the sections listed they were found to be incomplete and not current and in need of a rewrite.

Commissioners asked several questions about the issue of smoking in the city parks and asked if signage could be placed at the parks, and smoking pots put at the entrances. Commissioner Terry was concerned mostly about smoking around the playground areas with the mulch.

Ms. Wall stated she will look at the current Ordinance and rewrite the sections and present it at the next Commission meeting.

**PUBLIC COMMENT**

No one came forward to speak for or against Ordinance No. 7-15.

Ordinance No, 7-15 was given a first reading.

**RES. NO. 95-15**

A Resolution to adopt the Solid Waste Management Plan for the Miami County Solid Waste Management District

Amy Welker. Health & Sanitation Director provided the Staff Report.

The City of Piqua is located within the jurisdiction of the Miami County Solid Waste Management District. The District Policy Committee prepared and adopted a final draft of the Solid Waste Management Plan in accordance with the Ohio Revised Code Sections 3734.52, 3734.54, and 3734.55.

Commissioners asked several questions regarding monthly recycling totals, how residents were informed of the recycling program, and if residents had to use the new large containers, or could they use a smaller container.

**PUBLIC COMMENT**

Al Fledderman, Harney Drive, came forward and voiced his concern about the new larger container stating it is very hard for some residents to handle and store the containers.

Ms. Welker stated she would look into getting a smaller container.

Commissioner Wilson asked if it would be possible to get more recycling information out again to the residents. Ms. Welker stated the recycling information is on the city web site, and flyers were sent out previously.

Moved by Commissioner Wilson, seconded by Commissioner Terry, that Resolution No.95-15 be adopted. Roll Call, Aye: Fess, Wilson Terry, and Martin. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-95-15 adopted.

**RES. NO. R- 96-15**

A Resolution fixing the time and place for a Public Hearing on the proposed City Tax Budget for Miami County for the calendar year 2016 and Draft Appropriation Ordinance

Cynthia Holtzapple, Finance Director, presented the Staff Report.

Section 5705.18 of the Revised Code required that the Commission adopt a tax budget for the next succeeding year on or before July 15, and Charter Section 49 required the submission of the draft of and appropriation ordinance based upon said budget. A Public Hearing on the proposed City Tax Budget for Miami County for the year 2016 and the draft appropriation Ordinance will be held at the next regular City Commission Meeting of July 7, 2015 at 7:30 P.M.

**Public Comment**

No one came forward to speak for or against Resolution No. R-96-15

Moved by Commissioner Martin, seconded by Commissioner Terry, that Resolution R-96-15 be adopted. Roll call, Aye: Martin, Terry, Fess, and Wilson. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-96-15 adopted.

**RES. NO. R-97-15**

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

Chris Schmiesing, City Planner, provided the Staff Report.

The 4<sup>th</sup> of July Association desires to utilize portions of Fountain Park to host a community festival in celebration of Independence Day. The event will take place on July 4 and 5m 2015 and utilize the Hance Pavilion, Hardman Field, Fountain Park volleyball courts and the part of Fountain Park between and including the hardball diamond and the dining hall. The event traditionally includes amusement rides and games, and food vendors which are subject to certain license and permitting requirements. City staff and equipment will support the event by providing assistance with street closure, refuse management, and various activities, stated Mr. Schmiesing.

The City Manager is authorized to permit the Piqua Fourth of July Association the use of Hance pavilion, Hardman Field, the Fountain Park volleyball courts and part of Fountain Park including the hardball diamond and the dining hall, on July 4 and 5<sup>th</sup>. The Piqua Fourth of July Association must obtain liability insurance satisfactory to the City Manager per the terms of the Lease Agreement and must comply with all terms of the Lease as set by the City. The rental fee for the lease shall be a \$1.00 and other valuable consideration, stated Mr. Schmiesing.

**PUBLIC COMMENT**

No one came forward to speak for or against Resolution No. R-97-15.

Moved by Commissioner Terry, seconded by Commissioner Martin, that Resolution No, R-97-15 be adopted. Roll call, Aye: Wilson, Terry, Martin, and Fess. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-97-15 adopted.

**RES. NO. R-98-15**

An Emergency Resolution to amend the contract with J & J Schlaegel, Inc. for the off-site pipeline project

Don Friesthler, Water Plant Superintendent, provided the Staff Report.

The off-site pipeline portion of the new Water Treatment Plant Project will allow for the construction of new raw water lines, finished water lines, and a new sludge line along SR 66. This project is needed to tie pipelines for the new Water Treatment Plant into our existing system.

The original project was bid with the understanding that a complete detour of State Route 66 was acceptable. After much consideration by City Staff, it was decided that being able to keep a constant flow of traffic through this area would be more beneficial to everyone.

This amendment will allow one lane of traffic to be maintained during the 20 months of construction. The change in traffic pattern must be in compliance with ODOT regulations. This will help ensure the safety of both workers and drivers in the area.

Jersey barriers will be put in place to allow one of lane of traffic to be separated from workers. Traffic signals at both ends of the project will allow traffic to flow in one direction at a particular time through this lane. The work zone will be moved throughout the project to coordinate with the work area as needed. This is an emergency Resolution due to the construction time lines, stated Mr. Friesthler.

Commissioner asked several questions and Mr. Friesthler provided the answers to all questions.

**PUBLIC COMMENT**

No one came forward to speak for or against Resolution No. R-98-15.

Moved by Commissioner Martin, seconded by Commissioner Terry, that Resolution No, R-98-15 be adopted. Roll call, Aye: Fess, Terry, Martin, and Wilson. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution R-98-15 adopted.

**RES.NO. R-99-15**

A Resolution requesting authorization for the purchase of a new gate for the Hydraulic Canal at Swift Run Lake

Don Friesthler, Water Plant Superintendent provided the Staff Report.

The current gate that separates Swift Run Lake from them hydraulic canal no longer works as needed, and is very difficult to raise or lower and does not seal properly. This gate is a critical for the isolation of Swift Run Lake in case of a catastrophic event with the hydraulic canal. Three price quotes were received and RW Gate Company was the lowest price.

**PUBLIC COMMENT**

No one came forward to speak for or against Resolution No. R-99-15.

Moved by Commissioner Wilson, seconded by Commissioner Terry, that Resolution No. R-99-15 be adopted. Roll call, Aye: Wilson, Martin, Terry, and Fess. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-99-15 adopted.

**RES. NO. R-100-15**

A Resolution requesting authorization for the installation of a new gate for the Hydraulic Canal at Swift Run Lake

Don Friesther, Water Plant Superintendent, provided the Staff Report.

Installation of the gates requires the level of the lake and the canal to be lowered. The installation will be coordinated with other work for the new water treatment plant by Peterson Construction Company. By combining the gate project with the other work being done the city will save approximately \$50,000. Due to the dynamics of the project there is not a definite start date for the project to begin at this time, stated Mr. Friesther.

Commissioners asked several questions regarding the lowering of the water and the installation of the gate. Mr. Friesther answered all questions.

**PUBLIC COMMENT**

No one came forward to speak for or against Resolution No. R-100-15.

Moved by Commissioner Terry, seconded by Commissioner Wilson, that Resolution No. R-100-15 be adopted. Roll call, Aye: Terry, Martin, Fess, and Wilson. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-100-15 adopted.

**RES. NO. R-101-15**

A Resolution approving the Community Development Block Grant (CDBG) Community Development Allocation Program and Critical Infrastructure Program Applications for Program Year 2015 and authorizing the City Manager to submit the applications to the Ohio Development Services Agency, Office of Community Development

Nikki Reese, Development Program Manager provided the Staff Report.

Each year the city receives an allocation from the Ohio Development Services Agency, Office of Community Development to implement local activities through the Community Development Block Grant (CBDG) program. The allocation for 2015 is \$75,000. The city is also eligible to submit a CBDG Critical Infrastructure Program at the same time to assist eligible communities with high-priority, single-purpose infrastructure improvements. The maximum grant funding is \$300,000.

On February 25, 2015 the 1<sup>st</sup> Public hearing was held to review CDBG Programs. On April 7, 2015 a Community Development Implementation Strategy Committee meeting was held to prioritize potential CDBG Projects. The proposed project is new water meters in the Southview Neighborhood. The new water meters will be read by a radio receiver that the meter reader will hold outside the city vehicle.

70% of the funding for the Southview Water Meter Replacement Project is from grant funding and 30% of the funding is from the City of Piqua water funds, stated Ms. Reese.

The City will be notified in August if the Critical Infrastructure Grant is funded. There are two other potential CDBG projects that have been identified as back up plans if the meter is not funded.

Shane Johnson, Underground Utility Director explained how the new meters will work and how the readings will be taken.

Commissioners asked several questions regarding the new meters and how they will be implemented.

**PUBLIC COMMENT**

No one came forward to speak for or against Resolution No. R-101-15.

Moved by Commissioner Martin, seconded by Commissioner Terry, that Resolution No. R-101-15 be adopted. Roll Call, Aye: Martin, Fess, Wilson, and Terry. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-101-15 adopted.

#### **MONTHLY REPORTS – APRIL 2014**

Monthly Reports for April 2015 were accepted.

#### **PUBLIC COMMENT**

Bill Jaqua, N. Sunset Drive, came forward and voiced his concern over the Point of Economic View in the City of Piqua, and his concerns on the downtown businesses.

Brad Boehringer, Mound Street, came forward stating Piqua is starting to become a vibrant community, and he is proud to a resident of the City of Piqua as they are moving in the right direction by keeping a positive outlook.

Al Fledderman, Harney Street, stated he has lived in Piqua for 31 years and loves it in Piqua.

Mr. Fledderman further stated he will be sitting in the “Dunking Tank” Sunday, July 5<sup>th</sup> from 4:00 – 5:00 P.M. at Fountain Park at the 4<sup>th</sup> of July Celebration, and invited citizens to come out and take a shot at him.

#### **City Manager’s Report**

City Manager Huff announced the Piqua Municipal Swimming Pool opened Saturday, June 13, 2015.

City Manager Huff stated the city had great participation in the Miami Valley Cycling Summit with over 500 attendees, and the I Love Piqua Community Workshop with over 350 attendees. Both of these events attracted a large number of people to the community.

City Manager Huff further explained the I love Piqua series, and what the purpose is. A lot of great events will be coming soon.

The first Rock Piqua Concert will take place on June 20<sup>th</sup> at Lock 9 Park from 7:00 – 11:00 P.M.

Chris Schmiesing has been a real champion for these projects, and the city departments are very involved with these projects to.

City Manager Huff further stated he hopes the citizens appreciate the expertise of Don Friesthler and his staff in the Water Department, as they are very good at what they do, and we are fortunate to have them.

Mayor Fess stated she has heard from staff members the City Manager’s leadership is encouraging to them, and the job Mr. Huff does certainly makes them want to work hard for him.

#### **Commissioners Comments**

Commission Martin congratulated all of the Bicyclist, Mike and Liz Gutmann, and Chris Schmiesing on their work on the Bicycle Summit.

Commissioner Martin encouraged citizens to attend the Rock Piqua Concert, also congratulated the 4<sup>th</sup> of July committee for all the years of service to the citizens of Piqua, and wished them the best this year.

Commissioner Terry thanked the bicyclist, and the 4<sup>th</sup> of July Committee for all their hard work.

Commissioner Terry announced Camp Laugh-A-Lot, sponsored by the Piqua Optimist Club will be held on June 22-26 for children ages 6-12 can participate. Registration at 773-6698 or www.laughalotcamps.com.

The Salvation Army provides a meal in the summer for children on a daily basis. Each Saturday during the month of July they will be having a Christmas in July bell ringing campaign at the Piqua Kroger Store to raise funds for that project, stated Commissioner Terry.

Commissioner Wilson stated he appreciates all the work the 4<sup>th</sup> of July Association has done over the years.

Commissioner Wilson congratulated the Bike Summit committee stating they did a great job, and also congratulated Mike and Liz Gutmann on the outstanding job they did to promote the City of Piqua, and thanked all the volunteers who supported and worked to make it a great event.

Commissioner Wilson encouraged citizens to attend the Rock Piqua Concert as they showcase the City of Piqua.

Mayor Fess thanked the 4<sup>th</sup> of July Committee and all of the volunteers for all they have done over the years. The City will strive to provide a great 4th of July Celebration in 2016.

Mayor Fess congratulated Jim Drieling on his service to the City of Piqua.

Mayor Fess mentioned at the Bicycle Summit Dayton Mayor Nan Walley introduce her to the Mayor of Pittsburg, who stated "what a beautiful city you have, so charming and unique". Mayor Fess stated she appreciates the comments made by both Mayors.

Moved by Commissioner Martin, seconded by Commissioner Terry, to adjourn from the Regular Commission Meeting at 9:15 P.M. Voice vote, Aye: Martin, Wilson, Terry, and Fess. Nay: None.

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

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

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

**AMENDED ORDINANCE NO. 7-15**

**AN EMERGENCY ORDINANCE REPEALING SECTIONS 94.23, 94.24 AND 94.26 OF CHAPTER 94 AND ADOPTING NEW SECTIONS 94.23, 94.24 and 94.26 OF THE PIQUA MUNICIPAL CODE**

WHEREAS, in considering another matter, the City Commission observed that the curfew hours in the various City parks are inconsistent and requested review and amendment for consistency; and

WHEREAS, in reviewing the sections herein, the sections were incomplete and not current and thus in need of a rewrite.

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

SECTION 1. That the City of Piqua hereby repeals Sections 94.23, 94.24 and 94.26 of Chapter 94 in their entirety and adopts new Sections 94.23, 94.24 and 94.26 as set forth below:

**§ 94.23 CURFEW AND PROHIBITIONS ON USE OF PARKS AND GAZEBO.**

(A) No person shall do any of the following in Heritage Green, Das Park, Shawnee Park, Armory Park, Robert M. Davis Memorial Park, Rowan Park, North Main Street Park, Goodrich Giles Park, Roadside Park, Hollow Park, Veterans Park, Kiwanis Park, Public Square Park and gazebo and Veterans Memorial Way (bounded by Market and High Streets and Wayne Street), Mote Park, High Street Park, Park Ridge Place Park, Fountain Park, Pitsenbarger Park or any other public park designated by signage by the City of Piqua, the tennis courts or the municipal golf course:

- (1) Enter or remain in the parks between dusk and 7:00 a.m. of the following day.
  - (a) On all lighted softball, baseball, football, or soccer fields, no inning (or equivalent period) will start after 10:30 p.m. except at tournament time; then, the game in progress may be completed.
- (2) Ignite or maintain any fire except in designated areas in accordance with fire laws.
- (3) Camp.
- (4) Park motor vehicles except in designated parking areas.
- (5) Hunt (excluding fishing), trap, or otherwise injure any animal.
- (6) Sell or offer for sale any article, privilege or service.
- (7) Excavate, dig or remove sod, turf or soil.
- (8) Use any type of metal detection device.
- (9) Possess or consume any alcoholic beverage.
- (10) Golf except at the golf course.

(B) All dogs shall be leashed at all times in any of the public parks. The person in control of the dog shall remove any waste from the dog.

(C) Any of the prohibitions listed in Section (A)(1)-(10) may be permitted with prior City approval if the City Manager finds good cause and issues a permit for the activity.

**§ 94.24 REGULATIONS FOR PUBLIC FACILITIES AND PARKS.**

(A) Rules and regulations shall be established for the rental of the Mote Park Community Center, Fountain Park Dining Hall and the Hance Pavilion. All rules and regulations shall be reviewed by the Park Board and approved by the City Manager. All renters shall receive a copy of the rules and regulations upon rental. Such rules and regulations shall include the possibility of the security deposit being forfeited for non-compliance.

(B) *Community swimming pool.* Hours of operation will be set prior to May 1 by the City Manager. The pool manager may change hours due to inclement weather, when attendance falls below the designated minimum or when the temperature is less than 70°F. The city reserves the right to set special hours as deemed necessary by the City Manager.

(1) Rules of conduct and regulations regarding the pool shall be established and approved by the City Manager. All rules and regulations shall be made available to every patron and provided to every member.

(C) *Smoking in parks.*

1. *Pitsenbarger Park.* Smoking will only be permitted in the parking lots. All other areas will be deemed non-smoking, including all of the athletic fields, bleachers and the swimming pool.

2. *Fountain Park.* There will be no smoking permitted in the bleachers or within 50 feet of the fence at Hardman Field. Hance Pavilion, which is already non-smoking inside, will not allow smoking on the concrete walkway, which abuts to the fence of the facility.

3. *Mote Park Softball Fields.* There will be no smoking permitted in the bleachers or within 50 feet of the fence.

4. All other City parks shall permit smoking in designated areas only, which shall be designated by signage. In no park shall there be smoking within 50 feet of a playground or within 50 feet of the entrance to a building or within 50 feet of the parameter of a picnic shelter or other structure.

5. A violation of Section 94.24(C) is a first degree misdemeanor, punishable by a fine up to \$1,000 and or six months in jail.

**§ 94.25 [RESERVED]**

**§ 94.26 CURFEW AND PROHIBITIONS ON USE OF THE LINEAR PARK.**

(A) The Linear Park shall include those areas designated by the city as French Park, Lock 9 Park, the property owned, leased, or otherwise controlled by the city and comprising the bike trail and adjacent land on the current and former Hydraulic Canal as designated by the city including the connector to the Greene Street Section, and all the real property from the western boundary of the city, as amended from time to time, to the

eastern boundary of the city, as amended from time to time, in which said description can be obtained from the City Engineer's Office.

(B) No person shall do any of the following while in the Linear Park:

(1) Enter or remain in or on any section of the Linear Park from dusk until dawn. This section does not apply to persons attending organized activities in the Linear Park previously approved by the city.

(2) Operate or possess any motorized vehicles on or in the Linear Park except in designated parking areas. The use of the Linear Park shall be limited to bicycles, walking, jogging, wheelchairs (motorized or other wheelchairs), snow skis, skates, skateboards, and non-motorized scooters. Emergency, law enforcement, and vehicles necessary for the maintenance of the Linear Park are exempted from the prohibition of motorized vehicles.

(3) Block, impede, or obstruct the safe passage of emergency, law enforcement, or maintenance vehicles.

(4) Permit the presence of any animal, other than a domesticated dog. All domestic dogs must be leashed. Owners are required to clean and remove any solid waste deposited by their animals(s).

(5) Fish or angle from the bridge crossing the Great Miami River east of Lock 9 Park or from any stoned, paved or finished surface of Linear Park unless designated by the city for angling.

(6) Occupy any space outside or on top of the fenced area on the bridge crossing the Great Miami River and the bridge over College Street.

(7) Possess or consume any alcoholic beverages.

(8) Smoke or use tobacco products or possess an open flame on the bridge over the Great Miami River, the bridge over College Street, or the tunnel under Sunset Drive.

(9) Operate any vehicle, or bicycles, on or atop the designated spillway bridges. Emergency, law enforcement, wheelchairs and vehicles necessary for the maintenance of the Linear Park are exempt from this prohibition.

(10) Enter onto any designated section of linear park when gates are closed or sign is posted prohibiting use of that section of the linear park due to high water.

(11) Enter any drainage pipe culverts that cross the linear park.

(12) Walk, skate, skateboard or ride on any walls, rails, curbs or other fixtures not intended for said usage. Skateboards and skates are not permitted on the grooved portion of the bicycle steps on the west side of the Great Miami River bridge.

(C) Users of the Linear Park shall be considered recreational users as defined by R.C. § 1533.18, as amended, and the city shall assume no liability for damage or injury to persons or property while using Linear Park.

(D) Whoever violates this section is guilty of a minor misdemeanor. If an offender has been previously convicted of this section or persists in violation of this section after repeated warnings, then the violation is a misdemeanor of the fourth degree.

**SECTION 2.** All other sections of Chapter 94 of the Piqua Municipal Code not amended herein shall remain in effect as is.

SECTION 3. This Ordinance is declared an emergency for the immediate preservation of the public peace, health or safety in the City of Piqua and so that the City of Piqua may enforce the correct curfew times during the longer daylight hours.

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

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

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

**PUBLIC HEARING  
RESOLUTION NO. R-102-15**

**A RESOLUTION ACCEPTING FOR STATUTORY  
PURPOSES A BUDGET FOR THE CALENDAR YEAR  
2016**

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 "2016 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 2016 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 2016 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 2016 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

<b>MEETING DATE</b>	July 7, 2015		
<b>REPORT TITLE</b> (Should match resolution/ordinance title)	A Resolution Accepting for Statutory Purposes a Budget for the Calendar Year 2016.		
<b>SUBMITTED BY</b>	Name & Title: Cynthia A. Holtzapple, Asst. City Manager & Finance Director Department: Finance		
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
<b>APPROVALS/REVIEWS</b>	<input checked="" type="checkbox"/> City Manager		<input 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:
<b>BACKGROUND</b> (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, 2015. We must first have the Resolution approved by our City Commission with advertising and public hearing being properly conducted.		
<b>BUDGETING AND FINANCIAL IMPACT</b> (Includes project costs and funding sources)	Budgeted \$:		
	Expenditure \$:		
	Source of Funds:	Annual Budget	
	<b>Narrative:</b>	See attached letter for detail.	
<b>OPTIONS</b> (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.		
<b>PROJECT TIMELINE</b>	Need to file approved Resolution with Miami County by July 20, 2015		
<b>STAFF RECOMMENDATION</b>	Approve Resolution as proposed.		
<b>ATTACHMENTS</b>	1.Tax Budget dated July 7, 2015. 2.Draft Ordinance to make Appropriations for The City of Piqua for the calendar year 2016		



## FINANCE DEPARTMENT

201 West Water Street • Piqua, Ohio 45356  
(937) 778-2065 • FAX (937) 778-1130  
www.piquaoh.org

June 30, 2015

Mr. Gary Huff  
City Manager

RE: Year 2016 County Tax Budget and Draft Appropriation Ordinance

The 2016 County Tax Budget was prepared based upon information obtained from the individual city departments and City administration.

The total 2016 tax budget is projected to be \$144.4 million; an increase of \$7.2 million, or 5.3% more than the latest 2015 estimates due to several major projects in the Enterprise funds. The major reasons for the net \$7.2 million increase are as follows:

<u>GENERAL FUND</u>	<u>AMOUNTS OF CHANGE YEAR 2016 VERSUS 2015</u>
General – Operations	(\$0.3) million decrease
Safety Services – Operations	\$0.5 million increase
<u>General Fund Total</u>	<u>\$0.2 million increase</u>
 <u>SPECIAL REVENUE FUNDS</u>	
Street Income Tax – Capital Projects	(\$1.3) million decrease
<u>Special Revenue Funds Total</u>	<u>(\$1.3) million decrease</u>
 <u>DEBT SERVICE FUNDS</u>	
Water Plant Construction Debt Service	(\$0.3) million decrease
Water Tower Construction Debt Service	\$0.7 million increase
Wastewater Plant Engineering Debt Service	\$3.6 million increase
<u>Debt Service Funds Total</u>	<u>\$4.0 million increase</u>

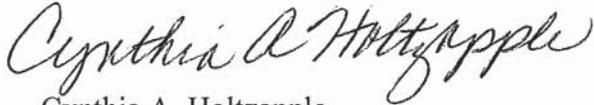
ENTERPRISE FUNDS

Power System – Operations	\$1.0 million increase
Water Plant - Operations	\$0.5 million increase
Wastewater Plant Engineering	\$3.6 million increase
Wastewater – Operations	(\$0.2) million decrease
Refuse – Operations	(\$0.3) million decrease
Stormwater – Operations	(\$0.3) million decrease
<u>Enterprise Funds Total</u>	<u>\$4.3 million increase</u>

**GRAND TOTAL**                      **\$7.2 million increase**

If you have any questions, please let me know.

Sincerely,



Cynthia A. Holtzapple  
Director of Finance

CITY OF PIQUA, OHIO  
2016 COUNTY TAX BUDGET

SUMMARY

		ACTUAL 2013	ACTUAL 2014	ESTIMATED 2015	PROPOSED 2016
<u>OPERATING FUNDS</u>					
TOTAL GENERAL FUND	Total Sources Available	\$ 32,241,622	\$ 31,987,110	\$ 32,050,614	\$ 30,559,160
	Total Expenses	23,289,576	23,486,085	25,940,333	26,164,317
	Balance as of 12/31	\$ 8,952,046	\$ 8,501,025	\$ 6,110,281	\$ 4,394,843
TOTAL ENTERPRISE FUNDS	Total Sources Available	\$ 54,086,147	\$ 58,092,743	\$ 85,343,359	\$ 89,655,239
	Total Expenses	39,175,625	42,518,964	70,782,700	74,939,389
	Balance as of 12/31	\$ 14,910,522	\$ 15,573,779	\$ 14,560,659	\$ 14,715,850
TOTAL OPERATING FUNDS (GENERAL PLUS ENTERPRISE)	Total Sources Available	\$ 86,327,769	\$ 90,079,853	\$ 117,393,973	\$ 120,214,399
	Total Expenses	62,465,201	66,005,049	96,723,033	101,103,706
	Balance as of 12/31	\$ 23,862,568	\$ 24,074,804	\$ 20,670,940	\$ 19,110,693
+++++					
<u>TOTAL SPECIAL REVENUE FUNDS</u>	Total Sources Available	\$ 11,745,499	\$ 11,968,856	\$ 14,865,078	\$ 13,480,696
	Total Expenses	5,596,658	5,653,827	10,456,566	9,165,179
	Balance as of 12/31	\$ 6,148,841	\$ 6,315,029	\$ 4,408,512	\$ 4,315,517
<u>TOTAL INTERNAL SERVICE FUNDS</u>	Total Sources Available	\$ 4,093,914	\$ 4,317,356	\$ 4,503,540	\$ 4,035,454
	Total Expenses	753,015	1,034,317	1,588,587	1,677,612
	Balance as of 12/31	\$ 3,340,899	\$ 3,283,039	\$ 2,914,953	\$ 2,357,842
<u>TOTAL FIDUCIARY FUNDS</u>	Total Sources Available	\$ 161,210	\$ 162,026	\$ 186,447	\$ 185,463
	Total Expenses	149,903	150,580	176,000	181,000
	Balance as of 12/31	\$ 11,307	\$ 11,446	\$ 10,447	\$ 4,463
<u>TOTAL CONSTRUCTION FUNDS</u>	Total Sources Available	\$ -	\$ -	\$ 5	\$ 5
	Total Expenses	-	-	5	5
	Balance as of 12/31	\$ -	\$ -	\$ -	\$ -
<u>SPECIAL ASSESSMENTS PROJECTS (700'S)</u>	Total Sources Available	\$ 2,359	\$ 5,336	\$ 32,000	\$ 32,000
	Total Expenses	1,358	3,334	32,000	32,000
	Balance as of 12/31	\$ 1,001	\$ 2,002	\$ -	\$ -
<u>TOTAL DEBT SERVICE FUNDS</u>	Total Sources Available	\$ 1,917,431	\$ 2,165,861	\$ 28,635,350	\$ 32,695,031
	Total Expenses	1,448,595	1,760,692	28,183,886	32,226,707
	Balance as of 12/31	\$ 468,836	\$ 405,169	\$ 451,464	\$ 468,324
-----					
<u>GRAND TOTAL ALL FUNDS</u>	Total Sources Available	\$ 104,248,182	\$ 108,699,288	\$ 165,616,393	\$ 170,643,048
	Total Expenses	70,414,730	74,607,799	137,160,077	144,386,209
	Balance as of 12/31	\$ 33,833,452	\$ 34,091,489	\$ 28,456,316	\$ 26,256,839

CITY OF PIQUA, OHIO  
2016 COUNTY TAX BUDGET

		ACTUAL 2013	ACTUAL 2014	ESTIMATED 2015	PROPOSED 2016
<b><u>GENERAL FUND</u></b>					
GENERAL (001)	Total Sources Available	\$ 13,401,037	\$ 13,462,191	\$ 12,885,917	\$ 10,758,988
	Total Expenses	5,266,218	5,516,419	7,067,074	6,721,086
	Balance as of 12/31	\$ 8,134,819	\$ 7,945,772	\$ 5,818,843	\$ 4,037,902
NEIGHBORHOOD IMPROV. TEAM (104)	Total Sources Available	\$ 126,941	\$ 76,191	\$ 190,784	\$ 190,784
	Total Expenses	86,344	72,552	187,145	150,000
	Balance as of 12/31	\$ 40,597	\$ 3,639	\$ 3,639	\$ 40,784
PARK DEPT. (105)	Total Sources Available	\$ 728,426	\$ 704,209	\$ 675,324	\$ 591,041
	Total Expenses	560,367	595,326	604,724	509,889
	Balance as of 12/31	\$ 168,059	\$ 108,883	\$ 70,600	\$ 81,152
SAFETY (106)	Total Sources Available	\$ 8,815,959	\$ 8,942,993	\$ 9,452,331	\$ 9,934,411
	Total Expenses	8,225,476	8,515,925	9,243,183	9,705,342
	Balance as of 12/31	\$ 590,483	\$ 427,068	\$ 209,148	\$ 229,069
TREE DONATION FUND (107)	Total Sources Available	\$ 768	\$ -	\$ -	\$ -
	Total Expenses	768	-	-	-
	Balance as of 12/31	\$ -	\$ -	\$ -	\$ -
DUI EDUCATIONAL FUND (109)	Total Sources Available	\$ 11,077	\$ 11,632	\$ 6,017	\$ 1,030
	Total Expenses	-	6,000	5,372	1,000
	Balance as of 12/31	\$ 11,077	\$ 5,632	\$ 645	\$ 30
MAUSOLEUM FUND (110)	Total Sources Available	\$ 1,600	\$ 947	\$ 6,210	\$ 1,500
	Total Expenses	1,600	947	6,210	1,500
	Balance as of 12/31	\$ -	\$ -	\$ -	\$ -
PRO-PIQUA (128)	Total Sources Available	\$ 62,000	\$ 63,009	\$ 79,452	\$ 79,452
	Total Expenses	60,241	57,557	74,000	74,000
	Balance as of 12/31	\$ 1,759	\$ 5,452	\$ 5,452	\$ 5,452
POLICE AUXILIARY (120)	Total Sources Available	\$ 5,464	\$ 5,252	\$ 4,579	\$ 1,954
	Total Expenses	212	673	2,625	1,500
	Balance as of 12/31	\$ 5,252	\$ 4,579	\$ 1,954	\$ 454
INCOME TAX (407)	Total Sources Available	\$ 8,816,317	\$ 8,720,686	\$ 8,750,000	\$ 9,000,000
	Total Expenses	8,816,317	8,720,686	8,750,000	9,000,000
	Balance as of 12/31	\$ -	\$ -	\$ -	\$ -
SAFETY EQUIP. RESERVE (809)	Total Sources Available	\$ 272,033	\$ -	\$ -	\$ -
	Total Expenses	272,033	-	-	-
	Balance as of 12/31	\$ -	\$ -	\$ -	\$ -
<b>TOTAL GENERAL FUND</b>	Total Sources Available	\$ 32,241,622	\$ 31,987,110	\$ 32,050,614	\$ 30,559,160
	Total Expenses	23,289,576	23,486,085	25,940,333	26,164,317
	Balance as of 12/31	\$ 8,952,046	\$ 8,501,025	\$ 6,110,281	\$ 4,394,843
<b><u>SPECIAL REVENUE FUNDS</u></b>					
STREET DEPT. (101)	Total Sources Available	\$ 6,114,748	\$ 6,598,267	\$ 6,193,308	\$ 4,838,120
	Total Expenses	2,129,796	2,803,524	3,753,753	3,003,753
	Balance as of 12/31	\$ 3,984,952	\$ 3,794,743	\$ 2,439,555	\$ 1,834,367
STREET INCOME TAX (1/4%) (103)	Total Sources Available	\$ 5,007,445	\$ 4,914,156	\$ 7,550,898	\$ 7,127,991
	Total Expenses	3,008,833	2,610,067	5,669,716	4,669,716
	Balance as of 12/31	\$ 1,998,612	\$ 2,304,089	\$ 1,881,182	\$ 2,458,275
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	\$ 4,350	\$ 4,350	\$ 4,350	\$ 1,000
	Total Expenses	-	-	4,350	1,000
	Balance as of 12/31	\$ 4,350	\$ 4,350	\$ -	\$ -
CHIP 2012 (117)	Total Sources Available	\$ -	\$ -	\$ 200,000	\$ 526,000
	Total Expenses	-	-	200,000	526,000
	Balance as of 12/31	\$ -	\$ -	\$ -	\$ -
DISTRESS SET-ASIDE (118)	Total Sources Available	\$ -	\$ -	\$ -	\$ 375,000
	Total Expenses	-	-	-	375,000
	Balance as of 12/31	\$ -	\$ -	\$ -	\$ -

CITY OF PIQUA, OHIO  
2016 COUNTY TAX BUDGET

CHIP PROGRAM INCOME (119)	Total Sources Available	\$ 39,373	\$ 61,710	\$ 72,711	\$ 63,900
	Total Expenses	451	544	46,222	63,900
	Balance as of 12/31	\$ 38,922	\$ 61,166	\$ 26,489	\$ -
DEMOLITION DEFENSE FUND (126)	Total Sources Available	\$ 99,730	\$ 35,967	\$ 73,230	\$ 73,230
	Total Expenses	85,896	22,133	59,396	63,822
	Balance as of 12/31	\$ 13,834	\$ 13,834	\$ 13,834	\$ 9,408
CDBG BLOCK GRANT (122)	Total Sources Available	\$ 102,372	\$ 79,865	\$ 81,595	\$ 81,595
	Total Expenses	100,873	73,270	75,000	75,000
	Balance as of 12/31	\$ 1,499	\$ 6,595	\$ 6,595	\$ 6,595
BROWNFIELD EPA GRANT (131)	Total Sources Available	\$ -	\$ -	\$ 467,796	\$ 200,000
	Total Expenses	-	-	467,796	200,000
	Balance as of 12/31	\$ -	\$ -	\$ -	\$ -
ECONOMIC DEVELOPMENT REVOL' LOAN FUND (130)	Total Sources Available	\$ 69,939	\$ 61,887	\$ 48,530	\$ 46,709
	Total Expenses	10,300	10,300	45,670	46,709
	Balance as of 12/31	\$ 59,639	\$ 46,490	\$ 2,860	\$ -
CHIP 2010 (112)	Total Sources Available	\$ 132,494	\$ -	\$ -	\$ -
	Total Expenses	132,494	-	-	-
	Balance as of 12/31	\$ -	\$ -	\$ -	\$ -
ECONOMIC DEVELOPMENT DEPARTMENT (135)	Total Sources Available	\$ 6,607	\$ 21,532	\$ 20,073	\$ 18,473
	Total Expenses	1,075	1,459	1,600	18,473
	Balance as of 12/31	\$ 5,532	\$ 20,073	\$ 18,473	\$ -
FEMA FUND (139)	Total Sources Available	\$ 6,785	\$ 16,562	\$ 20,000	\$ 20,000
	Total Expenses	6,785	16,562	20,000	20,000
	Balance as of 12/31	\$ -	\$ -	\$ -	\$ -
AGRICULTURAL REVOLVING LOAN (142)	Total Sources Available	\$ 45,092	\$ 33,034	\$ 51,001	\$ 36,000
	Total Expenses	30,831	223	38,350	36,000
	Balance as of 12/31	\$ 14,261	\$ 32,811	\$ 12,651	\$ -
CLEAN OHIO (HOSPITAL) (144)	Total Sources Available	\$ 57,552	\$ 57,552	\$ -	\$ -
	Total Expenses	57,552	57,552	-	-
	Balance as of 12/31	\$ -	\$ -	\$ -	\$ -
LAW ENFORCEMENT TRUST (609)	Total Sources Available	\$ 13,232	\$ 14,326	\$ 9,232	\$ 11,032
	Total Expenses	-	5,094	8,200	11,032
	Balance as of 12/31	\$ 13,232	\$ 9,232	\$ 1,032	\$ -
CONSERVANCY (611)	Total Sources Available	\$ 32,967	\$ 56,835	\$ 59,541	\$ 61,646
	Total Expenses	31,772	53,099	53,700	54,774
	Balance as of 12/31	\$ 1,195	\$ 3,736	\$ 5,841	\$ 6,872
<b>TOTAL SPECIAL REVENUE FUNDS</b>	Total Sources Available	\$ 11,745,499	\$ 11,968,856	\$ 14,865,078	\$ 13,480,696
	Total Expenses	5,596,658	5,653,827	10,456,566	9,165,179
	Balance as of 12/31	\$ 6,148,841	\$ 6,315,029	\$ 4,408,512	\$ 4,315,517
<b><i>FIDUCIARY FUNDS</i></b>					
UNCLAIMED TRUST (606)	Total Sources Available	\$ 3,767	\$ 4,583	\$ 3,906	\$ 2,906
	Total Expenses	-	677	1,000	1,000
	Balance as of 12/31	\$ 3,767	\$ 3,906	\$ 2,906	\$ 1,906
EMPLOYEE FLEXIBLE SPENDING (615)	Total Sources Available	\$ 156,976	\$ 156,976	\$ 182,073	\$ 182,073
	Total Expenses	149,903	149,903	175,000	180,000
	Balance as of 12/31	\$ 7,073	\$ 7,073	\$ 7,073	\$ 2,073
PRIVATE-PURPOSE CENTENNIAL TRUST (612)	Total Sources Available	\$ 467	\$ 467	\$ 468	\$ 484
	Total Expenses	-	-	-	-
	Balance as of 12/31	\$ 467	\$ 468	\$ 468	\$ 484
<b>TOTAL FIDUCIARY FUNDS</b>	Total Sources Available	\$ 161,210	\$ 162,026	\$ 186,447	\$ 185,463
	Total Expenses	149,903	150,580	176,000	181,000
	Balance as of 12/31	\$ 11,307	\$ 11,446	\$ 10,447	\$ 4,463

CITY OF PIQUA, OHIO  
2016 COUNTY TAX BUDGET

**INTERNAL SERVICE FUNDS**

INFORMATION TECHNOLOGY (408)	Total Sources Available	\$ 880,984	\$ 857,397	\$ 965,102	\$ 797,660
	Total Expenses	565,364	522,465	697,612	597,612
	Balance as of 12/31	\$ 315,620	\$ 334,932	\$ 267,490	\$ 200,048
LIABILITY INSURANCE RESERVE (125)	Total Sources Available	\$ 620,264	\$ 600,268	\$ 735,529	\$ 719,615
	Total Expenses	134,668	248,825	400,000	450,000
	Balance as of 12/31	\$ 485,596	\$ 351,443	\$ 335,529	\$ 269,615
WORKMAN'S COMP. RESERVE (124)	Total Sources Available	\$ 1,392,903	\$ 1,498,091	\$ 1,582,807	\$ 1,410,723
	Total Expenses	52,983	114,175	370,975	500,000
	Balance as of 12/31	\$ 1,339,920	\$ 1,383,916	\$ 1,211,832	\$ 910,723
HEALTH CARE PLAN (614)	Total Sources Available	\$ 1,199,763	\$ 1,361,600	\$ 1,220,102	\$ 1,107,456
	Total Expenses	-	148,852	120,000	130,000
	Balance as of 12/31	\$ 1,199,763	\$ 1,212,748	\$ 1,100,102	\$ 977,456
<b>TOTAL INTERNAL SERVICE FUNDS</b>	Total Sources Available	\$ 4,093,914	\$ 4,317,356	\$ 4,503,540	\$ 4,035,454
	Total Expenses	753,015	1,034,317	1,588,587	1,677,612
	Balance as of 12/31	\$ 3,340,899	\$ 3,283,039	\$ 2,914,953	\$ 2,357,842

**DEBT SERVICE FUNDS**

SPECIAL ASSESSMENT (202)	Total Sources Available	\$ 431,955	\$ 432,078	\$ 372,742	\$ 419,633
	Total Expenses	50,343	110,582	4,355	34,442
	Balance as of 12/31	\$ 381,612	\$ 321,496	\$ 368,387	\$ 385,191
OWDA LOAN 1995 (210)	Total Sources Available	\$ 506,672	\$ 506,537	\$ -	\$ -
	Total Expenses	506,536	506,537	-	-
	Balance as of 12/31	\$ 136	\$ -	\$ -	\$ -
SWIMMING POOL G.O. BONDS D.S. (221)	Total Sources Available	\$ 9,875	\$ 9,868	\$ 9,847	\$ 9,814
	Total Expenses	8,463	8,454	8,463	8,430
	Balance as of 12/31	\$ 1,412	\$ 1,414	\$ 1,384	\$ 1,384
FIRE & POLICE PENSION G.O. BONDS (249)	Total Sources Available	\$ 44,207	\$ 239,063	\$ -	\$ -
	Total Expenses	40,625	239,063	-	-
	Balance as of 12/31	\$ 3,582	\$ -	\$ -	\$ -
GOLF COURSE 9 HOLE EXPANSION G.O. BONDS (243)	Total Sources Available	\$ 195,877	\$ 195,745	\$ 195,302	\$ 194,645
	Total Expenses	167,847	167,676	167,847	167,190
	Balance as of 12/31	\$ 28,030	\$ 28,069	\$ 27,455	\$ 27,455
WATER TOWER DEBT SERVICE 2005 (250)	Total Sources Available	\$ 132,857	\$ 132,872	\$ 66,465	\$ -
	Total Expenses	132,821	132,823	66,465	-
	Balance as of 12/31	\$ 36	\$ 49	\$ -	\$ -
WATER TOWER DEBT SERVICE 2006 (251)	Total Sources Available	\$ 14,354	\$ 14,355	\$ 7,181	\$ -
	Total Expenses	14,350	14,350	7,181	-
	Balance as of 12/31	\$ 4	\$ 5	\$ -	\$ -
OWDA 08 EQUALIZATION BASIN DEBT SERVICE (254)	Total Sources Available	\$ 303,474	\$ 303,504	\$ 303,533	\$ 303,533
	Total Expenses	303,393	303,391	303,392	303,392
	Balance as of 12/31	\$ 81	\$ 113	\$ 141	\$ 141
FIRE EQUIPMENT '08 G.O. BOND FUND (255)	Total Sources Available	\$ 54,362	\$ 77,512	\$ 76,031	\$ 79,431
	Total Expenses	50,463	49,062	47,563	50,963
	Balance as of 12/31	\$ 3,899	\$ 28,450	\$ 28,468	\$ 28,468
WATER PLANT OWDA DEBT SERVICE (256)	Total Sources Available	\$ -	\$ 55,000	\$ 25,130,100	\$ 24,869,900
	Total Expenses	\$ -	\$ 55,000	\$ 25,130,100	\$ 24,869,900
	Balance as of 12/31	\$ -	\$ -	\$ -	\$ -
WASTEWATER PLANT ENGINEERING DEBT SERVICE (257)	Total Sources Available	\$ -	\$ -	\$ 393,400	\$ 4,000,000
	Total Expenses	\$ -	\$ -	\$ 393,400	\$ 4,000,000
	Balance as of 12/31	\$ -	\$ -	\$ -	\$ -
WATER PLANT DEBT SERVICE (258)	Total Sources Available	\$ -	\$ -	\$ 1,881,365	\$ 2,618,635
	Total Expenses	\$ -	\$ -	\$ 1,881,365	\$ 2,618,635
	Balance as of 12/31	\$ -	\$ -	\$ -	\$ -
SIB LOAN (216)	Total Sources Available	\$ 223,798	\$ 199,327	\$ 199,384	\$ 199,440
	Total Expenses	173,754	173,754	173,755	173,755
	Balance as of 12/31	\$ 50,044	\$ 25,573	\$ 25,629	\$ 25,685
<b>TOTAL DEBT SERVICE FUNDS</b>	Total Sources Available	\$ 1,917,431	\$ 2,165,861	\$ 28,635,350	\$ 32,695,031
	Total Expenses	1,448,595	1,760,692	28,183,886	32,226,707
	Balance as of 12/31	\$ 468,836	\$ 405,169	\$ 451,464	\$ 468,324

CITY OF PIQUA, OHIO  
2016 COUNTY TAX BUDGET

**CONSTRUCTION PROJECTS**

SWIMMING POOL CONSTRUCTION (323)	Total Sources Available	\$ -	\$ -	\$ 5	\$ 5
	Total Expenses	-	-	5	5
	Balance as of 12/31	\$ -	\$ -	\$ -	\$ -
<b>TOTAL CONSTRUCTION FUNDS</b>	Total Sources Available	\$ -	\$ -	\$ 5	\$ 5
	Total Expenses	-	-	5	5
	Balance as of 12/31	\$ -	\$ -	\$ -	\$ -

**SPECIAL ASSESSMENT PROJECTS**

SPECIAL ASSESS. PROJECTS (700'S)	Total Sources Available	\$ 2,359	\$ 5,336	\$ 32,000	\$ 32,000
	Total Expenses	1,358	3,334	32,000	32,000
	Balance as of 12/31	\$ 1,001	\$ 2,002	\$ -	\$ -
<b>TOTAL SPECIAL ASSESSMENTS</b>	Total Sources Available	\$ 2,359	\$ 5,336	\$ 32,000	\$ 32,000
	Total Expenses	1,358	3,334	32,000	32,000
	Balance as of 12/31	\$ 1,001	\$ 2,002	\$ -	\$ -

**ENTERPRISE FUNDS**

ELECTRIC SYSTEM (401)	Total Sources Available	\$ 33,213,868	\$ 35,722,567	\$ 35,843,580	\$ 37,794,241
	Total Expenses	27,004,364	30,623,601	30,793,953	31,717,772
	Balance as of 12/31	\$ 6,209,504	\$ 5,098,966	\$ 5,049,627	\$ 6,076,469
WATER SYSTEM (403)	Total Sources Available	\$ 8,959,733	\$ 9,468,525	\$ 34,790,100	\$ 34,994,587
	Total Expenses	5,087,852	4,677,720	30,294,808	30,794,808
	Balance as of 12/31	\$ 3,871,881	\$ 4,790,805	\$ 4,495,292	\$ 4,199,779
WASTEWATER SYS. (404)	Total Sources Available	\$ 5,909,408	\$ 6,725,966	\$ 7,363,362	\$ 10,599,143
	Total Expenses	3,168,888	3,296,976	4,098,591	7,498,591
	Balance as of 12/31	\$ 2,740,520	\$ 3,428,990	\$ 3,264,771	\$ 3,100,552
REFUSE (405)	Total Sources Available	\$ 2,869,683	\$ 2,946,383	\$ 3,044,603	\$ 2,746,225
	Total Expenses	1,718,793	1,753,465	2,150,063	1,810,063
	Balance as of 12/31	\$ 1,150,890	\$ 1,192,918	\$ 894,540	\$ 936,162
GOLF COURSE (409)	Total Sources Available	\$ 804,965	\$ 895,811	\$ 839,765	\$ 839,765
	Total Expenses	693,364	872,546	816,500	824,665
	Balance as of 12/31	\$ 111,601	\$ 23,265	\$ 23,265	\$ 15,100
FORT PIQUA PLAZA (410)	Total Sources Available	\$ 300,163	\$ 322,426	\$ 351,510	\$ 368,528
	Total Expenses	284,316	298,391	310,457	313,562
	Balance as of 12/31	\$ 15,847	\$ 24,035	\$ 41,053	\$ 54,966
STORM WATER UTILITY (411)	Total Sources Available	\$ 1,809,488	\$ 1,776,145	\$ 2,859,497	\$ 2,086,129
	Total Expenses	1,032,591	830,628	2,112,348	1,762,348
	Balance as of 12/31	\$ 776,897	\$ 945,517	\$ 747,149	\$ 323,781
SWIMMING POOL (415)	Total Sources Available	\$ 171,870	\$ 157,578	\$ 194,319	\$ 195,221
	Total Expenses	160,830	144,918	180,757	186,180
	Balance as of 12/31	\$ 11,040	\$ 12,660	\$ 13,562	\$ 9,041
BUSINESS OFFICE (412-413)	Total Sources Available	\$ 46,969	\$ 77,342	\$ 56,623	\$ 31,400
	Total Expenses	24,627	20,719	25,223	31,400
	Balance as of 12/31	\$ 22,342	\$ 56,623	\$ 31,400	\$ -
<b>TOTAL ENTERPRISE FUNDS</b>	Total Sources Available	\$ 54,086,147	\$ 58,092,743	\$ 85,343,359	\$ 89,655,239
	Total Expenses	39,175,625	42,518,964	70,782,700	74,939,389
	Balance as of 12/31	\$ 14,910,522	\$ 15,573,779	\$ 14,560,659	\$ 14,715,850
<b><u>GRAND TOTAL ALL FUNDS</u></b>	Total Sources Available	\$ 104,248,182	\$ 108,699,288	\$ 165,616,393	\$ 170,643,048
	Total Expenses	70,414,730	74,607,799	137,160,077	144,386,209
	Balance as of 12/31	\$ 33,833,452	\$ 34,091,489	\$ 28,456,316	\$ 26,256,839

**A DRAFT ORDINANCE TO MAKE APPROPRIATIONS FOR  
THE CITY OF PIQUA FOR THE CALENDAR YEAR 2016**

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 2016</u>
GENERAL FUND (001)	\$6,721,086
NEIGHBORHOOD IMPROVEMENT TEAM (104)	150,000
PARKS DEPARTMENT (105)	509,889
SAFETY (106)	9,705,342
DUI EDUCATIONAL FUND (109)	1,000
MAUSOLEUM FUND (110)	1,500
PRO-PIQUA (128)	74,000
POLICE AUXILIARY (120)	1,500
INCOME TAX (407)	9,000,000
STREET DEPARTMENT (101)	3,003,753
STREET 1/4% INCOME TAX (103)	4,669,716
MANDATORY DRUG FINE (111)	1,000
CHIP 2012 (117)	526,000
DISTRESS SET-ASIDE (118)	375,000
CHIP PROGRAM INCOME (119)	63,900
DEMOLITION DEFENSE FUND (126)	63,822
COMMUNITY DEVELOPMENT (FORMULA FUNDS) (122)	75,000
BROWNFIELD EPA GRANT (131)	200,000
REVOLVING LOAN (130)	46,709
ECONOMIC DEVELOPMENT (135)	18,473
FEMA FUND (139)	20,000
AGRICULTURE REVOLVING LOAN (142)	36,000
LAW ENFORCEMENT TRUST (609)	11,032
CONSERVANCY (611)	54,774
UNCLAIMED TRUST (606)	1,000
EMPLOYEE FLEXIBLE SPENDING (615)	180,000
INFORMATION TECHNOLOGY (408)	597,612
LIABILITY INSURANCE RESERVE (125)	450,000
WORKMAN'S COMP. RESERVE (124)	500,000
HEALTH CARE PLAN (614)	130,000
SPECIAL ASSESSMENT (202)	34,442
SWIMMING POOL BONDS D.S. (221)	8,430
GOLF COURSE 9 HOLE EXPANSION BONDS (243)	167,190
OWDA '08 EQUALIZATION BASIN DEBT SERVICE (254)	303,392
FIRE EQUIPMENT '08 G.O. BOND (255)	50,963
WATER PLANT OWDA DEBT SERVICE (256)	24,869,900

	<u>PROPOSED 2016</u>
WASTEWATER PLANT ENG. DEBT SERVICE (257)	4,000,000
WATER PLANT DEBT SERVICE (258)	2,618,635
SIB LOAN (216)	173,755
SWIMMING POOL CONSTRUCTION (323)	5
SPECIAL ASSESS. PROJECT (700'S)	32,000
ELECTIC SYSTEM (401)	31,717,772
WATER SYSTEM (403)	30,794,808
WASTEWATER SYSTEM (404)	7,498,591
REFUSE (405)	1,810,063
GOLF COURSE (409)	824,665
FORT PIQUA PLAZA (410)	313,562
STORM WATER UTILITY (411)	1,762,348
SWIMMING POOL UTILITY (415)	186,180
UTILITY BUSINESS OFFICE (412-413)	31,400

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 2016 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

**RESOLUTION NO. R-103-15**

**A RESOLUTION AWARDING A CONTRACT  
TO L.J. DEWEESE CO., INC. FOR THE  
CONSTRUCTION OF THE SAFE ROUTES  
TO SCHOOL IMPROVEMENTS PROJECT**

WHEREAS, on January 6, 2015, this Commission passed Resolution No. R-6-15 authorizing the City Purchasing Analyst to advertise for bids, according to law, for the Safe Routes to School Improvements Project; and

WHEREAS, after proper advertisement, bids were opened resulting in the bid tabulation 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 L.J. DeWeese Co., Inc. as the lowest, responsible bidder for the Safe Routes to School Improvements Project 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 \$677,500.

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

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

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

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



# Commission Agenda Staff Report

<b>MEETING DATE</b>	July 7, 2015		
<b>REPORT TITLE</b> (Should match resolution/ordinance title)	A Resolution awarding a contract to L.J. DeWeese Co., Inc. for the construction of the Safe Routes to School Improvements Project.		
<b>SUBMITTED BY</b>	Name & Title: Amy L. Havenar, P.E., City Engineer		
	Department: Engineering		
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
<b>APPROVALS/REVIEWS</b>	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input type="checkbox"/> Department Director		<input type="checkbox"/> Other:
<b>BACKGROUND</b> (Includes description, background, and justification)	<p>On June 23, 2015, one bid was received for the Safe Routes to School Improvements Project (see attached Exhibit A). In general, the work will consist of the installation of new pavement markings and signage, the installation of ADA compliant curb ramps, the replacement of damaged sidewalk &amp; curbs, the removal of traffic signals, and the construction of a multi-use path to the Junior High School from Looney Road.</p> <p>The City received a grant in May of 2012 for the construction of these infrastructure projects around the Piqua Junior High School site, Washington Intermediate School site, and the Wilder Intermediate School site.</p>		
<b>BUDGETING AND FINANCIAL IMPACT</b> (Includes project costs and funding sources)	Budgeted \$:	\$677,500.00	
	Expenditure \$:	\$677,500.00 (includes 10% contingency)	
	Source of Funds:	Fund 103 – Street Income Tax Safe Routes to School Grant	
	<b>Narrative</b>	The City has received Safe Routes to School grant funding for the design and construction in the amount of \$499,915. After design, there is approximately \$453,000 remaining in the grant to cover a portion of the construction. The remaining funds will come from the 103 Fund and was budgeted for in the 2015 Budget.	
<b>OPTIONS</b> (Include Deny /Approval Option)	1.	Approve the resolution and complete the Safe Routes to School Improvements Project.	
	2.	Do not approve the resolution and do not complete the Safe Routes to School Improvements project and return the funding.	

<b>PROJECT TIMELINE</b>	The work will begin as soon as possible and has a completion date of October 30, 2015.
<b>STAFF RECOMMENDATION</b>	Approve the resolution to allow for the completion of the Safe Routes to School Improvement project.
<b>ATTACHMENTS</b>	Bid Tabulation (Exhibit A)

## CITY OF PIQUA - 13-05 D07-SRTS MIA PIQUA INFRASTRUCTURE, PID 93747

BID TAB  
EXHIBIT A

Bid Opening: June 23, 2015

Item	Quantity	L.J. DeWeese Co., Inc.	
		Price	Extension
<b>Roadway</b>			
201 - Clearing and Grubbing - LS	1.00	\$ 20,000.00	\$ 20,000.00
202 - Pavement Removed - SY	395.00	\$ 36.00	\$ 14,220.00
202 - Walk Removed - SF	7,270.00	\$ 3.50	\$ 25,445.00
202 - Pipe Removed - LF	120.00	\$ 15.00	\$ 1,800.00
202 - Curb Removed, As per Plan - LF	548.00	\$ 15.00	\$ 8,220.00
202 - Curb and Gutter Removed - LF	155.00	\$ 15.00	\$ 2,325.00
202 - Catch Basin Removed, As Per Plan - EA	4.00	\$ 350.00	\$ 1,400.00
202 - Fence Removed As Per Plan - LF	285.00	\$ 7.00	\$ 1,995.00
202 - Removal Misc. Bollard - EA	2.00	\$ 100.00	\$ 200.00
690 - Special Misc. Railroad Tie Removal - EA	5.00	\$ 50.00	\$ 250.00
690 - Special Misc. Relocate Retaining Wall - EA	1.00	\$ 2,000.00	\$ 2,000.00
608 - 4" Concrete Sidewalk, As Per Plan - SF	8,939.00	\$ 5.50	\$ 49,164.50
608 - 2" Asphalt Concrete Walk, As Per Plan - SF	12,639.00	\$ 2.00	\$ 25,278.00
609 - Curb Type 6, As Per Plan - LF	820.00	\$ 25.00	\$ 20,500.00
609 - Combination Curb and Gutter Type 2, As Per Plan - LF	155.00	\$ 25.00	\$ 3,875.00
690 - Special Misc. Curb Ramp, Type A2, As Per Plan - SF	8.00	\$ 1,000.00	\$ 8,000.00
690 - Special Misc. Curb Ramp, Type B2, As Per Plan - SF	25.00	\$ 1,000.00	\$ 25,000.00
690 - Special Misc. Brick Pavement, As Per Plan - SF	161.00	\$ 30.00	\$ 4,830.00
<b>Total Roadway</b>			<b>\$ 214,502.50</b>
<b>Erosion Control</b>			
653 - Topsoil Furnished and Placed - CY	130.50	\$ 50.00	\$ 6,525.00
659 - Seeding and Mulching, - SY	4,875.00	\$ 2.00	\$ 9,750.00
832 - Erosion Control - LS	1.00	\$ 3,000.00	\$ 3,000.00
<b>Total Erosion Control</b>			<b>\$ 19,275.00</b>
<b>Drainage</b>			
511 - Class C Concrete, As Per Plan - CY	15.00	\$ 100.00	\$ 1,500.00
601 - Rock Channel Protection, Type c with Filter Fabric, As Per Plan - CY	5.00	\$ 250.00	\$ 1,250.00
611 - 4" Conduit, Type B As Per Plan - LF	50.00	\$ 8.00	\$ 400.00
611 - 6" Conduit, Type C As Per Plan - LF	268.00	\$ 20.00	\$ 5,360.00
611 - 8" Conduit, Type B As Per Plan - LF	50.00	\$ 15.00	\$ 750.00
611 - 10" Conduit, Type B As Per Plan - LF	75.00	\$ 25.00	\$ 1,875.00
611 - 12" Conduit, Type B - LF	86.00	\$ 80.00	\$ 6,880.00
209 - Linear Grading, As Per Plan - STA	6.50	\$ 500.00	\$ 3,250.00
690 - Special Misc. Bioretention Soil, As Per Plan - SF	891.00	\$ 12.00	\$ 10,692.00
611 - Catch Basin No. 6 - EA	5.00	\$ 3,500.00	\$ 17,500.00
611 - Catch Basin 2-2B - EA	2.00	\$ 2,000.00	\$ 4,000.00
611 - Manhole No. 1 - EA	1.00	\$ 3,500.00	\$ 3,500.00
<b>Total Drainage</b>			<b>\$ 56,957.00</b>
<b>Pavement</b>			
253 - Pavement Repair, As Per Plan - SY	102.00	\$ 75.00	\$ 7,650.00
<b>Total Pavement</b>			<b>\$ 7,650.00</b>
<b>Lighting &amp; Traffic Control</b>			
625 - Luminaire, Conventional, As Per Plan - EA	10.00	\$ 400.00	\$ 4,000.00
625 - Light Pole, Conventional, Monoarm, AT4B32.5 - EA	10.00	\$ 2,200.00	\$ 22,000.00
625 - Light Pole Foundation, 24" x 6' Deep - EA	10.00	\$ 1,600.00	\$ 16,000.00
625 - Pull Box, 725.08, 18" - EA	1.00	\$ 900.00	\$ 900.00
625 - Conduit, 2", 725.051 - LF	1,741.00	\$ 6.00	\$ 10,446.00
625 - Trench - LF	1,741.00	\$ 11.00	\$ 19,151.00
625 - Conduit, Jacked or Drilled, 725.04 - LF	46.00	\$ 80.00	\$ 3,680.00
625 - Power Service, As Per Plan - EA	1.00	\$ 13,000.00	\$ 13,000.00
625 - No. 10 AWG Pole and Bracket Cable - LF	730.00	\$ 1.00	\$ 730.00
625 - No. 4 AWG 5000 Volt Distribution Cable - LF	5,661.00	\$ 3.00	\$ 16,983.00
625 - Connection, Fused Pull Apart - EA	10.00	\$ 100.00	\$ 1,000.00
625 - Connection, Unfused Pull Apart - EA	10.00	\$ 110.00	\$ 1,100.00
625 - Connection, Unfused Permanent - EA	3.00	\$ 100.00	\$ 300.00
625 - Ground Rod - EA	24.00	\$ 250.00	\$ 6,000.00
625 - Plastic Caution Tape - LF	1,741.00	\$ 0.15	\$ 261.15
630 - Ground Mounted Support, No. 3 Post - LF	571.00	\$ 12.00	\$ 6,852.00
630 - Sign, Flat Sheet - SF	316.00	\$ 20.00	\$ 6,320.00
630 - Removal of Ground Mounted Sign and Disposal - EA	4.00	\$ 15.00	\$ 60.00
630 - Removal of Ground Mounted Sign and Reerection - EA	7.00	\$ 65.00	\$ 455.00
630 - Removal of Ground Mounted Post Support and Disposal - EA	11.00	\$ 20.00	\$ 220.00
630 - Signing, Misc.: Solar Powered RRFB School Crossing Sign Assembly - EA	14.00	\$ 5,235.00	\$ 73,290.00
644 - Stop Line - LF	529.00	\$ 6.00	\$ 3,174.00
644 - Crosswalk Line - LF	3,274.00	\$ 3.00	\$ 9,822.00
644 - Removal of Pavement Marking - LF	2,863.00	\$ 3.00	\$ 8,589.00
647 - Pavement Marking, Misc.: Crosswalk Line, Type B125 - LF	500.00	\$ 21.00	\$ 10,500.00
<b>Total Lighting &amp; Traffic Control</b>			<b>\$ 234,833.15</b>
<b>Miscellaneous</b>			
614 - Maintaining Traffic, As Per Plan - EA	1.00	\$ 29,600.00	\$ 29,600.00
623 - Construction Layout Stakes and Surveying - EA	1.00	\$ 10,000.00	\$ 10,000.00
624 - Mobilization - EA	1.00	\$ 25,000.00	\$ 25,000.00
690 - Special Miscellaneous, Bioretention Planting, Tila Tomentosa - EA	8.00	\$ 325.00	\$ 2,600.00
690 - Special Miscellaneous, Bioretention Planting, Buxus Microphyllia "Green Velvet" - EA	48.00	\$ 65.00	\$ 3,120.00
690 - Special Miscellaneous, Bioretention Planting, Rhus Aromatica "Gro-Low" - EA	28.00	\$ 65.00	\$ 1,820.00
690 - Special Miscellaneous, Bioretention Planting, Berberis Thunbergii Atropurpurea "Crimson Pygmy" - EA	28.00	\$ 65.00	\$ 1,820.00
690 - Special Miscellaneous, Bioretention Planting, Rudbeckia Hirta - EA	72.00	\$ 45.00	\$ 3,240.00
690 - Special Miscellaneous, Bioretention Planting, Hemerocallis "Stella D' Oro" - EA	47.00	\$ 45.00	\$ 2,115.00
690 - Special Miscellaneous, Bioretention Planting, Echinacia Purpurea "Kim's Knee High" - EA	52.00	\$ 65.00	\$ 3,380.00
<b>Total Miscellaneous</b>			<b>\$ 82,695.00</b>
<b>Grand Total</b>			<b>\$ 615,912.65</b>

**RESOLUTION NO. R-104-15**

**A RESOLUTION AWARDING A CONTRACT  
TO UNDERGROUND UTILITIES, INC. FOR  
THE GARBRY ROAD WATER MAIN  
EXTENSION PROJECT**

WHEREAS, on January 6, 2015, this Commission passed Resolution No. R-6-15 authorizing the City Purchasing Analyst to advertise for bids, according to law, for the Garbry Road Water Main Extension Project; 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 Underground Utilities, Inc. as the lowest, responsible bidder for the Garbry Road Water Main Extension Project 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 \$358,500.

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

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

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

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



# Commission Agenda Staff Report

<b>MEETING DATE</b>	July 7, 2015		
<b>REPORT TITLE</b> (Should match resolution/ordinance title)	A Resolution awarding a contract to Underground Utilities, Inc. for the Garbry Road Water Main Extension Project.		
<b>SUBMITTED BY</b>	Name & Title: Amy L. Havenar, City Engineer		
	Department: Engineering		
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
<b>APPROVALS/REVIEWS</b>	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input type="checkbox"/> Department Director		<input type="checkbox"/> Other:
<b>BACKGROUND</b> (Includes description, background, and justification)	<p>On June 23, 2015, four bids were received for the Garbry Road Water Main Extension Project (see attached Exhibit A).</p> <p>The project will consist of the installation of a new 16" water main along Garbry Road from Keinle Drive to U.S. Route 36. This new water main will complete the water loop from the E. Ash Street water tower to provide a redundant water supply in conjunction with the future growth projection as identified in the City's Water Distribution Master Plan.</p>		
<b>BUDGETING AND FINANCIAL IMPACT</b> (Includes project costs and funding sources)	Budgeted \$:	\$358,500	
	Expenditure \$:	\$358,500 (includes 10% contingency)	
	Source of Funds:	Water Department Funds	
	<b>Narrative:</b>	This resolution includes a 10% contingency for items of work which may be required which are not included in the original plans and specifications.	
<b>OPTIONS</b> (Include Deny /Approval Option)	1.	Approve the resolution and complete the Garbry Road Water Main Extension Project.	
	2.	Do not approve the resolution and do not complete the Garbry Road Water Main Extension Project and provide further direction to staff.	
<b>PROJECT TIMELINE</b>	It is anticipated that the water line project will begin immediately with work anticipated to be complete by September 30, 2015.		
<b>STAFF RECOMMENDATION</b>	Approve the resolution to allow for the completion of the Garbry Road Water Main Extension Project.		
<b>ATTACHMENTS</b>	Bid Tabulation (Exhibit A)		

**CITY OF PIQUA - 15-05 GARBRY ROAD WATER MAIN EXTENSION**

**BID TAB**

**EXHIBIT A**

<b>Bid Opening: June 23, 2015</b>											
<b>Item</b>	<b>Quantity</b>	<b>Underground Utilities, Inc. Price</b>	<b>Extension</b>	<b>Double Jay Construction, Inc. Price</b>	<b>Extension</b>	<b>T.C. Holzen Inc. Price</b>	<b>Extension</b>	<b>Price</b>	<b>Extension</b>	<b>Brackney, Inc. Price</b>	<b>Extension</b>
<b>Item List A - Base Bid</b>											
SPL - BONDING & INSURANCE - LS	1	\$ 10,000.00	\$ 10,000.00	\$ 4,630.00	\$ 4,630.00	\$ 5,000.00	\$ 5,000.00	\$ 5,612.40	\$ 5,612.40	\$ 5,612.40	\$ 5,612.40
624.0 - MOBILIZATION - LS	1	\$ 16,000.00	\$ 16,000.00	\$ 9,968.00	\$ 9,968.00	\$ 2,500.00	\$ 2,500.00	\$ 5,320.40	\$ 5,320.40	\$ 5,320.40	\$ 5,320.40
201.0 - CLEARING AND GRUBBING - LS	1	\$ 5,000.00	\$ 5,000.00	\$ 2,240.00	\$ 2,240.00	\$ 1,650.00	\$ 1,650.00	\$ 358.25	\$ 358.25	\$ 358.25	\$ 358.25
614.0 - MAINTENANCE OF TRAFFIC - LS	1	\$ 1,000.00	\$ 1,000.00	\$ 10,528.00	\$ 10,528.00	\$ 3,500.00	\$ 3,500.00	\$ 14,279.05	\$ 14,279.05	\$ 14,279.05	\$ 14,279.05
623.0 - CONSTRUCTION LAYOUT STAKING - LS	1	\$ 2,000.00	\$ 2,000.00	\$ 1,456.00	\$ 1,456.00	\$ 3,220.00	\$ 3,220.00	\$ 2,985.30	\$ 2,985.30	\$ 2,985.30	\$ 2,985.30
659.0 - SEEDING AND MULCHING - LS	1	\$ 5,000.00	\$ 5,000.00	\$ 13,283.00	\$ 13,283.00	\$ 9,900.00	\$ 9,900.00	\$ 11,616.80	\$ 11,616.80	\$ 11,616.80	\$ 11,616.80
448.0 - 1-1/2" ASPHALT CONCRETE SURFACE COURSE, PG 64-22, TYPE 1 - CY	10	\$ 260.00	\$ 2,600.00	\$ 294.00	\$ 2,940.00	\$ 310.00	\$ 3,100.00	\$ 195.85	\$ 1,958.50	\$ 195.85	\$ 1,958.50
448.0 - 2-1/2" ASPHALT CONCRETE INTERMEDIATE COURSE, PG64-22, TYPE 2 - CY	15	\$ 260.00	\$ 3,900.00	\$ 279.00	\$ 4,185.00	\$ 320.00	\$ 4,800.00	\$ 349.60	\$ 5,244.00	\$ 349.60	\$ 5,244.00
408.0 - BITUMINOUS PRIME COAT @ 0.40 GAL/SY OVER BACKFILL - GAL	70	\$ 6.00	\$ 420.00	\$ 6.50	\$ 455.00	\$ 7.00	\$ 490.00	\$ 4.20	\$ 294.00	\$ 4.20	\$ 294.00
SPL - ASPHALT DRIVE REPLACEMENT - SY	40	\$ 30.00	\$ 1,200.00	\$ 74.40	\$ 2,976.00	\$ 54.00	\$ 2,160.00	\$ 66.25	\$ 2,650.00	\$ 66.25	\$ 2,650.00
638.0 - 16" DUCTILE IRON WATERLINE WITH GRANULAR BACKFILL - LF	2,450	\$ 84.00	\$ 205,800.00	\$ 96.80	\$ 237,160.00	\$ 115.00	\$ 281,750.00	\$ 114.80	\$ 281,260.00	\$ 114.80	\$ 281,260.00
638.0 - 16" WATER VALVE - EA	1	\$ 3,300.00	\$ 3,300.00	\$ 3,064.00	\$ 3,064.00	\$ 3,150.00	\$ 3,150.00	\$ 7,508.00	\$ 7,508.00	\$ 7,508.00	\$ 7,508.00
638.0 - 3/4" CHLORINATION TAP - EA	2	\$ 200.00	\$ 400.00	\$ 723.00	\$ 1,446.00	\$ 800.00	\$ 1,600.00	\$ 114.10	\$ 228.20	\$ 114.10	\$ 228.20
638.0 - 45 DEGREE BEND - 16" - EA	8	\$ 500.00	\$ 4,000.00	\$ 1,552.00	\$ 12,416.00	\$ 1,300.00	\$ 10,400.00	\$ 1,599.65	\$ 12,797.20	\$ 1,599.65	\$ 12,797.20
638.0 - 11.25 DEGREE BEND-16" - EA	6	\$ 500.00	\$ 3,000.00	\$ 1,505.00	\$ 9,030.00	\$ 1,250.00	\$ 7,500.00	\$ 1,613.10	\$ 9,678.60	\$ 1,613.10	\$ 9,678.60
638.0 - 16"x10" REDUCER - EA	1	\$ 800.00	\$ 800.00	\$ 1,099.00	\$ 1,099.00	\$ 975.00	\$ 975.00	\$ 849.65	\$ 849.65	\$ 849.65	\$ 849.65
638.0 - FIRE HYDRANT ASSEMBLY INCLUDING 6" VALVE AND TEE - EA	8	\$ 5,600.00	\$ 44,800.00	\$ 6,077.00	\$ 48,616.00	\$ 5,460.00	\$ 43,680.00	\$ 5,516.30	\$ 44,130.40	\$ 5,516.30	\$ 44,130.40
638.0 - WATERLINE CONNECTIONS - EA	2	\$ 3,200.00	\$ 6,400.00	\$ 3,485.00	\$ 6,970.00	\$ 1,800.00	\$ 3,600.00	\$ 921.55	\$ 1,843.10	\$ 921.55	\$ 1,843.10
SPL - DEWATERING CONTINGENCY - LS	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
832.0 - STORM WATER POLLUTION PREVENTION PLAN - LS	1	\$ 300.00	\$ 300.00	\$ 3,416.00	\$ 3,416.00	\$ 1,000.00	\$ 1,000.00	\$ 1,194.15	\$ 1,194.15	\$ 1,194.15	\$ 1,194.15
<b>Total Bids</b>			<b>\$ 325,920.00</b>		<b>\$ 385,878.00</b>		<b>\$ 399,975.00</b>		<b>\$ 419,808.00</b>		<b>\$ 419,808.00</b>

**RESOLUTION NO. R-105-15**

**A RESOLUTION AWARDING A CONTRACT  
TO GRISSOM CONSTRUCTION, LLC FOR  
THE GARNSEY STREET SIDEWALK  
REPLACEMENT PROJECT**

WHEREAS, on January 6, 2015, this Commission passed Resolution No. R-6-15 authorizing the City Purchasing Analyst to advertise for bids, according to law, for the Garnsey Street Sidewalk Replacement Project; and

WHEREAS, after proper advertisement, bids were opened resulting in the bid tabulation 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 Grissom Construction, LLC as the lowest, responsible bidder for the Garnsey Street Sidewalk Replacement Project 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 \$60,000.

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

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

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

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



# Commission Agenda Staff Report

<b>MEETING DATE</b>	July 7, 2015		
<b>REPORT TITLE</b> (Should match resolution/ordinance title)	A Resolution awarding a contract to Grissom Construction, LLC for the Garnsey Street Sidewalk Replacement Project.		
<b>SUBMITTED BY</b>	Name & Title: Amy L. Havenar, P.E., City Engineer		
	Department: Engineering		
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
<b>APPROVALS/REVIEWS</b>	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input type="checkbox"/> Department Director		<input type="checkbox"/> Other:
<b>BACKGROUND</b> (Includes description, background, and justification)	<p>On June 16, 2015, one bid was received for the Garnsey Street Sidewalk Replacement Project (see attached Exhibit A). In general, the work will consist of the replacement of portions of sidewalk and drive approaches throughout the 300 and 400 blocks of Garnsey Street.</p> <p>This project is being funded by the FY 2014 Community Development Block Grant (CDBG) Community Development Allocation Program. An alternate bid was taken for additional sidewalk replacement within the project limits. Since the bid we received was favorable, we are recommending that we award the alternate bid in addition to the replacement of additional sidewalk not in the original bid, but within the Garnsey Street area, so we can utilize 100% of the grant funding.</p>		
<b>BUDGETING AND FINANCIAL IMPACT</b> (Includes project costs and funding sources)	Budgeted \$:	\$60,000	
	Expenditure \$:	\$60,000	
	Source of Funds:	2014 CDBG Allocation Funds	
	<b>Narrative:</b>	Funding for this project is from the FY 2014 CDBG Community Development Allocation Program.	
<b>OPTIONS</b> (Include Deny /Approval Option)	1.	Approve the resolution and complete the Garnsey Street Sidewalk Replacement Project	
	2.	Do not approve the resolution and do not complete the Garnsey Street Sidewalk Replacement Project and return the funding.	
<b>PROJECT TIMELINE</b>	The work will begin as soon as possible and has a completion date of August 20, 2015.		
<b>STAFF RECOMMENDATION</b>	Approve the resolution to allow for the completion of the Garnsey Street Sidewalk Replacement Project		
<b>ATTACHMENTS</b>	Bid Tabulation (Exhibit A)		

**15-03 GARNSEY STREET SIDEWALK REPLACEMENT  
 BID TAB  
 EXHIBIT A**

		<b>Grissom Construction, LLC</b>	
<b>Item</b>	<b>Quantity</b>	<b>Price</b>	<b>Extension</b>
<b>Item List #1 - Base Bid - Quantity Sheet</b>			
202 - WALK / DRIVEWAY REMOVED - SF	4,138.20	\$ 2.00	\$ 8,276.40
202 - CURB REMOVED - LF	123.00	\$ 5.00	\$ 615.00
608 - CONCRETE WALK, 4", AS PER PLAN - SF	3,380.20	\$ 5.50	\$ 18,591.10
608 - CONCRETE DRIVEWAY, 6" AS PER PLAN - SF	439.80	\$ 6.50	\$ 2,858.70
608 - CONCRETE DRIVEWAY, 8" AS PER PLAN - SF	318.30	\$ 7.50	\$ 2,387.25
609 - CURB, CITY OF PIQUA TYPE 6 - LF	123.00	\$ 22.50	\$ 2,767.50
614 - TRAFFIC CONTROL - LUMP	1.00	\$ 3,000.00	\$ 3,000.00
<b>Base Bid Total</b>			<b>\$ 38,495.95</b>
<b>Item List #2 - Alternate Bid - Quantity Sheet</b>			
202 - WALK / DRIVEWAY REMOVED - SF	195.00	\$ 2.00	\$ 390.00
202 - CURB REMOVED - LF	-	\$ -	\$ -
608 - CONCRETE WALK, 4", AS PER PLAN - SF	195.00	\$ 5.50	\$ 1,072.50
608 - CONCRETE DRIVEWAY, 6" AS PER PLAN - SF	-	\$ -	\$ -
608 - CONCRETE DRIVEWAY, 8" AS PER PLAN - SF	-	\$ -	\$ -
609 - CURB, CITY OF PIQUA TYPE 6 - LF	-	\$ -	\$ -
614 - TRAFFIC CONTROL - LUMP	-	\$ -	\$ -
<b>Alternate Bid Total</b>			<b>\$ 1,462.50</b>
<b>Total Base and Alternate Bids</b>			<b>\$ 39,958.45</b>

**RESOLUTION NO. R-106-15**

**A RESOLUTION TO AUTHORIZE A CONTRACT FOR THE  
DEMOLITION OF 102 S. MAIN STREET**

WHEREAS, the City of Piqua desires to raze the structure located at 102 S. Main Street in support of the Downtown Riverfront Redevelopment Strategy; and

WHEREAS, an Invitation for Bids was advertised to solicit bids for the demolition of the structure located at 102 S. Main Street; and

WHEREAS, after receiving and reviewing the bids submitted, it is recommended that the City of Piqua enter into a contract with Roe Transportation Enterprises to complete the subject demolition project.

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

SEC. 1: The City Manager is hereby authorized to enter into a contract with Roe Transportation Enterprises in the amount of \$38,500 for the demolition of the structure located at 102 S. Main Street.

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.

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

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

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

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



## Commission Agenda Staff Report

<b>MEETING DATE</b>	June 29, 2015		
<b>REPORT TITLE</b> <small>(Match resolution/ordinance title)</small>	AREOLUTION TO AUTHORIZE A CONTRACT FOR THE DEMOLITION OF 102 S. MAIN STREET		
<b>SUBMITTED BY</b>	Chris Schmiesing, City Planner		
	Development Department		
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input checked="" type="checkbox"/> Regular
<b>APPROVALS/REVIEWS</b>	<input checked="" type="checkbox"/> City Manager		<input checked="" type="checkbox"/> Asst. City Manager/Finance
	<input checked="" type="checkbox"/> Asst. City Manager/Development		<input checked="" type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> City Planner		<input type="checkbox"/>
<b>BACKGROUND</b> <small>(Description, background, justification)</small>	This item supports the plans presented in the Downtown Riverfront Redevelopment Strategy and is responsive to the recommended action items included therein. Demolition of this structure will eliminate an unsafe building condition and ready the site for future improvements that advance the riverfront redevelopment and revitalization efforts.		
<b>BUDGET/FINANCIAL IMPACT</b> <small>(Project costs and funding sources)</small>	Budgeted \$:	38,500	
	Expenditure \$:	38,500	
	Source of Funds:	104-109-875-7553	
	Narrative:	This project was included in the 2015 budget allocations.	
<b>OPTIONS</b> <small>(Include deny /approval option)</small>	1.	Adopt the resolution and authorize funding for the completion of the demolition project.	
	2.	Defeat the resolution and deny funding for the completion of the demolition project.	
<b>PROJECT TIMELINE</b>	July 7, 2015 – City Commission July 8, 2015 – Issue Notice to Proceed September 2015 – Project Complete		
<b>STAFF RECOMMENDATION</b>	Approve the resolution to authorize the funding for this project.		

INVITATION FOR BID – IFB 1527

LAND REUTILIZATION PROGRAM DEMOLITION PROJECTS

Date: June 5, 2015

Reply No Later Than 2:00 P.M. June 23, 2015 via mail or delivery.

Anticipated issuance date of Notice to Proceed to successful bidder is July 8, 2015.

The undersigned proposes and agrees to furnish the services described below at the prices stated herein.

+++++

PROVIDE ALL LABOR, SUPPLIES, EQUIPMENT, PERMITS, FEES, ETC. REQUIRED TO RAZE STRUCTURES AS NOTED BELOW.

1. 102 S. Main Street, Piqua, Ohio

\$ 38,500 TOTAL

Contractor's targeted completion date

August, 2015

A pre-demolition asbestos inspection of this property has been completed. The inspection was completed to determine if asbestos-containing building materials were present so that plans could be made to remove them in accordance with current regulatory requirements prior to demolition of the structure. All environmental remediation work required prior to demolition of the structure has been completed, as attested to by the Certificate of Completion included herewith.

GENERAL SCOPE OF WORK:

- Barricade the worksite as necessary to maintain a secure work zone and insure public safety.
- Raze the primary and accessory structures, including all foundations, surface pavements, fencing and landscape vegetation unless otherwise noted, and disconnect and remove/abandon utility services as required.
- Dispose of all demolition debris off site at proper receiving facility (Owner may request contractor to salvage and provide to owner certain architectural features deemed to be of historical significance – TBD prior to commencing demolition).
- Water the demolition site as needed to prevent accumulations of dust and air borne debris.
- Backfill excavations with suitable materials and grade site to drain and complete site restoration with placement of aggregate surface.
- Install and maintain appropriate erosion control throughout the construction period.
- Repair/replace adjacent improvements damaged during demolition.

## INVITATION FOR BID – IFB 1527

### GENERAL SPECIFICATIONS

All work to be in accordance with Ohio Department of Transportation 2013 Construction & Material Specifications:

- Item 201 Clearing and Grubbing
- Item 202 Removal Of Structures And Obstructions
- Item 203 Excavation And Embankment
- Item 320 Rubblize and Roll
- Item 448 Asphalt Concrete
- Item 607 Fence
- Item 608 Walks, Curb Ramps, And Steps
- Item 614 Maintaining Traffic
- Item 616 Dust Control
- Item 638 Mains and Service Branches
- Item 653 Topsoil Furnished and Placed
- Item 659 Seeding And Mulching
- Item 670 Erosion Protection

Contact Chris Schmiesing at 937-778-2049 with any questions regarding these projects or to schedule any on-site visits that may be necessary.

The Bidder represents that the bidder has examined the site(s) and any specifications or other documents furnished in connection with the bid and that it has satisfied itself as to the condition of the premises and site(s) and agrees that no allowance shall be made in respect of any error as to such on the part of the bidder.

Bidders must be in compliance with all Piqua zoning, health, property maintenance, etc. regulations as well as all state, and federal regulations in order to be considered for award on this bid.

THE UNDERSIGNED HEREBY CERTIFIES THAT ITEMS FURNISHED AS A RESULT OF THIS BID WILL BE IN FULL ACCORDANCE WITH THE CITY OF PIQUA SPECIFICATIONS APPLYING THERETO UNLESS EXCEPTIONS ARE STATED ABOVE.

All delivery costs are included in this quotation regardless of F.O.B. designation.

Cash Discount Allowed: \_\_\_\_\_% 10<sup>th</sup> Proximo.  
Leave blank if your terms are Net 30 days.

Prices quoted will remain firm for acceptance within 60 calendar days after bid opening unless otherwise stated.

Bidding Company: Roe Transportation Enterprises

Address: 3680 West Michigan St.

Sidney Ohio 45365  
City State Zip Code

By: Shane Roe Shane Roe President  
(please print or type) Name and Title

Signature: Shane Roe

Phone No.: 937-497-7161 /Fax No.: 937-493-0766

E-mail Address: Shane@RoeTransportation.com

Fed. I.D. No.: 80-039-5929

## INVITATION FOR BID – IFB 1527

### STANDARD TERMS AND CONDITIONS

**Terms and conditions substantially in the form below shall be part of the agreement entered into between the City and the contractor.**

1. **BILLING:** All goods or services must be billed to the City of Piqua and at prices not exceeding those stated on the contract/purchase order. If prices or terms do not agree with your bid, you must notify the Purchasing Department within three business days or your disagreement is waived.
2. **INVOICE:** Prepayments or progress payments are not permitted unless prior permission is obtained from the Finance Department. All invoices are to be in duplicate and are to be mailed to the Finance Department. Each contract/purchase order must be invoiced separately. Invoices for partial shipments will be accepted, provided final invoice indicates completion of contract/purchase order.
3. **CASH DISCOUNTS:** All cash discount terms will be effective from date of actual receipt and acceptance of the items or service purchased, or receipt of correct and acceptable invoice, whichever is later.
4. **FREIGHT: NO COLLECT FREIGHT SHIPMENTS WILL BE ACCEPTED.** All bids are solicited on a “delivered price” basis. When, in rare instances, the City accepts a bid not including all shipping charges, your claim for reimbursement, must be itemized on the invoice and supported with a copy of the original freight bill.
5. **TAXES:** The City of Piqua is exempt from payment of Federal excise taxes and State retail sales taxes. Our Federal Excise Tax Exemption Certification No. 31-600136. Supplier or contractor is responsible for all Social Security taxes and Workers’ Compensation contributions for yourself or any of your employees or subcontractors.
6. **DELIVERIES:** All deliveries or services must be in full accordance with specifications, properly identified with the contract/purchase order number and must not exceed the quantities or scope specified.
7. **CANCELLATION:** The City of Piqua reserves the right to cancel a contract/purchase order by written notice if you do not fulfill your contractual obligations with respect to timeliness, quality and/or any other reason.
8. **DEFAULT PROVISIONS:** In case of your default, the City of Piqua may procure the item(s) or service(s) from other sources and hold you responsible for any excess costs occasioned thereby and any other damages permitted by law.
9. **ENTIRETY/NOTICES:** The City of Piqua will be bound only by the written terms, conditions, specifications, etc. contained in or attached to this bid and any written changes or addendums issued by the authorized person administering the bid. The City will not be responsible for verbal agreements made by any officer or employee of the City of Piqua. All notices between the City and bidder must be in written form.
10. **PATENT AND COPYRIGHT INFRINGEMENT:** It is hereby understood (and by acceptance of a contract/purchase order) you agree to defend, indemnify and save harmless the City of Piqua, Ohio, its officers, agents and employees from any and all loss, costs or expense on account of any claim, suit or judgment as a result of, caused by, or incident to any patent, copyright or trademark infringement and/or royalty, actual or claimed, because of the use or disposition by said City of any article enumerated on this bid and sold to said City pursuant to a contract/purchase order.
11. **INSPECTION:** The City of Piqua may inspect the items or services ordered hereunder during their manufacture, construction and/or preparation at reasonable times and shall have the right to inspect such items at the time of their delivery and/or completion. Items or services furnished hereunder may at anytime be rejected for defects revealed by inspection, analysis, or by manufacturing operations or use after delivery even though such items may have previously been inspected and accepted. Such rejected items may be returned to you for full refund to City of Piqua including shipping and transportation charges.
12. **WARRANTY:** You warrant that the items or services and their production or completion shall not violate any federal, state or local laws, regulations or orders. You warrant all items delivered hereunder to be free from defects of material or workmanship, to be good quality, and to conform strictly to any specifications, drawings or samples which may have been specified or furnished by the City of Piqua, and you further warrant that you have good title to the items free and clear of all liens and encumbrances and will transfer such title to City of Piqua. Said warranties shall not negate nor limit any implied warranties of merchantability or fitness. This warranty shall survive any inspection, delivery, acceptance or payment by the City of Piqua.
13. **RISK OF LOSS:** Title and risk of loss to and with respect to the items shall remain with you until the items in a complete state have been delivered to and accepted by the City of Piqua or to an agent or consignee duly designated by the City of Piqua at the location specified on the face hereof, items which are to be shipped shall be shipped F.O.B. destination unless otherwise specified by the City of Piqua. A packing slip must accompany each such shipment and if a shipment is to a consignee or an agent of the City of Piqua, a copy of the packing slip shall be forwarded concurrently to the City of Piqua. If no such packing slip is sent the count or weight by the City of Piqua or its agent or consignee is agreed to be final and binding on you with respect to such shipment.
14. **SPECIFICATIONS CONFIDENTIAL:** Any specifications, drawings, notes, instructions, engineering notices or technical data referred to in this bid shall be deemed to be incorporated herein by reference the same as if fully set forth herein. The City of Piqua shall at all times retain title to all such documents and you shall not disclose such to any party (other than the City of Piqua or a party duly authorized by the City of Piqua). Upon the City of Piqua’s request or upon completion and delivery of the items purchased, you shall promptly return all such documents to the City of Piqua. Any documents will be deemed confidential in accordance with the Public Records law of the State of Ohio.
15. **EXAMINATION OF PREMISES:** If work is to be performed hereunder on the premises of the City of Piqua, you represent that you have examined the premises and any specifications or other documents furnished in connection with the items and that you have satisfied yourself as to the condition of the premises and site and agrees that no allowance shall be made in respect of any error as to such on your part.
16. **CLEANING OF PREMISES:** If work is to be performed hereunder on the premises of the City of Piqua, you shall at all times keep the premises free from accumulation of waste material or rubbish. At the completion of the job you shall leave the premises clean and free from all waste material or rubbish.
17. **EQUAL EMPLOYMENT OPPORTUNITY:**

