

REGULAR PIQUA CITY COMMISSION MEETING  
TUESDAY, MARCH 1, 2016  
7:30 PM  
COMMISSION CHAMBER – 2<sup>nd</sup> FLOOR  
201 WEST WATER STREET  
PIQUA, OHIO 45356

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

OATH OF OFFICE – PIQUA POLICE DEPARTMENT  
DEPUTY CHIEF OF POLICE – RICHARD A. BYRON

OATH OF OFFICE – PIQUA POLICE DEPARTMENT  
POLICE LIEUTENANT – JERRY L. FOGT

OATH OF OFFICE – PIQUA FIRE DEPARTMENT  
FIRE CAPTAIN – PAUL H. BROWN

REGULAR CITY COMMISSION MEETING

CONSENT AGENDA

1. APPROVAL OF MINUTES

Approval of the minutes from the February 11, 2016 Piqua City Commission Worksession and the February 16, 2016 Regular Piqua City Commission Meeting

OLD BUSINESS

2. ORD. NO. 1-16 (3<sup>rd</sup> Reading)

An Ordinance to vacate a portion of public right-of-way

3. ORD. NO. 2-16 (2<sup>nd</sup> Reading)

An Ordinance Amending Chapter 30, Section 30.15 Rules of Conduct for Meetings of the Piqua Municipal Code

NEW BUSINESS

4. ORD. NO. 3-16 (1<sup>st</sup> Reading-Emergency)

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

5. RES. NO. R-32-16

A Resolution retaining the services of the Auditor of State for the 2015 Annual Audit of the City of Piqua

6. RES. NO. R-33-16

A Resolution authorizing a purchase order to Statewide Ford for the purchase of three Ford Police Interceptor Utility Vehicles and one Ford Police Interceptor Sedan

7. RES. NO. R-34-16  
A Resolution authorizing a purchase order to the KE Rose Company for purchase and installation of specialized equipment in Police Vehicles
8. RES. NO. R-35-16  
A Resolution authorizing a purchase order to Palmer Trucks for the purchase of a Refuse Packer Truck
9. RES. NO. R-36-16  
A Resolution awarding a contract for purchase of a Bucket Truck for the Power System
10. RES. NO. R-37-16  
A Resolution awarding a contract for purchase of accessory options for a Bucket Truck for the Power System
11. RES. NO. R-38-16  
A Resolution to award a contract to Peterson Construction Company for the replacement of the River Intake Line for the Water Treatment Plant
12. RES. NO. R-39-16  
A Resolution authorizing the City Manager to enter into the Housing Revolving Loan Fund (RLF) Agreement with the State of Ohio Development Services Agency for the period January 1, 2016 through December 31, 2018

**PUBLIC COMMENT**

(This is an opportunity for citizens to address the City Commission regarding agenda items, 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**

**PIQUA CITY COMMISSION WORK SESSION MINUTES**  
**Thursday, February 11, 2016**  
**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 Hinds called the meeting to order. Also present were Commissioners Wilson, Martin, Terry, and Vogt. Absent: None.

**Piqua City Commission Work Session**

**Discussion of Potential Election Charter Changes**

Law Director Stacy Wall stated since the recent election for Mayor and Commissioner the public has expressed confusion on the voting process. It was suggested that each Commission chose someone from their ward to set on a Special Charter Review Committee, and Ms. Wall would head up the committee and oversee the process and answer questions. Any Charter changes would have to be voted on by the electorate and would have to be given to the Board of Elections in August.

Ms. Wall provided a brief overview of Charter Section 3: Commission, Powers, Election, Term, Vacancies. Ms. Wall provided information on the filing of petitions for candidates to the Board of Elections and provided information on the Piqua City Charter requirements. Ms. Wall stated she polled several other cities around Piqua to get information on how they elected or appointed their commission.

Commissioners discussed whether or not the Mayor seat should be held by Commissioner for at least two years before holding the office of Mayor. Commissioners also discussed whether or not there should be term limits to holding a Commission or Mayor position. It was also discussed whether or not to change the number of Commissioners, and change the number of Wards. Changing the ballot language was also discussed, and Ms. Wall provided additional information on the language.

Ms. Wall provided a brief overview of Charter Section 5: President of Commission, Mayor. There was discussion on whether the language could be included to state the Mayor must be a Commissioner first.

Dan French, N. Sunset Drive, asked if it is a requirement to elect the Mayor and Commissioner at the same election. Ms. Wall stated the Piqua Charter would have to be amended to allow that.

Brad Boehringer, Mound Street, voiced his opinion on the issues.

There was also discussion of a possible term of office for the Vice Mayor.

Ms. Wall provided a brief overview of Charter Section 4: Meetings of the Commission. Ms. Wall stated she would like to include the State Legislative Language, and follow the State Code.

After a lengthy discussion Commissioners decided to have each Commissioner provide a member from their ward to be appointed to a Special Charter Review Committee to review all of the issues on the Charter at this time. All Commissioners were in agreement with this and will provide a name to Ms. Wall.

**Agenda Format Discussion**

Ms. Wall stated the format for the Commission Meeting was changed for the February 2, 2016 meeting with Public Comment being heard from 7:30 P.M. until 7:45 P.M. and the Business Meeting beginning at 7:45 P.M. Concerns were raised that this format does not comply with the Code. Ms. Wall stated Code Section 30.15 Rules of Conduct for Meetings would need to be changed under Section B. Ms. Wall explained the reason for not having public comment at the end of each ordinance or resolution, and also reviewed Code Section 10: Guidelines for Minutes of Public Meetings.

Ms. Wall provided a draft Ordinance for changes to Code Section 30.15: Rules of Conduct for Meetings, and explained the various changes to Section 30.15.

There was discussion on how the future meetings would be conducted until the new Ordinance was passed. After discussion of the changes Commissioners were all in favor of the changes included in the Ordinance at this time. It was decided by the Commission to go back to the original agenda format until the new Ordinance has passed through the three readings and is adopted.

Brad Boehringer, voiced his opinion on when public comment should be heard.

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

\_\_\_\_\_  
KATHRYN B. HINDS, MAYOR

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

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

**MINUTES  
PIQUA CITY COMMISSION  
Tuesday, February 16, 2016 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 Hinds called the meeting to order. Also present were Commissioners Terry, Wilson, and Martin. