

REGULAR PIQUA CITY COMMISSION MEETING  
TUESDAY, SEPTEMBER 1, 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

PROCLAMATION: PROSTATE CANCER AWARENESS MONTH

PROCLAMATION: NATIONAL PREPAREDNESS MONTH IN THE CITY OF PIQUA

PUBLIC HEARING:

DP&L / Vectren Franchise Agreement – Ms. Stacy Wall, City of Piqua Law Director

REGULAR CITY COMMISSION MEETING

CONSENT AGENDA

1. APPROVAL OF MINUTES

Approval of the minutes from the Regular Piqua City Commission Meeting of August 18, 2015

2. RES. NO. R-118-15

A Resolution of Appreciation for the Public Service of William J. Liddy as a City Employee

OLD BUSINESS

3. ORD. NO. 10-15 (3<sup>rd</sup> Reading)

An Ordinance to levy Special Assessments to pay for the cost of nuisance abatement assessment

NEW BUSINESS

4. RES. NO. R-119-15

A Resolution authorizing a contract with Fifth Third Bank, JPMorgan Chase Bank, NA, U.S. Bank, N.A., Unity National Bank and Mainsource Bank to serve as a depository for public funds

5. RES. NO. R-120-15

An Emergency Resolution authorizing a purchase order to Best Equipment Co. Inc., for the repair of trucks for the Underground Utilities Department

6. RES. NO. R-121-15

An Emergency Resolution authorizing a purchase order to Prograde Excavation & Demolition, LLC for the Storm Water Repair on E. Water Street for the Underground Utilities Department

7. RES. NO. R-122-15

A Resolution authorizing the City Manager to contract with the Miami County Public Defender Commission

8. RES. NO. R-123-15

A Resolution authorizing to increase the initial annual purchase order for Kirk National lease for heavy equipment repairs for the Public Works Department

9. RES. NO. R-124-15

A Resolution authorizing to increase the initial annual purchase order for Dick Lumpkin's Auto Body for 1-Ton and Under Equipment repairs for the Public Works Department

10. RES. NO. R-125-15

A Resolution authorizing a purchase order to Cascade Engineering for the purchase of recycling carts

**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**



## CITY COMMISSION OFFICE

Mayor Lucinda L. Fess - City Commissioner  
201 West Water Street • Piqua, Ohio 45356  
(937) 778-2051 • FAX (937) 778-2048  
Email: ward5comm@piquaoh.org

### PROCLAMATION

**WHEREAS**, prostate cancer is the most commonly diagnosed non-skin cancer in men and the second leading cause of cancer deaths in men; and

**WHEREAS**, everyday approximately 240,000 men are diagnosed with prostate cancer in the United States alone every year – one man every 2.63 minutes, roughly 30,000 die each year from the disease – one man every 17.52 minutes; and

**WHEREAS**, one in seven men are diagnosed with prostate cancer, African American men are at the highest risk for the disease with a rate of one in four men. African American men are 2.5 times more likely to die from the disease; and

**WHEREAS**, education regarding prostate cancer and early detection strategies is critical to saving lives and preserving and protecting our families; and

**WHEREAS**, all men are at risk for prostate cancer and we encourage the citizens of Piqua to increase the importance of prostate screenings.

**NOW, THEREFORE**, I Lucinda L. Fess, Mayor of the City of Piqua, Ohio, do hereby proclaim the month of September as:

### PROSTATE CANCER AWARENESS MONTH

in the City of Piqua.



**IN WITNESS WHEREOF**, I have hereunto set my hand and caused to be affixed the Seal of the City of Piqua, Ohio, this 1st day of September 2015.

*Lucinda L. Fess*  
LUCINDA L. FESS, MAYOR



## CITY COMMISSION OFFICE

Mayor Lucinda L. Fess - City Commissioner  
201 West Water Street • Piqua, Ohio 45356  
(937) 778-2051 • FAX (937) 778-2048  
Email: ward5comm@piquaoh.org

### PROCLAMATION

*WHEREAS*, National Preparedness Month is sponsored by the U.S. Department of Homeland Security, the Ready Campaign and Citizen Corps. National Preparedness Month is held every September and its purpose is to encourage Americans to prepare for emergencies that can occur in their homes, businesses and communities, for any type of emergency, including natural disasters and potential terrorist attacks; and

*WHEREAS*, this year, FEMA and the Ready Campaign are asking citizens to take action now. Make a plan with your neighborhood, your family, and for your pets. Plan how to be safe and communicate during disasters or incidents that can impact your community; and

*WHEREAS*, the Ohio Department of Public Safety, Emergency Management Agency also promotes public awareness by reminding all Ohioans to take time to coordinate simple steps to prepare for emergencies, including getting an emergency supply kit, making a family disaster plan, being informed about the types of incidents that can occur in their communities, both natural and man-made and supports National Preparedness Month with its campaign "**Don't Wait. Communicate**"; and

*WHEREAS*, the Ready Campaign has established four universal building blocks of emergency preparedness: Be Informed; Make a Plan; Build a Kit and Get Involved. America's PrepareAthon! is a grassroots campaign for action to increase community preparedness and resilience, and individuals are encouraged to sign-up for PrepareAthon! and the national day of action; and

*WHEREAS*, citizens are encouraged to review preparedness steps, participate in citizen preparedness activities, visit the websites of the Ready campaign at [www.ready.ohio.gov](http://www.ready.ohio.gov), [www.ready.gov](http://www.ready.gov), like the Ohio EMA Facebook page and follow the Ohio EMA on Twitter @ohio\_ema for tips on how to be informed, make a plan, build a kit, and get involved.

**NOW, THEREFORE**, I Lucinda L. Fess, Mayor of the City of Piqua, Ohio, do hereby proclaim the month of September 2015 as:

#### NATIONAL PREPAREDNESS MONTH

And I call upon all Ohioans to recognize the importance of preparing for all potential disasters and emergencies by participating in appropriate preparedness programs and activities scheduled throughout the month of September.



*IN WITNESS WHEREOF*, I have hereunto set my hand and caused to be affixed the Seal of the City of Piqua, Ohio, this 1<sup>st</sup> day of September 2015.

LUCINDA L. FESS, MAYOR



## LAW DEPARTMENT

---

Stacy M. Wall – Law Director  
201 West Water Street \* Piqua, Ohio 45356  
(937) 778-2042 - FAX (937) 778-2043  
E-Mail: [swall@piquaoh.org](mailto:swall@piquaoh.org)

To: Mayor Lucy Fess  
Commissioner William Vogt  
Commissioner John Martin  
Commissioner Judy Terry  
Commissioner Joe Wilson  
Gary A. Huff, City Manager

Copy: Amy Havenar, City Engineer

From: Stacy M. Wall, Law Director

Date: August 28, 2015

Re: Franchise Agreement with Vectren Energy

---

This memo is in reference to the franchise agreement that the City has with Vectren Energy. By way of background, the City entered into a franchise agreement with Mercer Gas & Fuel Company on November 15, 1887. That agreement was later assigned to Dayton Power & Light. In 2000, Vectren purchased the natural gas assets of DP&L. After the original agreement in 1887, the City Commission adopted Ordinance 30-00 simply to reflect that Vectren and not DP&L was the holder of the natural gas assets and the franchise agreement needed to be amended to represent the correct owner. No other changes have been made to the 1887 agreement other than a name change.

Charter Section 106 governs the procedural process involving a franchise agreement which requires: (1) a public report containing recommendations and (2) adequate public hearing(s) have been held by the City Commission. A public hearing is being held by the Commission on September 1, 2015, and three readings of the Ordinance will then follow at the next three regularly scheduled meetings. This memo will serve as the public report as required by the Charter.

The 1887 Ordinance has had no changes to its terms and conditions. Vectren's legal counsel contacted me to request changes primarily because of the age of the agreement but also because Vectren has been in the process of attempting to standardize franchise agreements with all municipalities for operational purposes.



Vectren submitted a proposed draft of the new terms and conditions. After review of the draft by me and City Engineer Amy Havenar, the terms were negotiated. Engineer Havenar indicated that Vectren has been cooperative with the City of Piqua and has been performing in accordance with the proposed terms for quite some time without issue. Ms. Havenar is in favor of the proposed franchise agreement to update the terms and bring it into compliance with the current relationship and process between the City of Piqua and Vectren.

The significant changes to the agreement include:

- (1) A five year term, with five year renewable terms;
- (2) A 6 month notice period for termination;
- (3) The ability for the City to request a yearly construction and maintenance plan and maps covering the natural gas facilities in the public right of way;
- (4) The obligation to secure a permit prior to the commencement of construction in the right of way;
- (5) The requirement of a performance bond; and
- (6) The obligation of Vectren to move or adjust facilities at the City's request when needed to accommodate a municipal improvement.

Again, these changes are in conformance with the working relationship that Vectren has already established with the City, specifically the Engineer's Office. In addition to these changes, Vectren continues to be required to follow any other City, State or Federal requirement or regulation.

Vectren, despite wanting to standardize its franchise agreements, was more than willing to consider the City's proposed changes and recommendations and the parties mutually agreed upon the proposed terms. It is recommended that the City Commission accept the proposed franchise agreement as attached and after consideration adopt such agreement in the form of an Ordinance.

Please let me know if you have any questions.

Thank you.



**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE GRANTING TO VECTREN ENERGY DELIVERY OF OHIO, INC. AND INDIANA GAS COMPANY, AS TENANTS IN COMMON, THEIR SUCCESSORS AND ASSIGNS, A GAS FRANCHISE IN THE CITY OF PIQUA, STATE OF OHIO, FOR A PERIOD OF FIVE (5) YEARS, AUTOMATICALLY RENEWING FOR ADDITIONAL PERIODS OF FIVE (5) YEARS UNLESS NOTICE IS GIVEN, COMMENCING ON THE EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, it is necessary to adopt an ordinance granting Vectren Energy Delivery of Ohio, Inc. and Indiana Gas Company, as tenants in common, their successors and assigns, a gas franchise allowing the right and privilege of transacting business with the City of Piqua.

WHEREAS, City of Piqua Charter Section 106 requires that for approval of an ordinance granting, amending or renewing a franchise there must be first a public report to the Commission recommending the Ordinance and adequate public hearings were held by the Commission.

**BE IT ORDAINED BY THE PIQUA CITY COMMISSION, A MAJORITY OF ITS MEMBERS CONCURRING THAT:**

SECTION 1: Subject to the terms and conditions hereof, Vectren Energy Delivery of Ohio, Inc. and Indiana Gas Company, as tenants in common ("the Company"), their successors and assigns, are granted the right and privilege for the period of five (5) years, commencing on the effective date of this ordinance, to do, carry on and transact in the City of Piqua (the "Municipality") including any area annexed thereto, the authorized business of the Company, including the business of supplying natural gas to the Municipality and its inhabitants for the purposes for which natural gas is now or may hereafter be used, and to that end to enter upon and in, use and occupy the streets, alleys, avenues, public places and ways of the Municipality to install, maintain and operate all necessary and proper lines, equipment and devices for carrying on its business pursuant to the terms and conditions listed herein. The rights granted to the Company pursuant to this Ordinance shall automatically renew for five (5) year periods. The Municipality may terminate this agreement by providing six (6) months notice of its intent to terminate any time after the third (3) year.

This grant shall apply to all such lines, equipment and devices used or useful for the aforesaid purposes, which are now owned by the Company in said Municipality, and to such as hereafter may be installed, placed or erected by the Company.

SECTION 2: The Company's Natural Gas Service General Service Rules and Regulations filed with and approved by The Public Utilities Commission of Ohio currently in effect, and as may be amended from time to time pursuant to the authority of The Public Utilities Commission of Ohio, shall apply to and shall control the furnishing of natural gas services pursuant to this franchise.

SECTION 3: Upon the installation, removal or relocation of any such lines, equipment and devices, the surface of each street or public way, which may have been disturbed or broken, shall be replaced in good and workmanlike condition by the Company.

SECTION 4: Nothing in this ordinance shall be construed as granting to the Company an exclusive right or privilege.

SECTION 5: Upon request of the Municipality made no later than November 1<sup>st</sup> of each calendar year, under this franchise, the Company agrees to file with the Municipality a Construction and Major Maintenance Plan ("Plan"), in a format mutually agreeable to the Municipality and the Company, that includes the Company's currently scheduled and/or anticipated construction or major maintenance projects for the next calendar year located within the geographical boundaries of the Municipality. Said Plan shall be filed on or before January 15<sup>th</sup> of the calendar year for which the Plan is applicable or on another mutually agreeable date.

SECTION 6: The Company recognizes that it owns numerous facilities and real property within the Municipality and recognizes its commitment to maintain these facilities in a manner befitting the surrounding environment of each facility.

SECTION 7: Upon request of the Municipality but not more than once annually, the Company shall provide to the Municipality in the most advanced mapping format and in as much detail as currently available to the Company, maps covering the location of all of the Company's natural gas facilities located within the public rights of way within the Municipality.

SECTION 8: Prior to the commencement of any construction activity by the Company within the public rights of way that requires a permit and otherwise is not exempted by this franchise, the Company agrees to take all reasonable steps to secure all applicable permits from the Municipality. The Municipality may impose reasonable conditions upon the issuance of any permit and the performance of the Company thereunder to protect the public health, safety and welfare of its constituents. Prior to issuing the permit, the Company shall provide a Performance Bond.

SECTION 9: The Company shall not be required to secure a permit for construction activity required as a result of any condition involving Company natural gas facilities located within the public rights of way, that poses a clear and immediate danger to life, health or safety to any person or a significant loss of real or personal property (an "Emergency"). Company shall notify the Municipality as soon as reasonably possible

upon learning of any event regarding Company natural gas facilities located within the public rights of way that the Company considers to be an Emergency. The Company agrees to restore the impacted public rights of way to its pre-Emergency condition or functional equivalent as soon as practicable after the Emergency ends.

SECTION 10: The Company, upon request by the Municipality, shall remove, adjust or relocate any and all natural gas pipes, main, service pipes, conduits, valve, drips, curb boxes, manholes, vaults, regulators, or any other natural gas devices or appliances located within the public rights of way at no cost to the Municipality when such removal, adjustment or relocation is requested to accommodate a municipal improvement involving streets, alleys, avenues, public places and ways of the Municipality .

SECTION 11: This Ordinance shall be accepted by the Company in writing within sixty (60) days after the effective date hereof, and upon such acceptance filed with the Commission Clerk, this Ordinance shall be and constitute a contract between the Municipality and the Company for the uses and purposes herein provided.

SECTION 12: This ordinance shall take effect and be in force from and after the earliest period allowed by law and in accordance with Charter Section 106.

PASSED by the Commission of the City of Piqua, State of Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

ATTEST:

\_\_\_\_\_  
REBECCA J. COOL, CLERK

### **CERTIFICATE**

I, \_\_\_\_\_, Clerk of the City of Piqua, Ohio, do hereby certify that the foregoing is a true and correct copy of Ordinance No. \_\_\_\_\_, passed by the Commission of said City of Piqua on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

|  
WITNESS my hand at the \_\_\_\_\_ of \_\_\_\_\_, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
CLERK

DRAFT

**MINUTES  
PIQUA CITY COMMISSION  
Tuesday, August 18, 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, Vogt, and Martin. Absent: None.

**REGULAR CITY COMMISSION MEETING**

**Consent Agenda**

**Approval of Minutes**

Approval of the minutes from the August 4, 2015 Regular Piqua City Commission Meeting.

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

**OLD BUSINESS**

Moved by Commissioner Wilson, seconded by Commissioner Martin, to bring Ordinance No. 7-15 back to the table. Voice vote, Aye: Wilson, Vogt, Martin, Terry, and Fess. Nay, None. Motion carried unanimously to bring Tabled Ordinance No. 7-15 back to the table.

**ORD. NO. 7-15 TABLED (3<sup>rd</sup> Reading)**

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

Stacy Wall, Law Director provided the Staff Report.

This ordinance was brought before Commission as a result of another Ordinance where there were quite a few inconsistencies in the curfew in the various city parks, and went to two meetings.

The Piqua Park Board met on August 5<sup>th</sup> with 7 members present. It was noted after review of the ordinance they did not recommend any changes to Tabled Ordinance 7-15 at this time.

The primary changes were to remove the language that was very outdated and to clean up the curfew time and revise the smoking regulations.

Mayor Fess stated she received a telephone call regarding the penalty for smoking in the park under Section 94.24 (C) 5. Ms. Wall provided additional information on the penalty section 94.24 (C) 5.

**Public Comment**

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

The Commission discussed the dollar amount and the jail time in detail, asking about different degrees of misdemeanors that might apply.

There was further discussion and comments made by Commissioners regarding the various changes they would like to see in this ordinance.

Motion was made by Commissioner Martin, seconded by Commissioner Wilson to amend Ordinance No. 7-15 Section 94.24 (C) (5) to read as follows:

*A violation of Section 94.23 (C) is a minor misdemeanor, punishable by a fine up to \$150.00 for a first offense. Each subsequent offense enhances the penalty to a fourth degree misdemeanor up to a first degree misdemeanor, increasing the penalty with each offense.*

Roll call, Aye: Terry, Wilson, Martin, Vogt, and Fess. Nay, None. Motion carried unanimously to amend Ordinance No. 7-15.

After further discussion Commissioner Wilson moved to remove "Public Square Park and gazebo and Veterans Memorial Way (bounded by Market and High Streets and Wayne Street)" from Section 94.23 (A). It was moved by Commissioner Vogt, seconded by Commissioner Martin to table the issue so the Law Director could consider language on how to address the gazebo. Roll call, Aye: Fess, Martin, Wilson, and Vogt. Nay: Terry. Motion carried on a 4-1 vote to table Ordinance No. 7-15 at this time.

**ORD. NO. 8-15 (3rd Reading)**

An Ordinance amending Section 77.01 –Schedule VI of the Piqua Code, relating to right turn on red prohibited

Amy Havenar, City Engineer provided the Staff report

With the opening of the new Piqua Central Intermediate School on Nicklin Avenue and the closing of some additional schools throughout the community, changes are being proposed to increase pedestrian safety, and to improve the traffic flow through the community. The increased pedestrian traffic at the Intermediate School and at the Broadway and Park Avenue intersection warrants the request to prohibit right turns on red between the hours of 7:00 am and 4:00 pm during school days at the intersection of Park Avenue & Broadway. The ordinance also allows for the removal of the right turn on red during school days restriction at the following intersections where the school will be demolished or in some cases, where the signs have been removed and the code was never updated to reflect these changes, stated Ms. Havenar.

- Ash Street and College Street
- Main Street and Garnsey Street
- Main Street and South Street
- North Street and College Street
- South Street and Brice Avenue
- South Street and Roosevelt Avenue
- Wayne Street and South Street

**PUBLIC COMMENT**

No one came forward to speak for or against Ordinance 8-15.

Ordinance No. 8-15 was given a second reading.

**ORD. NO. 9-15 (3rd Reading)**

An Ordinance to make appropriations for the City of Piqua, Ohio for the year 2015

Cynthia Holtzapple, Assistant City Manager/Finance Director provided the Staff Report.

Each year about this time the Finance Department submits a supplemental appropriation as it is required to present the 2015 annual budget to the City Commission in early November 2014 before all project times and costs are known. Some of the projects that were expected to be completed last year will sometimes be carried over into the next year. During the fiscal year unexpected expenses sometimes occur, and the supplemental appropriation allows the city to more accurately reflect these changes in the financial statement, stated Ms. Holtzapple.

**PUBLIC COMMENT**

No one came forward to speak for or against Ordinance No. 9-15 at this time.

Moved by Commissioner Terry, seconded by Commissioner Wilson, that Ordinance No. 9-15 be adopted. Roll call, Aye: Fess, Wilson, Vogt, Martin, and Terry. Nay, None. Motion carried unanimously. Mayor Fess then declared Ordinance No. 9-15 adopted.

**ORD. NO. 10-15 (2nd Reading)**

An Ordinance to levy Special Assessments to pay for the cost of nuisance abatement assessment

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

The city abates nuisance conditions such as mowing high grass, removing trash, trimming trees, and demolishing structures according to city code. The assessments take place after the property owner has been notified of the condition and is given a timeframe to comply with the code. Failure to comply results in the abatement, stated Ms. Welker.

The cost of the abatement plus a \$35 administration fee is charged to the property owner, and property owners are also subject to repeat offender charges for multiple violations in a one year period. If the property owner fails to pay the abatement cost then the costs are certified to the County Auditor to be placed on their property taxes.

The Miami County Auditor only accepts these assessments one time per year, and the assessments are due to the Auditor by September 14, 2015.

Commissioners asked several questions regard the ownership of the properties when they go into foreclosure and go up for Sheriff Sale.

Justin Sommer, Assistant City Manager/Economic Development Director provided additional information on the various options that were available. City Manager Huff also stated that the County is willing to work with the City on finding the best way to solve the problems.

Stacy Wall, Law Director also provided additional information on the foreclosure problems.

**PUBLIC COMMENT**

Gary Koenig, Peregrine Place, Candidate for 4<sup>th</sup> Ward Commissioner /Mayor came forward and voiced his opinion the assessment process.

Ordinance No 10-15 was given a second reading.

**NEW BUSINESS**

**RES. NO. R-113-15**

A Resolution fixing the time and place for a Public Hearing on the renewal and amendment of the Franchise Agreement in accordance with Charter Section 106 of the City of Piqua

Bob Bowman, Assistant Power System Director provided the Staff Report.

Vectren Energy Delivery of Ohio has requested the franchise agreement with the City of Piqua be amended. The original franchise agreement is from 1887 and was amended in 2000 only to reflect an assignment from DP & L to Vectren. Piqua Charter Section 106 required that prior to an ordinance being adopted granting, amending or renewing a franchise there shall be a public written report containing recommendations on the franchise agreement and adequate public hearings held. A Public Hearing will be held in the Commission Chambers at the September 1, 2015 Commission Meeting to consider the Ordinance amending the franchise agreement with Vectren, stated Mr. Bowman.

Commissioners asked several questions, Law Director Stacy Wall provided additional information on the reason for amending the franchise agreement at this time.

## **PUBLIC COMMENT**

Nick Alexander, S. Roosevelt came forward and asked if this resolution was for gas and electric service within the city?

Mr. Bowman replied to Mr. Alexanders questions.

Moved by Commissioner Terry, seconded by Commissioner Wilson, that Resolution No. R-113-15 be adopted. Roll call, Aye: Fess, Terry, Wilson, Vogt, and Martin. Nay: None. Motion carried unanimously. Mayor Fess then declared Res. No. R-113-15 adopted.

## **RES. NO. R-114-15**

A Resolution awarding a contract to Sulzer Turbo Services for the inspection and repairs to #9 Gas Turbine

Bob Bowman, Assistant Power System Director provided the Staff Report.

The Power System owns and operates two combustion gas turbines, #8GT and #9GT. In 2012 Piqua completed a major initiative which upgraded the control for both #8GT and #9GT to the Emerson's Ovation Software. In addition Piqua completed a rebuild of #8GT, and at this time #8GT is considered to be in "like-new" condition. #9GT will be 50 years old in 2016 and has never received an overhaul or a complete inspection. As part of the preventive maintenance we need to perform a complete inspection to prevent any possibility of a major failure in the future, stated Mr. Bowman.

On June 22, 2015 the power system released an RFG for the #9GT Inspection and Repair Project to eight different companies, On July 10, 2015 we received proposals from 3 different companies. EthosEnergy, Sulzer, and ProEnergy. After review EthosEnergy's proposals did not satisfy the required project scope. Based on the two remaining companies the Power System would like to proceed with Sulzer Turbo Services, as they have been before used on the #8GT rebuild and it was a very successful project, stated Mr. Bowman.

Commissioners asked several questions regarding pricing and services and different dollar amounts listed on the bid sheets. Mr. Bowman explained. City Manager Huff also provided additional information.

Law Director Stacy Wall provided additional information regarding the repairs and providing information regarding the insurance on the turbines.

## **Public Comment**

No one came forward to speak for or against Resolution No. R-114-15 at this time.

Moved by Commissioner Martin, seconded by Commissioner Vogt, that Resolution No. R-114-15 be adopted. Roll call, Aye: Martin, Terry, Wilson, Fess, and Vogt. Nay: None. Motion carried unanimously.

## **RES. NO. R-115-15**

A Resolution authorizing preliminary consent legislation with the Ohio Department of Transportation (ODOT) for work on the MIA-36-11.74 bridges over Interstate 75 within the City of Piqua

Amy Havenar, City Engineer, provided the Staff Report.

ODOT is requesting legislation to complete the work on the US Route 36 bridges over Interstate 75. The project will consist of the panting of the existing steel superstructure and the sealing of the necessary concrete surfaces on the structure. As with al ODOT projects, ODOT requires the permission of the local entity prior to commencement of work within that entities corporation limit, stated Ms. Havenar.

**Public Comment**

No one came forward to speak for or against Resolution No. R-115-15 at this time.

Moved by Commissioner Wilson, seconded by Commissioner Terry, that Resolution No. R-115-15 be adopted. Roll call, Aye: Fess, Terry, Wilson, Vogt, and Martin. Nay: None. Motion carried unanimously. Mayor Fess then declared Res. No. R-115-15 adopted.

**RES. NO. R-116-15**

A Resolution authorizing preliminary legislation with the Ohio Department of Transportation (ODOT) for the pavement planning and resurfacing of US Route 36 from R.M. Davis Parkway to South College Street within the City of Piqua

Amy Havenar, City Engineer, provided the Staff Report.

The City of Piqua contacted ODOT to see if they would participate in the resurfacing of US Route 36 (Covington Avenue) between RM Davis Parkway and College Street. ODOT will provide 80% from the Urban Paving Program funds, and the City will be responsible for 20% of the total project costs, stated Ms. Havenar.

**Public Comment**

No one came forward to speak for or against Resolution No. R-116-15 at this time.

Moved by Commissioner Terry, seconded by Commissioner Martin, that Resolution No. R-116-15 be adopted. Roll call, Aye; Martin, Fess, Terry, Wilson, and Vogt. Nay, None. Motion carried unanimously. Mayor Fess the declared Resolution No. R-116-15 adopted.

**RES. NO. R-117-15**

A Resolution amending a contract with Fanning/Howey Civil Group for the design of the north Main Street Streetscape project

Amy Havenar, City Engineer provided the Staff Report.

In April of 2013, Commission approved the agreement with Fanning Howey Engineering Group for the design of the N. Main Street Streetscape Project. The project limits are on N, Main Street between Greene Street and North Street and will consist of the removal and replacement of sidewalk, curbing, street signs, light poles, and installation of brick pavers, benches, trash receptacles and other streetscape amenities where right-of-way permits.

The original legislation Resolution No. R-56-13 was with Fanning Howey Engineering Group, and they have since created their own firm and is now Access engineering Solutions. A new purchase order will be issued to Access Engineering Solutions for the additional redesign of the project. However, this is still part of the original legislation thus the reason for Commission approval, stated Ms. Havenar.

City Manager Huff stated the business owners in the project area feel the parking spaces in front of their businesses are extremely important and would like them to remain.

**Public Comment**

No one came forward to speak for or against Resolution No. R-117-15 at this time.

Moved by Commissioner Wilson, seconded by Commissioner Terry, that Resolution No R-117-15 be adopted. Roll call, Aye: Fess, Terry, Wilson, Vogt, and Martin. Nay, None. Motion carried unanimously. Mayor Fess then declared Resolution No.R-117-15 adopted.

**PUBLIC COMMENT**

Nick Alexander, S. Roosevelt, came forward and voiced his opinion about walking on the grass along the Greene Street connector to the Linear Park in reference to Tabled Ordinance No. 7-15. City Manager Huff stated that is primarily sidewalk area.

Mr. Alexander further required about the speed limits on the Bike Path if they were listed before the changes were made or not or in a separate section? Ms. Wall stated she did not make any changes to speed limits in this ordinance, so they were not in there before the changes were made. Mr. Alexander made reference to several types of bicycles that move at various speeds.

**MONTHLY REPORTS**

Monthly Reports for June 2015 were accepted.

**City Manager's Report**

City Manager Huff announced a Joint Work Session with the Piqua City School Board and the Piqua City Commission will take place on August 27, 2015 at 4:00 P.M. in the new Piqua Central Intermediate School.

City Manager Huff also announced the Piqua Municipal Swimming Pool will close for the season on Sunday, August 23 at the end of the day. The reason being all of the life guards are leaving to go back to college.

City Manager Huff invited citizens to come downtown to Lock Nine Park on Saturday August 22 to the Down the River Down a Beer event. There will be a special display event "River Fire" later in the evening on the river, stated City Manager Huff.

**Commissioners Comments**

Commissioner Martin stated there are a lot of interesting things happening in Piqua to make our town a better place to live, and encouraged citizens to get out and enjoy them.

Commissioner Wilson stated that the Music Warehouse provided a great performance recently; further stating a lot of work went into putting this all together from setting up to tearing down. Commissioner Wilson stated he appreciates all who helped in any way to make this a great performance.

Commissioner Wilson reminded citizens that school will be starting on August 24, and to watch out for children walking and crossing the streets.

Commissioner Wilson also commented on the College Street 2 way stops and reminded citizens to be aware of the changes that were made.

Moved by Commissioner Vogt, seconded by Commissioner Martin, to adjourn from the Regular City Commission Meeting at 8:35 P.M. Voice vote, Aye: Vogt, Fess, Martin, Wilson, and Terry. Nay: None.

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

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

ATTEST: \_\_\_\_\_

REBECCA J. COOL  
CLERK OF COMMISSION

RESOLUTION NO. R-118-15

A RESOLUTION OF APPRECIATION FOR THE  
PUBLIC SERVICE OF WILLIAM J. LIDDY  
AS A CITY EMPLOYEE

WHEREAS, William J. Liddy has retired as Journeyman Line Crew Leader with the Power System Department; and

WHEREAS, his retirement follows over 30 years of faithful and dedicated service to the City and its citizens;

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

SEC. 1: In recognition and appreciation of the public service of William J. Liddy as Journeyman Line Crew Leader with the Power System Department, this Commission tenders its unanimous and respectful tribute by this Resolution, which shall be a matter of public and permanent record.

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

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

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

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

ORDINANCE NO. 10-15

**AN ORDINANCE TO LEVY SPECIAL ASSESSMENTS  
TO PAY FOR THE COST OF NUISANCE ABATEMENT  
ASSESSMENT**

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: The assessment of the cost and expense of improving a certain lot, as herein set out, by nuisance abatement on said property, as reported to this Commission in Exhibit "A" attached hereto, are hereby adopted and confirmed, and that there be and is hereby levied and assessed upon the lot improved by the aforementioned nuisance abatement, the amount reported as aforesaid which assessment, together with the description of said lot is now on file in the offices of the Clerk of this Commission, the Director of Health, and the Director of Finance and is not in excess of the special benefits to said property, and is not in excess of a statutory limitation.

SEC. 2: The total assessment against said lot shall be payable in cash or at the option of the owner, in two equal semiannual installments. All cash payments of assessments and installments shall be made to the Director of Health. All assessments and installments thereof remaining unpaid shall be certified by the Clerk of this Commission to the County Auditor, as provided by law, to be by him placed on the tax duplicate and collected as other taxes are collected. Said assessment shall include the cost of publishing and serving of any and all notices, ordinances and resolutions required.

SEC. 3: At any time after the adoption of this Ordinance should the City Law Director enter into a settlement with the property owner regarding his assessments, the Law Director shall have the authority to request the Auditor remove the assessment without any further action by the City Commission.

SEC. 4: This Ordinance is required to be effective immediately in order to submit assessment to the County Auditor's office by September 14, 2015; wherefore; this ordinance shall be in full force and effect immediately upon its passage.

**1<sup>st</sup> Reading 8-4-15**  
**2<sup>nd</sup> Reading 8-18-15**

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

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

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



# Commission Agenda Staff Report

<b>MEETING DATE</b>	August 4, 2015, August 18, 2015 and September 1, 2015		
<b>REPORT TITLE</b> (Should match resolution/ordinance title)	An Ordinance to Levy Special Assessments to Pay for the Cost of Nuisance Abatement Assessment		
<b>SUBMITTED BY</b>	Name & Title: Amy Welker, Director of Health & Sanitation Department: Health		
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution <input type="checkbox"/> Regular
<b>APPROVALS/REVIEWS</b>	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> Department Director;		<input type="checkbox"/> Other:
<b>BACKGROUND</b> (Includes description, background, and justification)	<p>The city abates nuisance conditions on properties including mowing high grass, removing trash, trimming trees, and demolishing structures according to city code. Abatements take place after the property owner has been notified of the condition and given a timeframe to comply with the code. Failure to comply results in the abatement.</p> <p>The cost of the abatement plus an administration fee (\$35) is charged back to the property owner. Property owners are also subject to repeat offender charges for multiple violations in a year. If the property owner fails to pay the abatement cost then the costs are certified to the county auditor to be placed on the property taxes.</p> <p>The auditor accepts these assessments once per year. This year the assessments are due to the auditor by September 14, 2015.</p>		
<b>BUDGETING AND FINANCIAL IMPACT</b> (Includes project costs and funding sources)	Budgeted \$:		
	Expenditure \$:		
	Source of Funds:	Reimbursement of \$82,760.36	
	<b>Narrative:</b>	This ordinance will allow for the collection of \$82,760.36 which includes the cost to the city to hire contractors to complete the abatements and also administrative costs.	
<b>OPTIONS</b> (Include Deny /Approval Option)	1.	Pass the ordinance to assess the abatement costs.	
	2.	Do not pass the ordinance.	
	3.	Provide further direction to staff.	
	4.		
<b>PROJECT TIMELINE</b>	<p>First reading at the 8-4-15 meeting.          Second reading at the 8-18-15 meeting.          Third reading at the 9-1-15 meeting.          Assessments sent to county auditor by 9-14-15 (if passed)</p>		

<b>STAFF RECOMMENDATION</b>	Pass the ordinance to assess the abatement costs.
<b>ATTACHMENTS</b>	Exhibit A

2015 NUISANCE ABATEMENT ASSESSMENTS  
EXHIBIT "A"

3rd reading - Sept. 1, 2015

Location	Parcel ID	Owner	Invoice #	Type	Total	
					Amount	Due June 2016
613 ADAMS STREET	N44-090720	GREGORY MCCLAY	2015-079	Grass	\$ 458.70	\$ 229.35
1720 AMHERST AVENUE	N44-072465	Jessica J Perry	194-14	Grass	PAID	
314 BOONE STREET	N44-004200	James Riser	191-14	Grass	\$ 75.00	\$ 37.50
525 BOONE STREET	N44-010840	Paul & Denise Reese	2015-120	Grass	\$ 75.00	\$ 37.50
726 BOONE STREET	N44-018120	Sue Wheaton	212-14	Grass	\$ 565.00	\$ 282.50
726 BOONE STREET	N44-018120	Sue Wheaton	2015-001	Grass	\$ 560.00	\$ 280.00
726 BOONE STREET	N44-018120	Sue Wheaton	2015-081	Grass	\$ 540.00	\$ 270.00
726 BOONE STREET	N44-018120	Sue Wheaton	2015-048	Grass	\$ 540.00	\$ 270.00
726 BOONE STREET	N44-018120	Sue Wheaton	151-14	Grass	\$ 560.00	\$ 280.00
415 BRENTWOOD AVENUE	N44-063220	Ruth V Smith	2015-044	Grass	\$ 95.00	\$ 47.50
523 BRICE AVENUE	N44-029600	Michael A Barhorst	2015-099	Grass	\$ 560.00	\$ 280.00
523 BRICE AVENUE	N44-029600	Michael A Barhorst	2015-067	Grass	\$ 620.00	\$ 310.00
523 BRICE AVENUE	N44-029600	Michael A Barhorst	207-14	Grass	\$ 540.00	\$ 270.00
523 BRICE AVENUE	N44-029600	Michael A Barhorst	188-14	Grass	\$ 560.00	\$ 280.00
523 BRICE AVENUE	N44-029600	Michael A Barhorst	2015-020	Grass	\$ 560.00	\$ 280.00
523 BRICE AVENUE	N44-029600	Michael A Barhorst	136-14	Maintenance	\$ 660.00	\$ 330.00
624 BROADWAY	N44-005663	Hope Chapel	2015-097	Grass	\$ 560.00	\$ 280.00
624 BROADWAY	N44-005663	Hope Chapel	2015-011	Grass	\$ 560.00	\$ 280.00
624 BROADWAY	N44-005663	Hope Chapel	213-14	Grass	\$ 560.00	\$ 280.00
624 BROADWAY	N44-005663	Hope Chapel	169-14	Grass	\$ 560.00	\$ 280.00
624 BROADWAY	N44-250450	Hope Chapel	2015-047	Grass	\$ 540.00	\$ 270.00
624 BROADWAY	N44-005663	Hope Chapel	2015002	Maintenance	\$ 380.00	\$ 190.00
823 BROADWAY	N44-005420	Robert L Bayse	209-14	Grass	\$ 540.00	\$ 270.00
823 BROADWAY	N44-005420	Robert L Bayse	2015-128	Grass	\$ 540.00	\$ 270.00
823 BROADWAY	N44-005420	Robert L Bayse	2015-071	Grass	\$ 560.00	\$ 280.00
823 BROADWAY	N44-005420	Robert L Bayse	2015-010	Grass	\$ 160.00	\$ 80.00
823 BROADWAY	N44-005420	Robert L Bayse	154-14	Grass	\$ 540.00	\$ 270.00
1606 BROADWAY	N44-049020	Kenneth F Stambaugh	223-14	Grass	\$ 540.00	\$ 270.00
1606 BROADWAY	N44-049020	Kenneth F Stambaugh	168-14	Grass	\$ 540.00	\$ 270.00
420 Brook Street	N44-040870	Federal National Mortgage	173-14	Trash	\$ 135.00	\$ 67.50
932 CALDWELL STREET	N44-006030	Casey B Lavey	152-14	Grass	\$ 75.00	\$ 37.50
932 CALDWELL STREET	N44-006030	Casey B Lavey	2015-065	Grass	\$ 105.00	\$ 52.50

2015 NUISANCE ABATEMENT ASSESSMENTS  
EXHIBIT "A"

3rd reading - Sept. 1, 2015

Location	Parcel ID	Owner	Invoice #	Type	Total	
					Amount	Due June 2016
1016 CALDWELL STREET	N44-046320	Shannon & Reginald Cavinder	2015-035	Grass	\$ 105.00	\$ 52.50
1052 CALDWELL STREET	N44-015890	Stefani N Pierce	2015-034	Grass	\$ 95.00	\$ 47.50
1052 CALDWELL STREET	N44-015890	STEFANI N PIERCE	2015-070	Grass	\$ 95.00	\$ 47.50
315 CAMP STREET	N44-004900	Iglesia Ni Cristo	164-14	Grass	\$ 95.00	\$ 47.50
906 CAMP STREET	N44-052090	James E Cordle	232-14	Grass	\$ 240.00	\$ 120.00
906 CAMP STREET	N44-052090	James E Cordle	2015-105	Grass	\$ 260.00	\$ 130.00
906 CAMP STREET	N44-052090	James E Cordle	163-14	Grass	\$ 95.00	\$ 47.50
906 CAMP STREET	N44-052090	James E Cordle	2015-114	Trash	\$ 560.00	\$ 280.00
1800 CARLYLE DRIVE	N44-072650	David Bell	192-14	Grass	\$ 160.00	\$ 80.00
1800 CARLYLE DRIVE	N44-072650	David Bell	139-14	Grass	\$ 95.00	\$ 47.50
114 CASSELL STREET	N44-022330	Ann E Wead	2015-083	Grass	\$ 150.00	\$ 75.00
114 CASSELL STREET	N44-022330	Ann E Wead	2015-029	Grass	\$ 140.00	\$ 70.00
114 CASSELL STREET	N44-022330	Ann E Wead	150-14	Grass	\$ 85.00	\$ 42.50
218 CLEVELAND STREET	N44-042790	EUNICE M NORTH & KEVIN V CURL	2015-006	Grass	\$ 160.00	\$ 80.00
218 CLEVELAND STREET	N44-042790	EUNICE M NORTH & KEVIN V CURL	2015-133	Grass	\$ 540.00	\$ 270.00
218 CLEVELAND STREET	N44-042790	EUNICE M NORTH & KEVIN V CURL	2015-094	Grass	\$ 560.00	\$ 280.00
218 CLEVELAND STREET	N44-042790	EUNICE M NORTH & KEVIN V CURL	2015-054	Grass	\$ 140.00	\$ 70.00
218 CLEVELAND STREET	N44-042790	EUNICE M NORTH & KEVIN V CURL	211-14	Grass	\$ 115.00	\$ 57.50
218 CLEVELAND STREET	N44-042790	EUNICE M NORTH & KEVIN V CURL	156-14	Grass	\$ 105.00	\$ 52.50
318 CLEVELAND STREET	N44-043180	CHARLES E & JENNY E DODD	2015-118	Grass	\$ 95.00	\$ 47.50
318 CLEVELAND STREET	N44-043180	CHARLES E & JENNY E DODD	2015-061	Grass	\$ 95.00	\$ 47.50
410 CLEVELAND STREET	N44-043220	MARY LANZOTTI MIRBAGHERI	2015-095	Grass	\$ 95.00	\$ 47.50
424 CLEVELAND STREET	N44-043810	Heather Daniels	2015-091	Grass	\$ 105.00	\$ 52.50
530 COTTAGE AVENUE	N44-028900	CIANCIOLO INSPECTIONS LLC	2015-110	Trash	\$ 60.00	\$ 30.00
704 COTTAGE AVENUE	N44-029080	ASHLYNN HENSLEY	2015-096	Grass	\$ 95.00	\$ 47.50
908 COVINGTON AVE	N44-097040	Donald Allen Mears	2015-013	Grass	\$ 95.00	\$ 47.50
908 COVINGTON AVENUE	N44-097040	Donald Allen Mears	2015-107	Grass	\$ 140.00	\$ 70.00
908 COVINGTON AVENUE	N44-097040	Donald Allen Mears	2015-068	Grass	\$ 65.00	\$ 32.50
1417 COVINGTON AVENUE	N44-073426	Christiana Trust	227-14	Grass	\$ 160.00	\$ 80.00
1417 COVINGTON AVENUE	N44-073426	Christiana Trust	144 (2)-14	Grass	\$ 12.00	\$ 6.00
1417 Covington Avenue	N44-073426	Christiana Trust	144-14	Grass	\$ 105.00	\$ 52.50
242 E MAIN STREET	N44-042590	Sheryl Kern Trustee	2015-100	Grass	\$ 540.00	\$ 270.00

2015 NUISANCE ABATEMENT ASSESSMENTS  
EXHIBIT "A"

3rd reading - Sept. 1, 2015

Location	Parcel ID	Owner	Invoice #	Type	Total Amount	Due Dec 2015	Due June 2016
242 E MAIN STREET	N44-042590	Sheryl Kern Trustee	2015-052	Grass	\$ 560.00	\$ 280.00	\$ 280.00
242 E MAIN STREET	N44-042590	Sheryl Kern Trustee	2015-016	Grass	\$ 160.00	\$ 80.00	\$ 80.00
242 E MAIN STREET	N44-042590	Sheryl Kern Trustee	225-14	Grass	\$ 600.00	\$ 300.00	\$ 300.00
242 E MAIN STREET	N44-042590	Sheryl Kern Trustee	235-14	Maintenance	\$ 750.00	\$ 375.00	\$ 375.00
209 E NORTH STREET	N44-002800	Marilyn C & Patrick J Jocomet	2015-055	Grass	\$ 160.00	\$ 80.00	\$ 80.00
209 E NORTH STREET	N44-002800	Marilyn C & Patrick J Jocomet	176-14	Grass	\$ 95.00	\$ 47.50	\$ 47.50
358 ELLERMAN STREET	N44-031320	Mary C Atkins	2015-130	Grass	\$ 540.00	\$ 270.00	\$ 270.00
358 ELLERMAN STREET	N44-031320	Mary C Atkins	2015-078	Grass	\$ 540.00	\$ 270.00	\$ 270.00
358 ELLERMAN STREET	N44-031320	Mary C Atkins	2015-015	Grass	\$ 140.00	\$ 70.00	\$ 70.00
358 ELLERMAN STREET	N44-031320	Mary C Atkins	170-14	Grass	\$ 580.00	\$ 290.00	\$ 290.00
727 ELM STREET	N44-034780	Cari M Kaylor	205-14	Grass	\$ 130.00	\$ 65.00	\$ 65.00
813 ELM STREET	N44-034740	Patricia A Hewk	229-14	Grass	PAID		
813 ELM STREET	N44-034740	Patricia A Hewk	2015-080	Grass	PAID		
813 ELM STREET	N44-034740	Patricia A Hewk	2015-036	Grass	PAID		
534 FIRST STREET	N44-054060	Mark D Carnes	157-14	Grass	\$ 150.00	\$ 75.00	\$ 75.00
204 FOURTH STREET	N44-043760	Timothy J Good	2015-131	Grass	\$ 540.00	\$ 270.00	\$ 270.00
204 FOURTH STREET	N44-043760	Timothy J Good	2015-009	Grass	\$ 160.00	\$ 80.00	\$ 80.00
204 FOURTH STREET	N44-043760	Timothy J Good	145-14	Grass	\$ 530.00	\$ 265.00	\$ 265.00
415 GLENWOOD AVENUE	N44-061560	Raymond N Brewer	231-14	Grass	\$ 530.00	\$ 265.00	\$ 265.00
415 GLENWOOD AVENUE	N44-061560	Raymond N Brewer	175-14	Grass	\$ 530.00	\$ 265.00	\$ 265.00
507 GRAY STREET	N44-035460	Gary Ditrmer	2015-123	Grass	\$ 540.00	\$ 270.00	\$ 270.00
507 GRAY STREET	N44-035460	Gary Ditrmer	2015-046	Grass	\$ 150.00	\$ 75.00	\$ 75.00
507 GRAY STREET	N44-035460	Gary Ditrmer	215-14	Grass	\$ 580.00	\$ 290.00	\$ 290.00
120 HARVARD STREET	N44-054880	Robert Fraley	172-14	Trash	\$ 60.00	\$ 30.00	\$ 30.00
120 HARVARD STREET	N44-054880	Robert Fraley	2015-124	Grass	\$ 95.00	\$ 47.50	\$ 47.50
301 KIENLE DRIVE	N44-074755	F O E Piqua Aerie #614	165-14	Grass	\$ 260.00	\$ 130.00	\$ 130.00
301 KIENLE DRIVE	N44-074755	F O E Piqua Aerie #614	2015-051	Grass	\$ 580.00	\$ 290.00	\$ 290.00
301 KIENLE DRIVE	N44-074755	F O E Piqua Aerie #614	2015-017	Grass	\$ 170.00	\$ 85.00	\$ 85.00
500 KITT STREET	N44-030550	Randall Hammons	2015-039	Grass	\$ 95.00	\$ 47.50	\$ 47.50
630 LINDEN AVENUE	N44-038160	Gary Brown	2015-134	Grass	\$ 195.00	\$ 97.50	\$ 97.50
630 LINDEN AVENUE	N44-038160	Gary Brown	2015-014	Grass	\$ 95.00	\$ 47.50	\$ 47.50
919 MADISON AVENUE	N44-025690	Robert C Burns	197-14	Grass	\$ 65.00	\$ 32.50	\$ 32.50

2015 NUISANCE ABATEMENT ASSESSMENTS

3rd reading - Sept. 1, 2015

EXHIBIT "A"

Location	Parcel ID	Owner	Invoice #	Type	Total Amount	Due Dec 2015	Due June 2016
919 MADISON AVENUE	N44-025690	Robert C Burns	2015-075	Grass	\$ 135.00	\$ 67.50	\$ 67.50
228 MANNING STREET	N44-035740	Ralph E Blue	179-14	Grass	\$ 530.00	\$ 265.00	\$ 265.00
228 MANNING STREET	N44-035740	Ralph E Blue	2015-012	Grass	\$ 140.00	\$ 70.00	\$ 70.00
228 MANNING STREET	N44-035740	Ralph E Blue	224-14	Grass	\$ 540.00	\$ 270.00	\$ 270.00
305 MCKINLEY AVENUE	N44-059000	Shirely A Bell	2015-125	Grass	\$ 85.00	\$ 42.50	\$ 42.50
305 MCKINLEY AVENUE	N44-059000	Shirely A Bell	2015-043	Grass	\$ 95.00	\$ 47.50	\$ 47.50
427 MCKINLEY AVENUE	N44-033620	Mary Lou Kindell	137-14	Grass	\$ 530.00	\$ 265.00	\$ 265.00
427 MCKINLEY AVENUE	N44-033620	Mary Lou Kindell	2015-072	Grass	\$ 560.00	\$ 280.00	\$ 280.00
427 MCKINLEY AVENUE	N44-033620	Mary Lou Kindell	2015-007	Grass	\$ 540.00	\$ 270.00	\$ 270.00
427 MCKINLEY AVENUE	N44-033620	Mary Lou Kindell	216-14	Grass	\$ 620.00	\$ 310.00	\$ 310.00
427 MCKINLEY AVENUE	N44-033620	Mary Lou Kindell	190-14	Grass	\$ 580.00	\$ 290.00	\$ 290.00
500 MCKINLEY AVENUE	N44-035320	Kenneth E Huber	2015-126	Grass	\$ 560.00	\$ 280.00	\$ 280.00
500 MCKINLEY AVENUE	N44-035320	Kenneth E Huber	2015-058	Grass	\$ 560.00	\$ 280.00	\$ 280.00
500 MCKINLEY AVENUE	N44-035320	Kenneth E Huber	2015-008	Grass	\$ 560.00	\$ 280.00	\$ 280.00
500 MCKINLEY AVENUE	N44-035320	Kenneth E Huber	218-14	Grass	\$ 560.00	\$ 280.00	\$ 280.00
500 MCKINLEY AVENUE	N44-035320	Kenneth E Huber	187-14	Grass	\$ 560.00	\$ 280.00	\$ 280.00
500 MCKINLEY AVENUE	N44-035320	Kenneth E Huber	138-14	Grass	\$ 540.00	\$ 270.00	\$ 270.00
707 MCKINLEY AVENUE	N44-038450	Delmar L Crowell	2015-088	Grass	\$ 530.00	\$ 265.00	\$ 265.00
707 MCKINLEY AVENUE	N44-038450	Delmar L Crowell	2015-037	Grass	\$ 530.00	\$ 265.00	\$ 265.00
707 MCKINLEY AVENUE	N44-038450	Delmar L Crowell	217-14	Grass	\$ 620.00	\$ 310.00	\$ 310.00
707 MCKINLEY AVENUE	N44-038450	Delmar L Crowell	186-14	Grass	\$ 540.00	\$ 270.00	\$ 270.00
218 N COLLEGE STREET	N44--016240	Warnkey Property Management LLC	2015001	Maintenance	\$ 170.00	\$ 85.00	\$ 85.00
508 N COLLEGE STREET	N44-250565	VISION APOSTOLIC TEMPLE INC	2015-073	Grass	\$ 65.00	\$ 32.50	\$ 32.50
727 N DOWNING STREET	N44-010030	First Properties B	2015-031	Grass	\$ 85.00	\$ 42.50	\$ 42.50
812 NICKLIN AVENUE	N44-018660	Diedre Douglas	204-14	Grass	\$ 130.00	\$ 65.00	\$ 65.00
812 NICKLIN AVENUE	N44-018660	Diedre Douglas	146-14	Grass	\$ 75.00	\$ 37.50	\$ 37.50
200 Race Street	N44-017000	FIFTH THIRD MORTGAGE	2015-086	Grass	\$ 65.00	\$ 32.50	\$ 32.50
361 RIDGE STREET	N44-031560	Thomas & Eunice Wilkinson	226-14	Grass	\$ 65.00	\$ 32.50	\$ 32.50
361 RIDGE STREET	N44-031560	Thomas & Eunice Wilkinson	199-14	Grass	\$ 95.00	\$ 47.50	\$ 47.50
411 RIVERSIDE DRIVE	N44-006330	TIMMIE E ADAMS	2015-129	Grass	\$ 95.00	\$ 47.50	\$ 47.50
514 RIVERSIDE DRIVE	N44-018500	JORDAN FRANTZ	2015-111	Trash	\$ 145.00	\$ 72.50	\$ 72.50
524 RIVERSIDE DRIVE	N44-039520	Douglas & Pamela Harshbarger		Maintenance	\$ 9,747.50	\$ 4,873.75	\$ 4,873.75

2015 NUISANCE ABATEMENT ASSESSMENTS  
EXHIBIT "A"

3rd reading - Sept. 1, 2015

Location	Parcel ID	Owner	Invoice #	Type	Total Amount	Due Dec 2015	Due June 2016
708 S MAIN	N44-012470	James D Drummond	203-14	Grass	\$ 75.00	\$ 37.50	\$ 37.50
535 S MAIN STREET	N44-016450	Ashton P Smith	2015-022	Grass	\$ 150.00	\$ 75.00	\$ 75.00
541 S MAIN STREET	N44-017480	William L Olding II	2015-002	Grass	\$ 95.00	\$ 47.50	\$ 47.50
755 S MAIN STREET	N44-052160	Thomas & Rosella Montjoy	148-14	Grass	\$ 95.00	\$ 47.50	\$ 47.50
755 S MAIN STREET	N44-052160	Thomas & Rosella Montjoy	206-14	Grass	\$ 65.00	\$ 32.50	\$ 32.50
755 S MAIN STREET	N44-052160	Thomas & Rosella Montjoy	228-14	Demo	\$ 10,300.00	\$ 5,150.00	\$ 5,150.00
646 S ROOSEVELT AVENUE	N44-028460	RV Holdings Three LLC	208-14	Grass	\$ 75.00	\$ 37.50	\$ 37.50
1210 S ROOSEVELT AVENUE	N44-071160	TOMMY G LITTLE	2015-136	Grass	\$ 260.00	\$ 130.00	\$ 130.00
1210 S ROOSEVELT AVENUE	N44-071160	Melissa A Buroker & Tommy G Little	2015-089	Grass	\$ 115.00	\$ 57.50	\$ 57.50
1210 S ROOSEVELT AVENUE	N44-071160	Melissa A Buroker & Tommy G Little	2015-045	Grass	\$ 115.00	\$ 57.50	\$ 57.50
130 S WAYNE STREET	N44-041930	Joe N Lowry	234-14	Grass	\$ 75.00	\$ 37.50	\$ 37.50
207 S WAYNE STREET	N44-003950	Frank Pulfer	2015-059	Grass	\$ 160.00	\$ 80.00	\$ 80.00
207 S WAYNE STREET	N44-003950	Frank Pulfer	155-14	Maintenance	\$ 150.00	\$ 75.00	\$ 75.00
229 S WAYNE STREET	N44-003890	Donna J & John C Blanton	2015-024	Grass	\$ 75.00	\$ 37.50	\$ 37.50
425 S WAYNE STREET	N44-004750	Ulbrichs Inc	166-14	Grass	\$ 75.00	\$ 37.50	\$ 37.50
432 S WAYNE STREET	N44-007310	Harbour Portfolio	2015-053	Grass	\$ 95.00	\$ 47.50	\$ 47.50
432 S WAYNE STREET	N44-007310	Harbour Portfolio	142-14	Grass	\$ 95.00	\$ 47.50	\$ 47.50
614 S WAYNE STREET	N44-010450	ROBERTA E HAYS	2015-092	Grass	\$ 85.00	\$ 42.50	\$ 42.50
336 SOUTH	N44-019990	Vivian M Roof	2015004	Maintenance	\$ 2,810.16	\$ 1,405.08	\$ 1,405.08
529 SOUTH	N44-039750	RALPH F YOUNG	2015-127	Grass	PAID		
749 SOUTH	N44-073442	Mark & Kathleen Grau	214-14	Grass	\$ 115.00	\$ 57.50	\$ 57.50
1114 SOUTH	N44-032790	Lisa L Kimmel	2015-021	Grass	\$ 95.00	\$ 47.50	\$ 47.50
342 SOUTH	N44-020000	Angela K Young	2015-098	Grass	\$ 540.00	\$ 270.00	\$ 270.00
342 SOUTH	N44-020000	Angela K Young	233-14	Grass	\$ 560.00	\$ 280.00	\$ 280.00
342 SOUTH	N44-020000	Angela K Young	202-14	Grass	\$ 580.00	\$ 290.00	\$ 290.00
342 SOUTH	N44-020000	Angela K Young	162-14	Grass	\$ 530.00	\$ 265.00	\$ 265.00
342 South Street	N44-020000	Angela K Young	2015-060	Grass	\$ 550.00	\$ 275.00	\$ 275.00
715 VINE STREET	N44-095300	Harry J Holtgreven	2015-030	Grass	\$ 75.00	\$ 37.50	\$ 37.50
815 VINE STREET	N44-027230	Robert Dale Tiderington	2015-025	Grass	\$ 95.00	\$ 47.50	\$ 47.50
815 VINE STREET	N44-027230	Robert Dale Tiderington	2015-112	Trash	\$ 110.00	\$ 55.00	\$ 55.00
317 VIRGINIA STREET	N44-019157	Nicole R Payne	2015-103	Grass	\$ 540.00	\$ 270.00	\$ 270.00
317 VIRGINIA STREET	N44-019157	Nicole R Payne	2015-023	Grass	\$ 140.00	\$ 70.00	\$ 70.00

2015 NUISANCE ABATEMENT ASSESSMENTS  
EXHIBIT "A"

3rd reading - Sept. 1, 2015

Location	Parcel ID	Owner	Invoice #	Type	Total	
					Amount	Due June 2016
317 VIRGINIA STREET	N44-019157	Nicole R Payne	149-14	Grass	\$ 560.00	\$ 280.00
620 W ASH STREET	N44-014880	Steven L Shafer	2015-122	Grass	\$ 140.00	\$ 70.00
620 W ASH STREET	N44-014880	Steven L Shafer	2015-062	Grass	\$ 75.00	\$ 37.50
620 W ASH STREET	N44-014880	Steven L Shafer	2015-018	Grass	\$ 75.00	\$ 37.50
622 W ASH STREET	N44-014880	Steven L Shafer	230-14	Grass	\$ 130.00	\$ 65.00
622 W ASH STREET	N44-014880	Steven L Shafer	153-14	Grass	\$ 140.00	\$ 70.00
650 W ASH STREET	N44-014970	Investco Inc.	2015-135	Grass	\$ 235.00	\$ 117.50
815 W GREENE STREET	N44-024040	Warren Wysong	2015-113	Trash	\$ 60.00	\$ 30.00
1715 W HIGH STREET	N44-100300	Tipp City Properties LLC	2015-121	Grass	PAID	
1715 W HIGH STREET	N44-100300	Tipp City Properties LLC	2016-066	Grass	PAID	
1715 W HIGH STREET	N44-100300	Tipp City Properties LLC	2015-028	Grass	PAID	
1715 W HIGH STREET	N44-100300	Tipp City Properties LLC	193-14	Grass	PAID	
1715 W HIGH STREET	N44-100300	Tipp City Properties LLC	2015-106	Grass	PAID	
618 W NORTH STREET	N44-012220	Tracy & Carol Bolton Schneider	2015-090	Grass	\$ 95.00	\$ 47.50
715 W WATER STREET	N44-020370	Secretary of Housing & Development	182-14	Grass	\$ 160.00	\$ 80.00
811 W WATER STREET	N44-020870	ANTHONY E RAFFINGTON	2015-102	Grass	\$ 75.00	\$ 37.50
820 W WATER STREET	N44-020700	Dean Edward Whitlow	2015-116	Grass	\$ 125.00	\$ 62.50
820 W WATER STREET	N44-020700	Dean Edward Whitlow	2015-038	Grass	\$ 135.00	\$ 67.50
519 WALNUT STREET	N44-015400	Leonor M Roncal	2015-026	Grass	\$ 75.00	\$ 37.50
617 WEBER STREET	N44-039830	Donald L Brown	2015-063	Grass	\$ 75.00	\$ 37.50
617 WEBER STREET	N44-039830	Donald L Brown	2015-027	Grass	\$ 95.00	\$ 47.50
500 WEBER STREET	N44-090140	Church Street Partners LLC	161-14	Grass	\$ 82.00	\$ 41.00
428 WILSON AVENUE	N44-033330	Bradley E Shade	220-14	Grass	\$ 85.00	\$ 42.50
809 WILSON AVENUE	N44-038680	Sharon Ferree	2015-132	Grass	\$ 540.00	\$ 270.00
809 WILSON AVENUE	N44-038680	Sharon Ferree	2015-087	Grass	\$ 75.00	\$ 37.50
809 WILSON AVENUE	N44-038680	Sharon Ferree	2015-033	Grass	\$ 130.00	\$ 65.00
809 WILSON AVENUE	N44-038680	Sharon Ferree	221-14	Grass	\$ 540.00	\$ 270.00
421 WOOD STREET	N44-250604	TRANSFORMED LIFE CHURCH	2015-074	Grass	\$ 515.00	\$ 257.50
455 WOOD STREET	N44-024540	Bill D Mulvihill	200-14	Grass	\$ 115.00	\$ 57.50
621 WOOD STREET	N44-020120	Tork Sohler	2015-041	Grass	\$ 95.00	\$ 47.50
623 WOOD STREET	N44-020130	James L Creager	181-14	Grass	\$ 120.00	\$ 60.00
623 WOOD STREET	N44-020130	James L Creager	2015-077	Grass	\$ 140.00	\$ 70.00

2015 NUISANCE ABATEMENT ASSESSMENTS  
EXHIBIT "A"

3rd reading - Sept. 1, 2015

Location	Parcel ID	Owner	Invoice #	Type	Total Amount	Due Dec 2015	Due June 2016
623 WOOD STREET	N44-020130	James L Creager	2015-042	Grass	\$ 95.00	\$ 47.50	\$ 47.50
419 Y STREET	N44-098560	Edward J McCrossin	159-14	Grass	\$ 550.00	\$ 275.00	\$ 275.00
419 Y STREET	N44-098560	Edward J McCrossin	2015-104	Grass	\$ 540.00	\$ 270.00	\$ 270.00
419 Y STREET	N44-098560	Edward J McCrossin	2015-069	Grass	\$ 560.00	\$ 280.00	\$ 280.00
419 Y STREET	N44-098560	Edward J McCrossin	2015-005	Grass	\$ 160.00	\$ 80.00	\$ 80.00
419 Y STREET	N44-098560	Edward J McCrossin	210-14	Grass	\$ 540.00	\$ 270.00	\$ 270.00
431 YOUNG STREET	N44-045680	Jason D Wackler	2015-084	Grass	\$ 540.00	\$ 270.00	\$ 270.00
431 YOUNG STREET	N44-045680	Jason D Wackler	2015-003	Grass	\$ 140.00	\$ 70.00	\$ 70.00
431 YOUNG STREET	N44-045680	Jason D Wackler	2015-056	Grass	\$ 560.00	\$ 280.00	\$ 280.00
431 YOUNG STREET	N44-045680	Jason D Wackler	141-14	Grass	\$ 530.00	\$ 265.00	\$ 265.00
434 YOUNG STREET	N44-022420	Bertie C Coffee	2015-004	Grass	\$ 140.00	\$ 70.00	\$ 70.00
434 YOUNG STREET	N44-022420	Bertie C Coffee	2015-085	Grass	\$ 540.00	\$ 270.00	\$ 270.00
434 YOUNG STREET	N44-022420	Bertie C Coffee	2015-057	Grass	\$ 560.00	\$ 280.00	\$ 280.00
434 YOUNG STREET	N44-022420	Bertie C Coffee	196-14	Grass	\$ 540.00	\$ 270.00	\$ 270.00
911 YOUNG STREET	N44-014470	Robert Solomon	2015-109	Trash	\$ 80.00	\$ 40.00	\$ 40.00
			<b>TOTAL</b>		<b>\$ 79,210.36</b>		

RESOLUTION NO. R-119-15

A RESOLUTION AUTHORIZING A CONTRACT WITH  
FIFTH THIRD BANK, JPMORGAN CHASE BANK, NA,  
U. S. BANK, N. A., UNITY NATIONAL BANK and  
MAINSOURCE BANK TO SERVE AS A DEPOSITORY  
FOR PUBLIC FUNDS

WHEREAS, the present operations of the City would benefit from a contract with Fifth Third Bank, JPMorgan Chase Bank, NA, U. S. Bank, N.A., Unity National Bank and MainSource Bank to serve as a depository for public funds; and

WHEREAS, no feasible specifications for bids can be drawn for said professional services; and

WHEREAS, in the sound judgment of the City Manager, advertisement for bids on said services would not be of any material benefit to the City; and

WHEREAS, said banks are qualified and capable of providing said services efficiently and competently;

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: Contracts for said services is hereby authorized and approved and payment according to said contracts is hereby authorized and approved (see contracts appended hereto);

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

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

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

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

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



# Commission Agenda Staff Report

<b>MEETING DATE</b>	September 1, 2015		
<b>REPORT TITLE</b>	A RESOLUTION AUTHORIZING A CONTRACT WITH FIFTH THIRD BANK, JPMORGAN CHASE BANK, NA, U.S. BANK, N.A., UNITY NATIONAL BANK AND MAINSOURCE BANK TO SERVE AS A DEPOSITORY FOR PUBLIC FUNDS		
<b>SUBMITTED BY</b>	Name & Title: Cynthia A. Holtzapple, Asst. City Manager & Finance Director Department:		
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
<b>APPROVALS/REVIEWS</b>	<input checked="" type="checkbox"/> City Manager		<input checked="" type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> Department Director;		<input type="checkbox"/> Other:
<b>BACKGROUND</b>	<p>State regulations, as prescribed within Section 135 of the Ohio Revised Code, requires depository agreements to be in force before political subdivisions can maintain interim funds and bank balances at qualifying financial institutions. Our current agreements with Fifth Third Bank, JPMorgan Chase Bank, NA, U.S. Bank, N.A., Unity National Bank and MainSource Bank will expire on September 30, 2015. This resolution simply allows us to deposit with these institutions, but does not require us to do so. We still shop around for the best rates and service that we can find.</p> <p>We presently use Fifth Third Bank for all active funds, as in checking accounts, and also some of our investments. It is common practice for one bank to handle our day-to-day activity; this lends itself to an efficient and cost effective way of transacting business. JPMorgan Chase Bank currently handles a few of our investment accounts. Our banking relationship with U.S. Bank currently includes investments. Unity National Bank currently holds our certificates of deposit and debt issues. Having multiple banking relationships available to us provides the city with the opportunity to verify pricing of banking and investment services to see if local costs are in line with each other and the industry as a whole.</p>		
<b>BUDGETING AND FINANCIAL IMPACT</b>	Budgeted \$:	N/A	
	Expenditure \$:	N/A	
	Source of Funds:		
	<b>Narrative:</b>		
	1.	Approve Resolution R-119-15 as presented	

<b>OPTIONS</b>	2.	Approve Resolution R-119-15 with changes
	3.	Deny Resolution R-119-15 and direct staff on how to proceed
<b>PROJECT TIMELINE</b>	New agreements will be in place from 10/1/15 through 9/30/20	
<b>STAFF RECOMMENDATION</b>	We highly recommend passage of this Resolution to conform with Section 135 of the Revised Code.	
<b>ATTACHMENTS</b>	Depository Agreements from each of the banks	

**DEPOSITORY AGREEMENT FOR ACTIVE,  
INTERIM AND/OR INACTIVE PUBLIC FUNDS**

Agreement made as of **August 17, 2015**, between **Fifth Third Bank** ("Bank") and **City of Piqua** ("Depositor"). Depositor hereby confirms that it has designated Bank as a public depository of its active, interim and/or inactive deposits for the period of designation from **October 1, 2015 to September 30, 2020**.

**ACTIVE DEPOSITS**

Bank agrees to accept Active deposits during the period of designation subject to the Bank's posted rules and regulations from time to time in effect for commercial accounts. Bank agrees that the sums deposited to the credit of Depositor's Active commercial accounts may be drawn against and paid by check executed by such authorized person(s). Bank must be notified in writing if designated person(s) change.

**INTERIM AND/OR INACTIVE DEPOSITS**

Whenever any Interim and/or Inactive deposits of Depositor are awarded to and accepted by the Bank pursuant to Chapter 135 of the Ohio Revised Code, the Interim and/or Inactive moneys shall be evidenced by an interest bearing account or certificate of deposit at rates agreed upon by Bank and Depositor.

The total amount thus awarded under this agreement is **ALL FUNDS**, which does not exceed the limitations set forth under Chapter 135 of the Ohio Revised Code, or thirty (30%) of the Bank's total assets.

Bank agrees to secure its obligation under this Agreement and its other obligations as a public depository of Depositor's Active, Interim, and/or Inactive deposits by depositing with Bank of New York as safekeeping agent eligible securities in the amount and in the manner required. Depositor hereby authorizes Bank on a continuing basis during the term of designation to substitute securities for those then deposited with such trustee, provided only that the securities being deposited be eligible securities having a current market value equal to or greater than the current market value of the securities for which they are to be substituted. Each such substitution may be made without prior notice to or the approval of Depositor.

Bank may charge all applicable fees assessable against depository accounts pursuant to its fee schedule currently in force or as hereafter amended.

City of Piqua

Official: \_\_\_\_\_

Cynthia A. Holtzapple,  
Assistant City Manager and Finance Director

Fifth Third Bank

By:  \_\_\_\_\_

Name: Scott Mumpower  
Title: Vice President

**PUBLIC FUNDS AGREEMENT**

**APPLICATION FOR DEPOSIT OF PUBLIC MONEYS  
(O.R.C. 135)**

To the Director of Finance of the City of Piqua, Miami County, Ohio.

The undersigned, JPMorgan Chase Bank, NA Miami County, Ohio, hereby makes application to be designated as a depository for active and/or interim and/or inactive funds belonging to said City of Piqua for the designated period of five (5) years, beginning 10/1/2015 and ending 9/30/2020 in the total amount of Thirty Million and No/100ths Dollars (\$30,000,000.00) which amount is not in excess of thirty percent of the applicant's total assets which are \$2,096,114,000.00 as stated in the financial statement attached hereto.

The maximum amount of such public moneys which this applicant desires to receive and have on deposit as Active deposits at any one time during the period covered by this designation is Ten Million and No/100ths Dollars (\$10,000,000.00).

The maximum amount of such public moneys which this applicant desires to receive and have on deposit as Interim deposits at any one time during the period covered by this designation is a total of Twenty Million and No/100ths Dollars (\$20,000,000.00).

The maximum amount of such public moneys which the applicant desires to receive and have on deposit as Inactive deposits at any one time during this period covered by this designation is a total of None and No/100ths Dollars (\$0.00).

For Interim and/or Inactive Funds available for investing during the designated period of this contract, we will quote rates consistent with the market at that time and in conformance with Chapter 135 of the Ohio Revised Code and Regulation Q as promulgated by the Board of Governors of the Federal Reserve System.

This application is accompanied by a financial statement of the applicant under oath of its authorized officer, in such detail as to show the capital funds of the applicant as of the date of its latest report to the superintendent of banks or comptroller of the currency, which is not materially different than the capital funds of the application as of the date of the application.

The undersigned bank, if designated as said depository, will comply in all respects with the laws of Ohio relative to the deposit of such funds and will furnish as security for funds deposited over the amount insured by the Federal Deposit Insurance Corporation, securities of the United States Government or other eligible securities or surety company bonds as prescribed by Chapters 135.18 and 135.181 of the Ohio Revised Code to secure deposits.

**JPMORGAN CHASE BANK, NA**

BY: 

D. Lynn Krejci, VP

**JPMORGAN CHASE BANK, NA**  
**Consolidated Statement of Condition**  
*(In 000's)*  
**As of March 31, 2015**

**ASSETS**

Cash and due from Banks	
Non-interest bearing balances currency and coins	22,994,000
Interest bearing balance with banks	485,259,000
Securities	323,947,000
Federal Funds Sold and Securities purchased to resell	175,520,000
Loan and Leases held for sale	4,368,000
Loans and Leases, net	647,814,000
Trading assets	282,052,000
Premises and fixed assets	10,844,000
Other real estate owned	898,000
Investments in unconsolidated subsidiaries and associated companies	273,000
Direct and indirect investments in real estate ventures	7,467,000
Intangible Assets	34,165,000
Other Assets	100,513,000
<b>Total Assets</b>	<b>2,096,114,000</b>

**LIABILITIES**

Deposits	
Non-interest bearing Domestic and Foreign offices	467,853,000
Interest bearing Domestic and Foreign offices	958,536,000
Federal Funds purchased and securities	
Sold under agreement to repurchase	106,794,000
Demand notes issued to U.S. Treasury	0
Trading Liabilities	123,798,000
Subordinated notes and debentures	9,537,000
Other borrowed money	161,349,000
Other liabilities	77,689,000
<b>Total Liabilities</b>	<b>1,905,556,000</b>

**EQUITY CAPITAL**

Common stock	1,785,000
Surplus	90,802,000
Retained Earnings	97,705,000
Minority Interest In Consolidated Subsidiaries	266,000
<b>Total Equity Capital</b>	<b>190,558,000</b>

**Total Liabilities and Equity Capital - Minority Interest**      **2,096,114,000**

I,  Authorized Officer of JPMorgan Chase Bank, NA  
do hereby certify this statement to be true and correct to the best of my knowledge.

**MEMORANDUM OF AGREEMENT  
FOR DEPOSIT OF PUBLIC FUNDS**

WHEREAS, JPMorgan Chase Bank, National Association, a financial institution corporation under the laws of The United States of America located and doing business within Miami County, Ohio hereinafter referred to as the "Financial Institution", having capital funds as defined by Section 135.01 (C) of the Revised Code of ONE HUNDRED TWO BILLION ONE HUNDRED TWENTY-FOUR MILLION AND NO/100THS DOLLARS (\$102,124,000,000.00) and thirty percent (30%) total assets of SIX HUNDRED TWENTY-EIGHT BILLION EIGHT HUNDRED THIRTY-FOUR MILLION TWO HUNDRED THOUSAND AND NO/100TH DOLLARS (\$628,834,200,000.00) as shown in the financial statement attached to the application or applications of the Financial Institution, has in writing proposed to City of Piqua, Miami County, Ohio that for the full time beginning 10/1/2015 and ending 9/30/2020, both inclusive, it will accept for deposit and safekeeping the maximum sum of Ten Million and No/100ths Dollars (\$10,000,000.00) or any part thereof of the active deposits of the City of Piqua, it will accept for deposit and safekeeping the maximum sum of Twenty Million and No/100ths Dollars (\$20,000,000.00) or any part thereof of the interim deposits of said subdivision as active, interim, and inactive deposits, as defined in Section 135.01 of the Revised Code;

WHEREAS, said Financial Institution has also, in said written proposal, and pursuant to the Uniform Depository Act of Ohio, offered to pledge and deposit with the Treasurer of the subdivision or designated Trustee as security for the repayment of all public moneys to be deposited in the Financial Institution by said City of Piqua, security of the kind specified in Section 135.181 and other sections of the Revised Code of Ohio specifying eligible security, in a sum equal to the minimum amount of security required by Section 135.181 of the Revised Code of Ohio, or surety company bond or bonds in a sum required by said Uniform Depository Act; and

WHEREAS, the said City of Piqua has accepted the said proposal of said Financial Institution, either as to the whole or part of the amount of deposit proposed for, and has selected said Financial Institution as one of its depositories for and during the period or periods of time as follows for the sum herein set forth up to: Ten Million and No/100ths Dollars (\$10,000,000.00) for the period beginning 10/1/2015 and ending 9/30/2020 as active deposits; and Twenty Million and No/100ths Dollars (\$20,000,000.00) for the period beginning 10/1/2015 and ending 9/30/2020 as interim deposits, and None and No/100ths Dollars (\$0.00) for the period beginning 10/1/2015 and ending 9/30/2020 as inactive deposits, both dates inclusive; and awarded to it, as such depository, a deposit or deposits of money at the rate of interest for such inactive and interim deposits as set forth in its applications for the deposit of public moneys; the total of which active, interim, and inactive deposits awarded total Thirty Million and No/100ths Dollars (\$30,000,000.00), a total which does not exceed the limit set by Section 135.03, of the Revised Code of thirty percent of the total assets of the Financial Institution;

NOW, therefore, in consideration of said acceptance and award on the part of said City of Piqua, and in consideration of the deposit and use, as aforesaid, of said moneys of said City of Piqua, said Financial Institution now hereby agrees to receive from said City of Piqua the sum of None and No/100ths Dollars (\$0.00) of the moneys of said City of Piqua coming into the hands of the Treasurer of said City of Piqua as such Treasurer, in an account or accounts known as the Inactive Deposit Account or Accounts, which deposits shall be made pursuant to the provisions of Section 19 of the Federal Reserve Act and Section 3 of its Regulation Q, together with the amendments by the Board of Governors of the Federal Reserve System, as to notice, etc.

Said Financial Institution further agrees that to secure the performance of its obligations hereunder and under said proposal and the observance of all requirements of law applying to such deposits, depositories, contracts, and bonds, it will forthwith pledge to and deposit with the Treasurer or designated Trustee to said City of Piqua for the benefit of said City of Piqua and to its satisfaction, and to the satisfaction of the legal advisor of said City of Piqua, as to form, eligible securities of aggregate market value equal to the excess of the amount of public moneys to be at the time so deposited, over and above such portion or amount of such moneys as is at such time insured by the Federal Deposit Insurance Corporation, or by any agency or instrumentality of the federal government, under the provisions of Section 135.181 of the Revised Code of Ohio; or a surety company bond or bonds in the sum required by Section 135.181 of the revised Code of Ohio. The said Financial Institution will offer the following security to secure said award.

Type of securities deposit or security offered are securities of the United States Government or other eligible securities as prescribed by Chapter 135.181 of the Ohio Revised Code adequate to secure deposits.

Said Financial Institution further covenants and agrees that any or all of the money awarded to or deposited with it as active funds, may at any time be drawn against by check of the City of Piqua executed by such authorized person(s) or officer(s) and according to such procedure said City of Piqua may designate and prescribe; such interim deposits shall be evidenced by certificate of deposit maturing in fourteen or more days, but in no event more than one year from date of deposit; such inactive deposits shall be evidenced by certificates of deposit, each of which shall mature not later than the end of the period of designation, and may provide on its face that the amount of such deposit is payable upon written notice to be given a specified period before the date of repayment.

Said Financial Institution also agrees to file with the Treasurer of the City of Piqua on the last business day of each month during any time that a part of the award is on deposit a statement showing the balance of such active moneys in its possession, and said City of Piqua in consideration of the agreements of said Financial Institution, hereto set forth, agrees that for and during the period of time beginning 10/1/2015 and ending 9/30/2020, both inclusive, it will and does designate said Financial Institution as a depository of money belonging to it in the amounts set forth above and that it will, during said term, allow the same Financial Institution the full use, for its lawful and proper purposes of the daily balances, of deposits of the moneys coming into the hands of the Treasurer of said City of Piqua as such Treasurer, in the Treasurer's Account in said Financial Institution, as aforesaid; all pursuant and subject to the Uniform Depository Act of Ohio, herein referred to, and all within the limits and under and subject to the terms, conditions and stipulations in this agreement set forth. The securities deposited, and the surety bond, or both, shall be and are surety and bond for the compliance by said Financial Institution with each and all of the provisions, terms, limitations, conditions and stipulations hereinbefore mentioned, and for the performance hereof by said Financial Institution. It is further agreed that this contract shall become null and void whenever by amendment or amendments of any state or federal law or the amendment or adoption of any valid regulations, thereunder, of the United States are changed or amended, the terms of the designation, lawful at the beginning of any period of designation, cause to be unlawful, during such period and if such change of law or regulation requires, the period of designation shall be limited so as not to extend beyond the date when such change becomes effective.

City of Piqua JPMORGAN CHASE BANK, NA

\_\_\_\_\_  
Name

  
\_\_\_\_\_  
D. Lynn Krejci  
Vice President

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**APPLICATION FOR DEPOSIT OF PUBLIC FUNDS**

**TO: CITY OF PIQUA**

**MIAMI COUNTY, OHIO**

U. S. Bank, N.A. which is located and doing business in Miami County, Ohio through an office in the City of Piqua hereby applies to be designated as a depository for Active and Interim/Inactive Funds belonging to the City of Piqua from October 1, 2015 through September 30, 2020 inclusive.

The total amount applied for as specified below will be All Eligible Deposits which amount, in addition to those public funds held under Sections 135.01 through 135.21 of the Ohio Revised Code, is not in excess of thirty percent (30%) of its total assets of \$387,033,047,000.00 as revealed by the financial statements attached hereto.

The maximum amount of public moneys which the applicant desires to receive and have on deposit as active funds at any one time during the period covered by this offer is All Eligible Deposits.

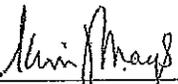
The maximum amount of such public moneys which the applicant desires to receive and have on hand as interim/inactive deposits at any one time during the period is a total of All Eligible Deposits.

For interim deposits the bank will issue Certificates of Deposit during the period of designation in the amount desired. Interest will be payable at the maturity thereof, or at the time of withdrawal prior thereto. Interest rates are subject to change from time to time. Current interest rate quotations are available from the bank during normal business hours.

This application is accompanied by the required financial statement of the applicant under the oath of Joseph V. Murphy-V.P. and Assistant Controller and in such detail to show the assets and the capital funds of the applicant as of the date of its latest report to the Office of the Comptroller of the Currency adjusted to show any changes therein made after the report, but prior to the date of this application.

U S Bank, N.A., if subsequently designated as a depository, will comply in all respects with the laws, regulations and rules of Ohio and the United States relative to the deposit of such funds and will furnish, at the bank's option, security for funds as provided under either Section 135.18 or 135.181.

U. S. Bank, N.A.

By:   
\_\_\_\_\_  
Kim J. Mays, Vice President

**MEMORANDUM OF AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS**

This is an agreement between U. S. Bank, N.A., a National bank located and doing business in Miami County through an office located in the City of Piqua and whereby the City of Piqua accepts the bank's offer to serve as public depository during the period from October 1, 2015 through September 30, 2020 inclusive. Therefore, under this agreement the sub-division will appoint U S Bank, N.A. as its depositories and will deposit funds as enumerated below:

- A) **The City of Piqua** will deposit active funds and the bank will accept a maximum of **All Eligible Deposits** or any part thereof. For the service of making active funds accessible by demand, check, draft or other similar instrument, the bank may charge a reasonable fee as enumerated under Section 135.16 of the Ohio Revised Code.
  
- b) **The City of Piqua** will deposit and the bank will accept as interim/inactive deposits a maximum **All Eligible Deposits** or any part thereof. The bank will issue Certificates of Deposit during the period of designation in the amount desired. U S Bank, N.A., will bid competitive rates of the customer's interim deposits.

For interim deposits, the interest payable on Certificates of Deposit will be at the maturity thereof or at the time of withdrawal prior thereto. Also, for interim deposits, the interest rates are subject to change from time to time. If a deposit is renewed, it shall carry the then prevailing interest rate at that time on that type of deposit.

The total amount thus awarded under this agreement totals **All Eligible Deposits** which does not exceed the limitations set forth under Chapter 135 of thirty percent (30%) of total assets.

The bank will secure all public deposits at the bank's option under either Section 135.18 or Section 135.181, in an amount sufficient to meet the requirements of Chapter 135.

On the last business day of each month during the period that any funds awarded pursuant to this agreement are on deposit with the bank, the bank will furnish a statement showing the balance of such active moneys in its possession. The bank may charge a reasonable fee for providing monthly statements under this agreement.

The bank agrees that it will comply with all the requirements of the Ohio Revised Code, Chapter 135 and any amendments thereto. The bank also further agrees that it will abide by any state and federal laws, rules or regulations or any amendments thereunder. If any such laws, rules or regulations are changed or amended during the terms of the designation as public depository, and if the change of laws, rules or regulations will cause this agreement to become unlawful, at the bank's option, this agreement shall be limited so as not to extend beyond the date when such change becomes effective.

As part of this agreement, the depositor agrees to be subject to the rules which govern the account in which the depositors funds are deposited. Also, the depositor agrees to provide the bank the names and signatures of those persons authorized to execute drafts on and to make withdrawals from the accounts, and to provide such documentation establishing these persons authority as the bank may request.

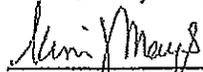
The City of Piqua

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

U. S. Bank, N.A.



Kim J. Mays, CTP  
Vice President

**MEMORANDUM OF AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS**

**WHEREAS** Unity National Bank, Division of The Park National Bank, is a wholly owned subsidiary of Park National Corporation, a bank holding company under the laws of the United States and the State of Ohio, located and doing business within the city of Newark, Ohio, hereinafter referred to as the "Financial Institution," and

**WHEREAS** the Financial Institution has capital funds as defined by Section 135.01(C) of the Ohio Revised Code of Four Hundred Ninety-Nine Million Five Hundred Fifteen Thousand and 00/100 Dollars (\$499,515,000.00) as shown in the financial statements included herewith; and

**WHEREAS** the Financial Institution has total assets of Six Billion Five Hundred Twenty-Seven Million Four Hundred Forty-Four Thousand and 00/100 Dollars (\$6,527,444,000.00) as shown in financial statements herewith; and

**WHEREAS** thirty percent (30%) of the aforementioned total assets equals One Billion Nine Hundred Fifty-Eight Million Two Hundred Thirty-Three Thousand Two Hundred and 00/100 Dollars (\$1,958,233,200.00) and

**WHEREAS** the Financial Institution has submitted to CITY OF PIQUA, OHIO a written proposal, hereinafter referred to as the "Proposal," stating that for the full term beginning October 1, 2015 and ending September 30, 2020 both inclusive, it will accept for deposit and safekeeping up to Fifty Million and 00/100 Dollars (\$50,000,000.00) of total deposits for CITY OF PIQUA, OHIO with such total deposits consisting of not more than Twenty-Five Million and 00/100 Dollars (\$25,000,000.00) in active deposits, not more than Ten Million and 00/100 Dollars (\$10,000,000.00) in interim deposits, not more than Fifteen Million and 00/100 Dollars (\$15,000,000.00) in inactive deposits, as the terms active deposits, interim deposits, and inactive deposits are all defined in Section 135.01 of the Ohio Revised Code; and

**WHEREAS** the Proposal further states that pursuant to the Uniform Depository Act of Ohio, the Financial Institution agrees to pledge and deposit with the Finance Director of CITY OF PIQUA, OHIO or with a designated Trustee as security for the repayment of all public moneys to be deposited in the Financial Institution by CITY OF PIQUA, OHIO security of the kind specified in Section 135.18, Section 135.181, or any other sections of the Ohio Revised Code specifying eligible security, in a sum equal to the minimum amount of security required by Section 135.18 or 135.181 of the Ohio Revised Code, or surety company bond or bonds in a sum required by said Uniform Depository Act; and

**WHEREAS** CITY OF PIQUA, OHIO has accepted the Proposal of the Financial Institution, and has selected the Financial Institution as one of its depositories for the period beginning October 1, 2015 and ending September 30, 2020, both dates inclusive, for active deposits up to Twenty-Five Million and 00/100 Dollars (\$25,000,000.00), interim deposits up to Ten Million and 00/100 Dollars (\$10,000,000.00), and inactive deposits up to Fifteen Million and 00/100 Dollars (\$15,000,000.00); and

**WHEREAS** CITY OF PIQUA, OHIO has awarded to the Financial Institution a deposit or deposits of money at the rate of interest for such inactive and interim deposits set forth in its Applications for the Deposit of Public Moneys; and

**WHEREAS** the total amount of active, interim, and inactive deposits awarded hereunder equals Fifty Million and 00/100 Dollars (\$50,000,000.00), a total which does not exceed the limit set by Section 133.03 of the Ohio Revised Code of thirty percent (30%) of the total assets of the Financial Institution;

**NOW**, therefore, in consideration of said acceptance and award on the part of CITY OF PIQUA, OHIO and in consideration of deposit and use of the moneys of CITY OF PIQUA, OHIO, the Financial Institution now hereby agrees to receive from CITY OF PIQUA, OHIO up to the sum of Fifty Million and 00/100 Dollars (\$50,000,000.00) of the moneys of CITY OF PIQUA, OHIO coming into the hands of the Finance Director of CITY OF PIQUA, OHIO

in an account or accounts known as the Deposit Account or Accounts. Such deposits shall be made pursuant to the provisions of Section 19 of the Federal Reserve Act and Section 3 of its Regulation Q, together with the amendments by the Board of governors of the Federal Reserve System.

The Financial Institution further agrees that to secure the performance of its obligations hereunder and under said Proposal, and in observance of all requirements of law applying to such deposits, depositories, contracts and bonds, it will forthwith pledge to and deposit with the Finance Director or designated Trustee to CITY OF PIQUA, OHIO for the benefit of CITY OF PIQUA, OHIO and to its satisfaction, and to the satisfaction of the legal advisor of CITY OF PIQUA, OHIO as to form, eligible securities of aggregate market value equal to the excess of the amount of public moneys to be at the time so deposited, over and above such portion or amount of such moneys as is at such time insured by the Federal Deposit Insurance Corporation, or by any agency or instrumentality of the Federal Government, under the provisions of Section 135.18 or Section 135.181 of the Ohio Revised Code.

The Financial Institution further covenants and agrees that: (1) any or all of the money awarded to or deposited with it as active funds, may be drawn against at any time by CITY OF PIQUA, OHIO with the instruments executed by such authorized person(s) or officer(s) and according to such procedures as CITY OF PIQUA, OHIO may designate and prescribe; (2) interim deposits shall be evidenced by certificate(s) of deposit maturing in 14 or more days, but in no event more than one year from date of deposit; (3) inactive deposits shall be evidenced by certificate(s) of deposit, each of which shall mature no later than the end of the period of designation, and may provide on its face that the amount of such deposit is payable upon written notice to be given a specified period before the date of repayment. In addition, the Financial Institution will hold for the benefit of CITY OF PIQUA, OHIO eligible investments as described and evidenced pursuant to Chapters 135.14 and 135.35 of the Ohio Revised Code.

The Financial Institution also agrees that while any part of the award is on deposit with the Financial Institution, it will also provide the Finance Director of CITY OF PIQUA, OHIO with a statement as of the last business day of each month showing the balance of such active, interim, and inactive moneys in its possession.

The CITY OF PIQUA, OHIO in consideration of the agreements of the Financial Institution, heretofore set forth, agrees that for and during the period of time beginning October 1, 2015 and ending September 30, 2020 both inclusive, it will and does designate the Financial Institution as a depository of money belonging to it in the amounts set forth above and that it will, during said term, allow the Financial Institution the full use, for its lawful and proper purposes, of the daily balances of the moneys placed in the Financial Institution by the Finance Director of CITY OF PIQUA, OHIO

The agreement is subject to the terms, conditions, and stipulations set forth herein, and is subject to the Uniform Depository Act of Ohio and all amendments or supplements thereto, and the terms

The securities deposited, shall be and are surety and bond for the compliance by the Federal Institution with each and all of the provisions, terms, limitation, conditions, and stipulations hereinbefore mentioned, and for the performance hereof by the Financial Institution.

It is further agreed that if any state or federal laws, rules or regulations, are changed or amended during the term of the Financial Institution's designation as public depository, and the change of laws, rules, and regulations causes this agreement to become unlawful, then this agreement shall be limited so as not to extend beyond the date when such change becomes effective.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands by their duly authorized officers of the parties, this October 1, 2015

Unity National Bank

*Lisa Feeser* 08.11.15  
Signature Date  
Lisa Feeser Vice President  
Print Name Title

*Mary E. Clevenger* 8/11/15  
Signature Date  
Mary E. Clevenger Bank Officer  
Print Name Title

CITY OF PIQUA, OHIO

\_\_\_\_\_  
Signature Date  
\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Signature Date  
\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Signature Date  
\_\_\_\_\_  
Print Name Title

MEMORANDUM OF AGREEMENT  
FOR DEPOSIT OF PUBLIC FUNDS

*WHEREAS, MainSource Bank a financial institution corporation, having locations within Miami and Montgomery Counties, Ohio, is hereinafter referred to as the "Financial Institution", having capital funds as defined by Section 135.01(C) of the Revised Code of Three Hundred Ninety Eight Million Eight Hundred Twenty Nine Thousand Dollars (\$398,829,000.) and total assets of Three Billion Two Hundred Forty Five Million Four Hundred Thousand Dollars (\$3,245,400,000.) as shown in the financial statement attached to the application, or applications of the Financial Institution, has in writing proposed to the City of Piqua that for the full term beginning October 1, 2015 and ending September 30, 2020, both inclusive, it will accept for deposit and safekeeping the maximum sum of Fifty Million and no/100 Dollars (\$40,000,000.00) or any part thereof of the active deposits of the City of Piqua and it will accept for deposit and safekeeping the maximum sum of Ten Million and no/100 Dollars (\$10,000,000.00) of the inactive deposits of the said subdivision as active, and inactive deposits, as defined in Section 135.01 of the Revised Code.*

*WHEREAS, said Financial Institution has also, in the written proposal, and pursuant to the Uniform Depository Act of Ohio, offered to pledge and deposit with the Treasurer of the subdivision or designated Trustee as security for the repayment of all public moneys to be deposited in the Financial Institutions by said City of Piqua, security of the kind specified in Section 135.18, and any other sections of the Revised Code of Ohio specifying eligible security, in a sum equal to the minimum amount of security required by Section 135.18, or surety company bond or bonds in a sum required by said Uniform Depository Act; and*

*WHEREAS, the said City of Piqua has accepted the proposal of said Financial Institution, either as to the whole or part of the amount of deposit proposed for, and has selected said Financial Institution as one of its depositories for and during the period or periods of time as follows for the sum herein set forth: Forty Million and no/100 Dollars (\$40,000,000.00) for the period beginning October 1, 2015 and ending September 30, 2020 as active deposits; and Forty Million and no/100 Dollars (\$40,000,000.00) for the period beginning October 1, 2015 and ending September 30, 2020 as interim deposits; and Ten Million and no/100 Dollars (\$10,000,000.00) for the period beginning October 1, 2015 and ending September 30, 2020 as inactive deposits both dates inclusive; and awarded to it, as such depository, a deposit or deposits of money at the rate of interest for such inactive deposits set forth in its applications for the deposit of public moneys; the total of which active, and inactive deposits awarded totals Fifty Million and no/100 Dollars (\$50,000,000.00), a total which does not exceed the limit set by Section 135.03, of the Revised Code, thirty percent of the total assets of the Financial Institution; and therefore, in consideration of said acceptance and award on the part of said City of Piqua and in consideration of the deposit and use, as aforesaid, of said moneys of said City of Piqua, said Financial Institution now hereby agrees to receive from said City of Piqua the sum of Forty Million and no/100 Dollars (\$40,000,000.00) of the moneys of said City of Piqua coming into the hands of the Treasurer of said City of Piqua as such Treasurer, in an account or accounts known as the Active Deposit Account or Accounts, which deposits shall be made pursuant to the provisions of Section 19 of the Federal Reserve Act*

and Section 3 of its Regulation Q, together with the amendments by the Board of Governors of the Federal Reserve System, as to notice, etc.

Said Financial Institution further agrees that to secure the performance of its obligations hereunder and under said proposal and the observance of all requirements of law applying to such deposits, depositories, contracts and bonds, it will forthwith pledge to and deposit with the Treasurer or designated Trustee to said City of Piqua for the benefit of said City of Piqua and to its satisfaction, and to the satisfaction of the legal adviser of City of Piqua as to form, eligible securities of aggregate market value equal to the excess of the amount of public moneys to be at the time insured by the Federal Deposit Insurance Corporation, of by any agency or instrumentality of the federal government, under the provisions of Section 135.18 and/or 135.181 of the Revised Code; or a surety company bond or bonds in the sum required by Section 135.18 and/or 135.181, Revised Code. The said Financial Institution will offer the following security to secure said award.

Type of securities deposited or security offered: See Attached List

- a. Eligible securities or other obligations of the kind permitted to be deposited under the provisions of the Uniform Depository Act:

Itemize	Market Value
See Attached list	\$84,157,166.00

- b. Surety company bond or bonds in the sum required by Section 135.18 and/or 135.181: Revised Code: N/A

Itemize	Market Value
_____	\$ _____
_____	\$ _____

Said Financial Institution further covenants and agrees that any or all of the money awarded to or deposited with it as active funds, may at any time be drawn against by check of City of Piqua executed by such authorized person(s) and according to such procedure as said City of Piqua may designate and prescribe; such inactive deposits shall be evidenced by certificates of deposit, each of which shall mature not later than the end of the period of designation, and may provide on its face that the amount of such deposit is payable upon written notice to be given a specified period before the date of repayment.

Said Financial Institution also agrees to file with the Treasurer of City of Piqua on the last business day of each month during any time that a part of the award is on deposit a statement showing the balance of such active, and inactive moneys in its possession, and City of Piqua in consideration of the agreements of said Financial Institution, heretofore set forth, agrees that for and during the period of time beginning October 1, 2015 and ending September 30, 2020 both inclusive, it will and does designate said Financial Institution as a depository of money belonging to it in the amounts set forth above and that it will, during said

term, allow the same Financial Institution the full use, for its lawful and proper purposes of the daily balances, of deposits of the moneys coming into the hands of the Treasurer of City of Piqua as such Treasurer, in the Treasurer's Account in said Financial Institution, as aforesaid; all pursuant and subject to the Uniform Depository Act of Ohio, herein referred to, and all amendments or supplements thereto, and to the terms of the Financial Institution's proposal, and all within the limits and under and subject to the terms conditions and stipulations in this agreements set forth. The securities deposited, and the surety bond, or both, shall be and are surety and bond for the compliance by the Financial Institution with each and all of the provisions, terms, limitations, conditions and stipulations hereinbefore mentioned, and for the performance hereof by the Financial Institution. It is further agreed that this contract shall become null and void whenever by amendment or amendments of any state or federal law or the amendment or adoption of any valid regulations, thereunder, of the United States are changed or amended, the terms of the designation, lawful at the beginning of any period of designation, cause to be unlawful, during such period and if such period and if such change of law or regulation requires, the period of designation shall be limited so as not to extend beyond the date when such change becomes effective.

*IN WITNESS WHEREOF*, the parties have hereunto set their hands by their duly authorized officers, this      day of September, 2015.

MainSource Bank

By *Diana L Davis*  
Diana Davis, Market President

City of Piqua

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

**MainSource Bank**  
**Pooled Collateral Summary - Ohio Public Funds**  
 July 31, 2015



Amount \$

Market Value of Pooled Collateral Securities	84,157,166.00
Total Pooled Collateral	84,157,166.00
Public Fund Deposits	70,625,127.00
FDIC Insured Portion	(3,656,185.00)
Total Pooled Deposits	66,968,942.00
Ohio Revised Code 105%	70,317,389.00
Pledged vs Required - Excess (Deficiency)	13,839,777.00
Deposits Collateralized at :	125.7%

IP Pledged Securities  
 MSB of Nevada, LLC 116030  
 July 31, 2015

Cusip	Ticket	Description	Safekeeping Agent	Rate	Maturity	Original Face	Par/Current Face	Priced	Book Value	Market Value
PLEGDED TO: OPF OHIO PUBLIC FUND										
31397SF82	741270	FNMI1046 A	FIRST TENNESSEE BANK	3.0000	5/25/2024	26,750,000.00	7,994,696.80	7/30/2015	8,044,078.46	8,238,726.84
3138AWBD4	742779	FNMA POOL #A14535	FIRST TENNESSEE BANK	3.0000	11/1/2026	15,000,000.00	7,336,316.40	7/30/2015	7,438,381.10	7,610,034.59
3837TESQ8	631665	GNMA REMIC SER 67 DC	FIRST TENNESSEE BANK	3.0000	4/20/2036	11,400,000.00	927,548.69	7/30/2015	927,574.79	932,747.61
3128MC3E3	719730	FHLMC GOLD POOL #G14197	FIRST TENNESSEE BANK	3.5000	7/1/2026	7,500,000.00	2,151,603.75	7/30/2015	2,182,078.80	2,269,511.70
3137AIQU1	742971	FHL3972 PJ	FIRST TENNESSEE BANK	3.0000	11/15/2031	25,000,000.00	15,476,397.75	7/30/2015	15,694,535.87	16,016,786.98
3137AYB75	830777	FHR 4150 UK	FIRST TENNESSEE BANK	1.7500	8/15/2041	8,000,000.00	6,338,081.44	7/30/2015	6,372,799.00	6,252,967.15
3137AVEW7	841371	FHL4171 NG	FIRST TENNESSEE BANK	2.0000	6/15/2042	8,000,000.00	6,368,173.60	7/30/2015	6,373,172.54	6,298,028.10
3137B0XS8	854099	FHL4182 KO	FIRST TENNESSEE BANK	2.0000	5/15/2041	10,000,000.00	7,756,041.20	7/30/2015	7,828,499.51	7,662,988.94
3137B0YX6	844927	FHR 4182 PB	FIRST TENNESSEE BANK	2.0000	12/15/2041	15,000,000.00	11,516,784.60	7/30/2015	11,601,907.48	11,546,232.90
3137B14L3	847870	FHR 4180 MB	FIRST TENNESSEE BANK	2.0000	10/15/2042	8,000,000.00	5,669,423.68	7/30/2015	5,724,267.76	5,587,052.40
3137B14L3(2)	844905	FHR 4180 MB	FIRST TENNESSEE BANK	2.0000	10/15/2042	2,500,000.00	1,771,694.90	7/30/2015	1,781,717.56	1,745,953.87
3136A6X66	784050	FNR 2012 75 HC	FIRST TENNESSEE BANK	2.5000	11/25/2041	6,000,000.00	3,947,857.40	7/30/2015	3,990,525.22	3,927,142.84
3136AHQE3	884405	FNR 2013 126 TA	FIRST TENNESSEE BANK	3.0000	10/25/2032	7,000,000.00	5,960,711.61	7/30/2015	6,040,120.13	6,069,011.90
						150,150,000.00	83,215,311.82		83,999,658.22	84,157,165.82

RESOLUTION NO. R-120-15

AN EMERGENCY RESOLUTION AUTHORIZING A PURCHASE  
ORDER TO BEST EQUIPMENT CO., INC. FOR THE REPAIR OF  
TRUCKS FOR THE UNDERGROUND UTILITIES DEPARTMENT

WHEREAS, specialized trucks have been and must continue to be repaired by this vendor for the City's Underground Utility Department; and

WHEREAS, repairs made up to \$35,000.00 this year were approved with Resolution R-110-15; and

WHEREAS, Best Equipment Co., Inc. is a sole source provider for these specialized repairs;

WHEREAS, the Underground Utilities Dept. will need to use Best Equipment Co., Inc. again before year-end;

WHEREAS, public safety is a major concern; therefore, we are requesting to move forward immediately based on Section 34.19 (B) of our City Charter which states: "Bidding is not required when in unforeseen emergencies, delay would result in the interpretation of or detriment to the delivery of public services, as determined by the City Manager"; and

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

SEC. 1: A purchase order for repairs is hereby authorized to Best Equipment Co., Inc. as a sole source provider for these specialized repairs;

SEC. 2: The Finance Director certifies funds are available is hereby authorized to draw her warrants from time to time on the appropriate account of the City treasury in payment according to terms, not to exceed \$60,000.00, and said funds are available;

SEC. 3: This Resolution is declared an emergency for the immediate preservation of the public peace, health or safety in the City of Piqua as the repair of the Vac-Con truck is an integral part of the Underground Utilities Dept. services to the citizens of Piqua.

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

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

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



# Commission Agenda Staff Report

<b>MEETING DATE</b>	September 1, 2015		
<b>REPORT TITLE</b>	<b>AN EMERGENCY RESOLUTION AUTHORIZING A PURCHASE ORDER TO BEST EQUIPMENT CO., INC. FOR THE REPAIR OF TRUCKS FOR THE UNDERGROUND UTILITIES DEPT.</b>		
<b>SUBMITTED BY</b>	Name & Title: Shane Johnson, Underground Utilities Superintendent		
	Department: Underground Utilities Department		
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution
<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 checked="" type="checkbox"/> Department Director		<input type="checkbox"/> Other:
<b>BACKGROUND</b>	<p>Due to a recent unforeseen malfunction with our Vac-Con, we are asking to increase the expenditure amount not to exceed from \$35,000 to \$60,000. This will allow us to repair the vacuum compressor assembly unit on the Vac-Con and hopefully, cover any future repairs to this truck and our other trucks serviced by Best Equipment this year. We use Best Equipment Co., Inc. for the repairs to the VacCon, EnvrioSight, and Single Axle Jet trucks. All of these pieces of equipment are very specialized and Best Equipment is the sole source for parts and repairs. Due to the age of these vehicles, the warranties have all expired.</p>		
<b>BUDGETING AND FINANCIAL IMPACT</b>	Budgeted \$:	\$ 85,022.00 for the 2015 year	
	Expenditure \$:	Not to exceed \$60,000 Based on possible future needs	
	Source of Funds:	Underground Utilities Budget line items 403-308-612-7404 404-401-701-7404 411-401-701-7404	
	<b>Narrative:</b>	We use Best Equipment for servicing the specialized equipment on our Vac-Con Truck.	
<b>OPTIONS</b>	1.	Approve Resolution R-120-15 as presented.	
	2.	Approve Resolution R-120-15 with changes in the amounts proposed.	
	3.	Deny Resolution R-120-15 and provide direction on how you would like staff to proceed.	
<b>PROJECT TIMELINE</b>	Due to the emergency need of our department to use this truck often, Best		

	Equipment has begun the repairs on the Vac-Con truck.
<b>STAFF RECOMMENDATION</b>	We recommend approval of this Resolution as proposed.
<b>ATTACHMENTS</b>	None

RESOLUTION NO. R-121-15

**AN EMERGENCY RESOLUTION AUTHORIZING A  
PURCHASE ORDER TO PROGRADE EXCAVATION &  
DEMOLITION, LLC FOR THE STORM WATER REPAIR  
ON E. WATER STREET FOR THE UNDERGROUND  
UTILITIES DEPARTMENT**

WHEREAS, Storm water pipe breaks have been and must continue to be repaired by the City's Underground Utility Department with assistance from a contractor; and

WHEREAS, public safety is a major concern; therefore, we are requesting to move forward immediately based on Section 34.19 (B) of our City Charter which states: "Bidding is not required when in unforeseen emergencies, delay would result in the interpretation of, or detriment to, the delivery of public services, as determined by the City Manager"; and

WHEREAS, the Underground Utilities Dept. hired ProGrade Excavation & Demolition, LLC for the purpose of emergency repair on E. Water St. in June of 2015 at a cost of \$62,317.23;

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

SEC. 1: A purchase order for repairs is hereby authorized to ProGrade Excavation & Demolition, LLC;

SEC. 2: The Finance Director certifies funds are available and is hereby authorized to draw her warrants on the appropriate accounts of the City treasury in payment according to terms, not to exceed \$62,317.23, and said funds are available;

SEC. 3: This Resolution is declared an emergency for the immediate preservation of the public peace, health or safety in the City of Piqua as the repair of the E. Water St. Storm water pipe was required by the Underground Utilities Dept. on behalf of the citizens of Piqua.

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

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

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



# Commission Agenda Staff Report

<b>MEETING DATE</b>	September 1, 2015		
<b>REPORT TITLE</b>	AN EMERGENCY RESOLUTION AUTHORIZING A PURCHASE ORDER TO PROGRADE EXCAVATION & DEMOLITION, LLC FOR THE STORM WATER REPAIR ON E. WATER ST. FOR THE UNDERGROUND UTILITIES DEPT.		
<b>SUBMITTED BY</b>	Name & Title: Devon Alexander, Storm Water Coordinator		
	Department: Storm Water - Underground Utilities Department		
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
<b>APPROVALS/REVIEWS</b>	<input checked="" type="checkbox"/> City Manager		<input checked="" type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> Department Director		<input type="checkbox"/> Other:
<b>BACKGROUND</b>	On June, 15 2015, the City suffered a major Storm water pipe collapse on E. Water St. Our own city underground utility crews responded to the site, but due to the severity and nature of the damage, it was determined that a contractor would be needed to properly repair the site. With the approval from the City Manager, ProGrade Excavation was contacted to make the repair.		
<b>BUDGETING AND FINANCIAL IMPACT</b>	Budgeted \$:	\$ 62,317.23 in reappropriation	
	Expenditure \$:	\$ 62,317.23	
	Source of Funds:	411-402-701-7204	
	<b>Narrative:</b>	We had experience using ProGrade Excavation and they were available to help the City crews on short notice.	
<b>OPTIONS</b>	1.	Approve Resolution R-121-15 as presented.	
	2.	Approve Resolution R-121-15 with changes in the amounts proposed.	
	3.	Deny Resolution R-121-15 and provide direction on how you would like staff to proceed.	
<b>PROJECT TIMELINE</b>	Due to the emergency need for public safety, ProGrade Excavation performed this work in June of 2015.		
<b>STAFF RECOMMENDATION</b>	We recommend approval of this Resolution as proposed.		
<b>ATTACHMENTS</b>	None		

RESOLUTION NO. R-122-15

A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO CONTRACT WITH THE MIAMI COUNTY PUBLIC  
DEFENDER COMMISSION

WHEREAS, the City recognizes its responsibility to provide legal services to indigents charged with loss-of-liberty offenses under the Piqua Code; and

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

SEC. 1: The proposed contract by and between the City of Piqua and the Miami County Public Defender Commission commencing January 1, 2016 and shall terminate on December 31, 2016 is hereby approved;

SEC. 2: The Finance Director certifies that funds are available is hereby authorized to draw three warrants on the appropriate account of the city treasury in the total amount of \$20,341.13 consisting of three installments according to Section 2 of said contract;

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

**CONTRACT FOR COUNTY PUBLIC DEFENDER SERVICES  
TO MUNICIPAL CORPORATIONS**

AGREEMENT

THIS AGREEMENT entered into between the Miami County Public Defender Commission hereinafter called the "Commission" and the City of Piqua, Ohio, hereinafter called the "City".

WHEREAS, the City recognizes its responsibilities under the laws of the State of Ohio and of the United States of America to provide legal counsel to indigent persons charged with loss of liberty offense in its Municipal Court, and

WHEREAS, the city in furtherance of the execution of its legal responsibilities, desires that the legal services of the Commission be delivered to the City's indigent citizens and others so situated;

NOW THEREFORE, the parties do mutually agree to bind themselves as follows:

1. Scope of Work.

The Commission shall in a satisfactory and proper manner under the terms and conditions contained herein, perform the following services:

Provide legal counsel to indigent persons charged with loss of liberty offenses under, by or through, the Codified Ordinances of the City of Piqua, Ohio. The within representation shall include such cases filed in the Miami County Municipal Court, and/or Miami County Common Pleas Court, and Miami County Juvenile Court.

2. Compensation.

The City shall pay to the Commission a sum not to exceed Twenty Thousand Three Hundred Forty One Dollars and Thirteen Cents (\$20,341.13) which shall constitute full and complete payment for all the Commissions services during the term of this contract. Said sum shall be paid in the following manner: One Third of this contract, to wit, Six Thousand Seven Hundred Eighty Dollars and Thirty Seven Cents (\$6,780.37) shall be paid upon the execution of this contract; thereafter Commission shall be paid the balance in two equal payments of one third of the contract price, the first of said payments at the expiration of the first four (4) months of the term of this contract in the amount of Six Thousand Seven Hundred Eighty Dollars and Thirty Eight Cents (\$6,780.38), and the second at the expiration of the first eight (8) months of this contract in the same amount of Six Thousand Seven Hundred Eighty Dollars and Thirty Eight Cents (\$6,780.38).

3. Term of Service.

The duration of this contract shall be for one (1) year commencing January 1, 2016, and shall terminate on December 31, 2016.

4. Non-Assignment.

The Commission shall not assign all or any part of this Agreement without the prior written consent of the city, which consent shall not be unreasonably withheld.

5. Termination.

If the Commission shall fail to fulfill in a reasonable timely and proper manner its obligations under this Agreement, or if the Commission shall substantially violate any of the covenants, agreements or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Commission of such termination and specifying an effective date thereof at least sixty (60) days before the effective date of said termination. Termination by the City shall not constitute a waiver of any other right or remedy it may have at law or in equity for breach of this Agreement by the Commission.

6. Amendments.

All Amendments to this Agreement agreed upon by the parties shall be in writing and made a part of this Agreement.

7. Anti-Discrimination.

There shall be no discrimination against any employee who is employed in the work covered by this Agreement or against any application for such employment because of race, color, religion, sex or national origin. This provision shall apply to but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, raises of pay or other forms of compensation, and selection for training including apprenticeship. The Commission shall insert a similar provision in any sub-contract for services covered by this Agreement.

8. Conflicts.

Commission covenants that it presently has no interest and shall not acquire any interest direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. No members of, nor delegates to, the Congress of the United States of America, and no resident Commissioner shall share in any part hereof or any benefits to arise herefrom.

9. Indigent Eligibility Standards.

In determining the indigent status of all individuals receiving representation pursuant to this agreement, all applicable standards of indigency and other rules and standards established by the Ohio Public Defender Commission and the Ohio Public Defender will be followed.

10. Verification of Contract Amount.

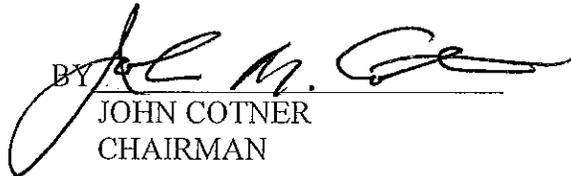
Payment by the municipality, whether by contractual amount or a fee schedule, does not exceed the fee schedule in effect and adopted by the county commissioners of the said herein county wherein the municipal corporation is located.

IN WITNESS WHEREOF, the parties have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

APPROVED AS TO FORM:

MIAMI COUNTY PUBLIC  
DEFENDER ASSOCIATION

BY \_\_\_\_\_  
OHIO PUBLIC DEFENDER  
COMMISSION

BY   
JOHN COTNER  
CHAIRMAN

CITY OF PIQUA, OHIO

BY \_\_\_\_\_

RESOLUTION NO. R-123-15

A RESOLUTION AUTHORIZING TO INCREASE THE  
INITIAL ANNUAL PURCHASE ORDER FOR KIRK  
NATIONALEASE FOR HEAVY EQUIPMENT  
REPAIRS FOR THE PUBLIC WORKS DEPARTMENT

WHEREAS, the City of Piqua has the ability to increase the annual purchase order for Kirk NationalLease over the originally anticipated amount; and

WHEREAS, the operation of Piqua City Public Works necessitates the parts and labor for heavy equipment repairs; and

WHEREAS, Kirk NationalLease has been determined to be a qualified vendor for this purpose; and

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

SEC. 1: A purchase order is hereby authorized in the amount of \$45,000 to Kirk NationalLease for the heavy equipment repairs;

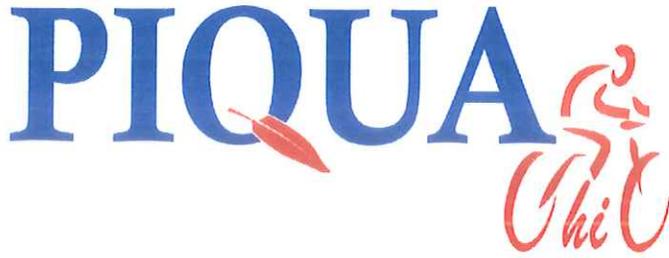
SEC. 2: The Finance Director certifies funds are available and is hereby authorized to draw her warrant on the appropriate account of the city treasury in payment for said services rendered not to exceed \$45,000.

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>	Tuesday, September 1, 2015		
<b>REPORT TITLE</b>	A RESOLUTION AUTHORIZING TO INCREASE THE INITIAL ANNUAL PURCHASE ORDER FOR KIRK NATIONAL LEASE FOR HEAVY EQUIPMENT REPAIRS FOR THE PUBLIC WORKS DEPARTMENT		
<b>SUBMITTED BY</b>	Name & Title: Doug Harter, Public Works Director		
	Department: Public Works Department		
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
<b>APPROVALS/REVIEWS</b>	<input checked="" type="checkbox"/> City Manager		<input checked="" type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> Department Director		<input type="checkbox"/> Other:
<b>BACKGROUND</b>	We currently use an annual purchase order with Kirk National Lease for heavy equipment repair. We are requesting to increase the purchase order from \$21,000 to \$45,000 to cover any additional repairs that may be needed in the upcoming months. Kirk National Lease has worked on our equipment for several years and we have always been very satisfied with their turn-around of our repairs and competitive rates.		
<b>BUDGETING AND FINANCIAL IMPACT</b>	Budgeted \$:	\$140,450 from Street Fund 101-113-850-7402 \$10,000 from Parks Fund 105-015-880-7402	
	Expenditure \$:	\$20,252.38 to date with Kirk National Lease only. There are a total of 25 different Purchase orders issued using funds from these two accounts.	
<b>OPTIONS</b>	1.	Approve Resolution No. R-123-15 the annual purchase order to be increased from \$21,000 to \$45,000 for the 2015 budget year.	
	2.	Do not approve the Resolution No. R-123-15	
<b>PROJECT TIMELINE</b>	Immediately increase our purchase order upon approval of this Resolution No. R-123-15.		
<b>STAFF RECOMMENDATION</b>	Approval of the Resolution No. R-123-15 to increase the purchase order for Kirk National Lease to repair heavy equipment for our Public Works Department.		

RESOLUTION NO. R-124-15

A RESOLUTION AUTHORIZING TO INCREASE THE  
INITIAL ANNUAL PURCHASE ORDER FOR DICK  
LUMPKIN'S AUTO BODY FOR 1-TON AND UNDER  
EQUIPMENT REPAIRS FOR THE PUBLIC WORKS  
DEPARTMENT

WHEREAS, the City of Piqua has the ability to increase the annual purchase order for Dick Lumpkin's Auto Body over the originally anticipated amount; and

WHEREAS, the operation of Piqua City Public Works necessitates the parts and labor for heavy equipment repairs; and

WHEREAS, Dick Lumpkin's Auto Body has been determined to be a qualified vendor for this purpose; and

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

SEC. 1: A purchase order is hereby authorized in the amount of \$40,000 to Dick Lumpkin's Auto Body for the 1-ton and under equipment repairs;

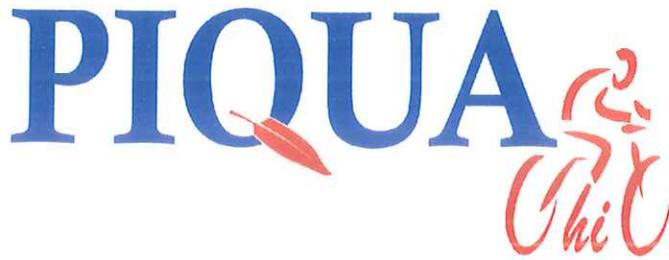
SEC. 2: The Finance Director certifies funds are available and is hereby authorized to draw her warrant on the appropriate account of the city treasury in payment for said services rendered not to exceed \$40,000.

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>	Tuesday, September 1, 2015			
<b>REPORT TITLE</b>	A RESOLUTION AUTHORIZING TO INCREASE THE INITIAL ANNUAL PURCHASE ORDER FOR DICK LUMPKIN'S AUTO BODY FOR 1-TON AND UNDER EQUIPMENT REPAIRS FOR THE PUBLIC WORKS DEPARTMENT			
<b>SUBMITTED BY</b>	Name & Title: Doug Harter, Public Works Director			
	Department: Public Works Department			
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Regular
<b>APPROVALS/REVIEWS</b>	<input checked="" type="checkbox"/> City Manager		<input checked="" type="checkbox"/> Asst. City Manager/Finance	
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director	
	<input checked="" type="checkbox"/> Department Director		<input type="checkbox"/> Other:	
<b>BACKGROUND</b>	We currently use an annual purchase order with Dick Lumpkin's Auto Body for small truck repair. We are requesting to increase the purchase order from \$22,000 to \$40,000 to cover any additional repairs that may be needed in the upcoming months.			
<b>BUDGETING AND FINANCIAL IMPACT</b>	Budgeted \$:	\$140,450 from Street Fund 101-113-850-7402 \$10,000 from Parks Fund 105-015-880-7402		
	Expenditure \$:	\$19,163.70 to date with Dick Lumpkin's only. There are a total of 25 different Purchase orders issued using funds from these two accounts.		
<b>OPTIONS</b>	1.	Approve Resolution No. R-124-15 the annual purchase order to be increased from \$22,000 to \$40,000 for the 2015 budget year.		
	2.	Do not approve the Resolution No. R-124-15		
<b>PROJECT TIMELINE</b>	Immediately increase our purchase order upon approval of this Resolution No. R-124-15.			
<b>STAFF RECOMMENDATION</b>	Approval of the Resolution No. R-124-15 to increase the purchase order for Dick Lumpkin's Auto Body to repair equipment for our Public Works Department.			

**RESOLUTION NO. R-125-15**

**A RESOLUTION AUTHORIZING A PURCHASE ORDER TO  
CASCADE ENGINEERING FOR THE PURCHASE OF  
RECYCLING CARTS**

WHEREAS, by Resolution No. R-16-15 passed on January 20, 2015, this Commission enacted legislation for the purchase of recycling carts from Cascade Engineering through the National Joint Powers Alliance (NJPA); and

WHEREAS, the scope of the recycling program has been expanded to include additional sizes of recycling carts; and

WHEREAS, this expanded scope is above and beyond what the original contract with Cascade Engineering covered.

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

SEC. 1: A purchase order is hereby authorized to Cascade Engineering, for the purchase of recycling carts not to exceed \$18,000.

SEC. 2: The Finance Director certifies funds are available and is hereby authorized to draw her warrant on the appropriate account of the City treasury in payment for said equipment purchase.

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>	September 1, 2015		
<b>REPORT TITLE</b> (Should match resolution/ordinance title)	A resolution authorizing a purchase order to Cascade Engineering for the purchase of recycling carts.		
<b>SUBMITTED BY</b>	Name & Title: Amy Welker, R.S. Director of Health & Sanitation		
	Department: Sanitation		
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
<b>APPROVALS/REVIEWS</b>	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> Department Director;		<input type="checkbox"/> Other:
<b>BACKGROUND</b> (Includes description, background, and justification)	<p>The Sanitation Department has received requests for a smaller recycling cart. To accommodate customers who may have a limited amount of recyclable materials, the department would like to purchase 32 gallon capacity carts. The carts will be the same design and construction as the original 64 gallon carts.</p> <p>The original purchase order with Cascade Engineering has been completed and closed. This resolution would allow for the purchase of the carts from the same vendor utilizing the same contract through the National Joint Powers Alliance.</p> <p>The overall cost including this new expenditure for smaller recycling carts is still under the budgeted amount allocated for this project.</p>		
<b>BUDGETING AND FINANCIAL IMPACT</b> (Includes project costs and funding sources)	Budgeted \$:	\$353,000	
	Expenditure \$:	\$10,000	
	Source of Funds:	Sanitation Department reserve funds	
	<b>Narrative:</b>	This project was part of the 2015 budget. Prior purchase of 64 gallon carts totaled \$321,440.	
<b>OPTIONS</b> (Include Deny /Approval Option)	1.	Pass the resolution to authorize the purchase of smaller recycling carts.	
	2.	Do not pass the ordinance.	
	3.		
	4.		
<b>PROJECT TIMELINE</b>	The carts will take 3-4 weeks to be built and delivered once the order is placed.		
<b>STAFF RECOMMENDATION</b>	Pass the resolution to authorize the purchase of smaller recycling carts.		
<b>ATTACHMENTS</b>			