## INVITATION FOR BID – IFB 1527

- (a) You agree that you will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading promotion, or transfer, recruitment or recruitment advertising; lay-off determination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- (b) It is expressly agreed and understood by you that Section 19 (a) constitutes a material condition of this contract as fully as specifically rewritten herein; also that failure to comply therewith shall constitute a breach thereof entitling the City to terminate the contract as its option.
18. **AGREEMENT TO BE EXCLUSIVE:** This purchase contract/purchase order contains the entire agreement between the parties and supersedes all other agreements between them. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this purchase contract/purchase order or any representation inducing the execution and delivery of this purchase contract/purchase order, except such representations as are specifically set forth here, and each party acknowledges that it has relied on these representations in connection with its dealings with the other.
19. **GOVERNING LAW:** Any contract/purchase order resulting from this bid, the performance under it, and all suits and special proceedings under it, shall be construed in accordance with the laws of the State of Ohio. In any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this agreement, the laws of the State of Ohio shall be applicable and shall govern to the exclusion of the laws of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted. The forum for any dispute shall be Miami County, Ohio.
20. **ADDITIONAL RIGHTS:** Any rights or remedies granted to the City of Piqua in any part of a contract/purchase order resulting from this bid shall not be exclusive of, but shall be in addition to, any other rights or remedies granted in another part of this bid and any other rights or remedies that the City of Piqua may have at law or in equity in any such instance.
21. **SUBCONTRACTING:** None of the work or services covered by this bid shall be subcontracted, except as set forth herein, without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this bid.
22. **WAIVER:** A waiver of any breach of any provision of this bid shall not constitute or operate as a waiver of any other breach of such provision or any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.
23. **NON-ASSIGNMENT OF INTEREST:** The Contractor and any approved sub-contractor shall not assign any interest, duty, or right under any contract in whole or in part without the prior written consent of the City.
24. **SAVE HARMLESS:** Contractor shall indemnify, hold harmless and defend the City of Piqua, its officials, 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, its officials or employees may hereafter sustain, incur or be required to pay, arising wholly or in part due to any act or omission of the contractor, its agents, servants, or employees, in the execution, performance or failure to adequately perform contractor's obligations pursuant to this contract.
25. **INSURANCE:** Prior to beginning any work related to this job, contractor must have in effect and provide Certificate(s) of Insurance with the City of Piqua, its officials, employees, agents, and volunteers as additional named insureds to all liability policies showing coverage limits as outlined below. All coverage must be on an occurrence basis. The coverage shall be primary to the additional insured's and not contributing with any other insurance or similar protection available to the additional insured's whether available coverage is primary, contributing, or excess. The contractor shall procure, maintain, and keep this coverage in force at all times during the term of the contract and at the contractor's sole expense. If subcontractors are used all subcontractors must be included under the contractor's policies or the contractor must furnish insurance certificates from each subcontractor with the same additional insured endorsement as noted above. Insurers must be AM Best rated A- or better. Such policies of insurance shall not be cancelable except upon thirty-(30) days written notice to the City of Piqua and proof of such insurance shall be furnished to the City of Piqua. You agree to make prompt written report to the insurance company involved of all accidents, occurrences, injuries or losses which may occur and of any and all claims made against the persons insured under said policies of insurance and to send copies of such reports to the City of Piqua within thirty-six (36) hours of the time that you obtained knowledge of the occurrence thereof.
26. **INDEPENDENT CONTRACTOR:** Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or other employee of the City of Piqua. Contractor shall have exclusive control of and exclusive right to control the details of the services and work performed hereunder and all persons performing the same and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Nothing herein shall be construed as creating a partnership or joint venture between City of Piqua and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant, or employee of City of Piqua, nor shall any such person be entitled to any benefits available or granted to employees of the City of Piqua.
27. **REPORTS, INFORMATION, AND AUDITS:** The Contractor shall furnish the City of Piqua such reports as may be requested pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred connected therewith, and any other matters covered by the Agreement. The Contractor shall retain all financial and administrative records for a period of three years after the expiration or termination of this Agreement, and shall permit the City of Piqua or any of its representatives or auditors access to such records. The City of Piqua has the right to request a report or audit at any time during the performance of the Agreement for any reason associated with this Agreement. The report shall be furnished in the form and at the time as requested by the City

**INVITATION FOR BID – IFB 1527**  
**SPECIFIC REQUIREMENTS FOR IFB**

1. **INSURANCE:** Insurance shall include the following minimum coverage:

- |    |  |   |
|----|--|---|
| a. | Workmen's Compensation and Disability  | Statutory Requirements                        |
| b. | Employer's Liability   | \$100,000                                     |
| c. | Commercial General Liability<br>for bodily injury and property damage<br>General aggregate | \$1,000,000 per occurrence<br><br>\$1,000,000 |
| d. | Auto Liability<br>for bodily injury and property damage                                    | \$500,000 per occurrence                      |
| e. | Ohio stop gap employer's liability   | \$1,000,000                                   |

**VICINITY SITE MAP**





**Bureau of Workers' Compensation**

30 W. Spring St.  
Columbus, OH 43215

### Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit [www.bwc.ohio.gov](http://www.bwc.ohio.gov), or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer

**1576749-0**

**ROE TRANSPORT INC  
ROE TRANSPORTATION ENTERPRISES INC  
3680 MICHIGAN ST  
SIDNEY, OH 45365-9086**

Period specified below

**07/01/2015 through  
06/30/2016**

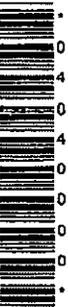


*Stephen Bucher*  
Administrator/CEO

[www.bwc.ohio.gov](http://www.bwc.ohio.gov)

Issued by:

You can reproduce this certificate as needed.



### Ohio Bureau of Workers' Compensation

#### Required Posting

Effective Oct. 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



**Bureau of Workers' Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation



## CITY – CONTRACTOR AGREEMENT

This Agreement is hereby entered into this \_\_\_\_\_ day of July 2015 between the City of Piqua, a municipal corporation in the State of Ohio (“City”) and Roe Transportation Enterprises (“Contractor”) for the services as agreed to herein.

**WHEREAS**, the City of Piqua desires to raze the structure(s) located at 102 S. Main Street, and has advertised for bids and enters into this agreement in accordance with the laws of the City of Piqua; and

**WHEREAS**, Roe Transportation Enterprises (“Contractor”) was the successful bidder as a result of the open bid process, which included the submittal of the documents attached hereto as Exhibit ‘A’; and

**WHEREAS**, this Agreement confirms the terms between the parties as substantially set out in the bid specifications;

**NOW, THEREFORE**, in consideration of the promises, mutual covenants and agreements set forth, the City of Piqua and the Contractor, each binding itself, its successors and assigns, do mutually agree as follows:

### I. PARTIES

1. City of Piqua: The City of Piqua is a municipal corporation in Miami County, State of Ohio. The City of Piqua shall be referred throughout the Agreement as “City.”
2. Contractor: Contractor is Roe Transportation Enterprises, which is the provider of the services contracted for by way of this Agreement.

### II. SCOPE OF SERVICES

All environmental remediation work required prior to demolition of the structure has been completed. The CONTRACTOR shall be responsible for the demolition of the subject structure.

CONTRACTOR shall provide/complete the following:

- 1) Secure a City of Piqua Demolition Permit, including the submittal of a performance bond for the work to be completed.
- 2) Provide notification to RAPCA and satisfy the applicable monitoring requirements.
- 3) Barricade the worksite as necessary to maintain a secure work zone and insure public safety.
- 4) Raze the primary and accessory structures, including all foundations, surface pavements, fencing and landscape vegetation unless otherwise noted, and disconnect and remove/abandon utility services as required.

- 5) Dispose of all demolition debris off site at proper receiving facility (Owner may request contractor to salvage and provide to owner certain architectural features deemed to be of historical significance – TBD prior to commencing demolition).
- 6) Water the demolition site as needed to prevent accumulations of dust and air borne debris.
- 7) Backfill excavations with suitable materials and grade site to drain and complete site restoration with placement of aggregate surface.
- 8) Install and maintain appropriate erosion control throughout the construction period.
- 9) Repair/replace adjacent improvements damaged during demolition.

CITY shall provide/complete the following:

- 1) Remove light pole adjacent to the project site.
- 2) Provide permission for CONTRACTOR to remove the chain link fence from the adjacent property and permission to use the property while completing the Project.
- 3) Monitor the Project to ensure conformance with the applicable standards.

### **III. COMPENSATION**

The City agrees to compensate CONTRACTOR for the performance of the work specified in this Agreement for a lump sum fee not to exceed Thirty-Eight Thousand Five-Hundred Dollars (\$38,500).

### **IV. LAW AND TERMS OF AGREEMENT**

#### **1. Subcontracting:**

None of the work or services covered by this Agreement shall be subcontracted, except as set forth herein, without the prior written approval of the Piqua assigned project manager. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

#### **2. Compliance With Laws and Policies:**

This Agreement is subject to and Contractor shall comply with all statutes, ordinances, regulations, and rules of the Federal Government, the State of Ohio, the County of Miami and the City of Piqua.

#### **3. Law to Govern and Forum:**

This Agreement is entered into and is to be performed in the State of Ohio. City of Piqua and Contractor agree that the law of the State of Ohio shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement. The forum for any litigation shall be Miami County, Ohio.

4. Amendment:

This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

5. Entirety:

This Agreement and the Exhibits attached hereto contain the entire Agreement between the parties as to the matters contained herein. Any oral representations of modifications concerning this Agreement shall be of no force and effect.

6. Waiver:

A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

7. Hold Harmless and Indemnification:

The Contractor shall protect, defend, indemnify and hold harmless the City of Piqua, its officers, agents, elected officials, employees, elected officials and volunteers, from any and all loss, claims, expenses, actions, causes of action, damages and obligations, financial or otherwise, including attorney fees and legal expenses, arising from any and all acts of the Contractor, its agents, employees, licensees, or invitees, that result in injury to persons or damage to property.

8. Insurance:

The Contractor, at its sole cost and expense, shall procure and maintain at all times during the term of this Agreement general liability or other insurance in an amount not less than One Million Dollars (\$1,000,000) for liability for acts of the Contractor or its agents and/or employees. The City of Piqua shall be an additional named insured with the following language required:

“City of Piqua, its employees, agents, volunteers, all boards, commissions, and/or authorities and board members, including employees, agents and volunteers thereof are an additional insured and this insurance coverage shall serve as Primary to the Additional Insureds and not contributing with any other insurance or self-insurance available to the Additional Insureds.”

Each entity must provide a certificate of insurance that has at least \$1 million commercial general liability coverage per occurrence or \$2 million aggregate on ISO Form CG 00 01 12 07. Cincinnati Insurance endorsement form GA 411311 99 will not be accepted.

9. Notice:

This Agreement provides that all notices be personally served or sent by certified mail, postage prepaid and return receipt requested, addressed to the following parties:

To the City:  
City of Piqua  
Development Department  
Chris Schmiesing  
201 W. Water Street  
Piqua, Ohio 45356

To the Contractor:  
Roe Transportation  
Enterprises  
Shane Roe  
3680 West Michigan Street  
Sidney, Ohio 45365

10. Independent Contractor:

The Contractor, his assigns, heirs, successors, employees and any and all subcontractors are independent contractors and are not agents and/or employees of the City of Piqua.

11. Audit:

At any time the City shall have the right to request an audit of the Contractor's records to determine compliance with the terms of this Agreement. Upon such request by the City, the Contractor shall permit inspection of its records within two (2) days. Failure to comply with the City's request for an audit shall be cause for the City to withhold payment for services until the audit takes place and the City is able to obtain the information to satisfy compliance with the terms of this Agreement.

12. Assignment:

This Agreement shall not be assigned without the express written approval of the City of Piqua. Failure to secure the City's approval prior to assignment of this Agreement shall be cause for termination of this Agreement with any and all costs and damages being assessed to the Contractor.

13. Default:

Should the Contractor default on any provision of this Agreement, the City shall provide written notice of the default and Contractor shall have a period of thirty (30) days to cure the default. If the Contractor does not cure the default within the allotted period, the City may cure the default and assess the costs to the Contractor or may terminate the Agreement for reason that said Contractor has breached this Agreement and was considered in default.

14. Termination:

This Agreement may only be terminated if either party should fail materially to fulfill its obligations under this Agreement, the other party may notify the breaching party of the intent to terminate the Agreement. If a party should seek termination, said party shall provide thirty (30) days written notice, specifying the reason(s) which constitute a failure to perform. The breaching

party shall have thirty (30) days to cure the default from the notice of intent to terminate. Failure to cure the default terminates the Agreement at the expiration of the thirty (30) days.

**15. Term:**

The term of this Agreement shall be for the period beginning from the date of execution of this Agreement through the date of completion of the scope of work described here in, not to exceed 4 months. Said term is non-renewing.

**16. Conflict of Interest:**

No officer, employee, or agent of the City of Piqua who exercises any functions or responsibilities in connection with the planning and carrying out of the program, nor any immediate family member, close business associate, or organization which is about to employ any such person, shall have any personal financial interest, direct or indirect, in the Contractor or in this Agreement and the Contractor shall take appropriate steps to assure compliance.

The Contractor agrees that it will not contract with any subcontractor in which it has any personal interest, direct or indirect. The Contractor further covenants that in the performance of this Agreement, no person having any conflict shall be employed.

**17. Waiver:**

A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

**18. Proprietary Materials:**

The City of Piqua acknowledges that in the course of performing services, the Contractor may use products, materials or proprietary information. The City of Piqua agrees that it shall have or obtained no rights in the proprietary material, except pursuant to a separate written agreement that may be executed by the parties.

The Contractor acknowledges that in the course of performing services for the City of Piqua, the materials and information obtained, used, and/or produced for the City of Piqua are the exclusive properties of the City and may not be disseminated in any manner without the prior written approval of the City of Piqua.

**19. Ownership of Property:**

The Contractor agrees that at the expiration or in the event of termination of this Agreement, any memoranda, maps, drawings, working papers, reports

and other similar documents produced in connection with the Agreement shall become the property of the City of Piqua.

The Contractor acknowledges that the City of Piqua is obligated to comply with the Public Records law of the State of Ohio and must disclose upon request any document that is considered a public record pursuant to the law.

20. Warranty:

The Contractor warrants that the service to be provided by it hereunder will be performed in good, timely, and professional manner by qualified staff and in accordance with generally accepted industry standards.

**V. SIGNATURE**

The parties enter into this Agreement on the date referenced above, as executed and witnessed in accordance with the below signatures.

CITY OF PIQUA  
By:

CONTRACTOR  
By:

\_\_\_\_\_  
Gary A. Huff, City Manager

\_\_\_\_\_  
Title:

Witness:

Witness:

\_\_\_\_\_  
Approved as to form:

\_\_\_\_\_  
Approved as to funding:

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

\_\_\_\_\_  
Cynthia A. Holtzapple, Finance Director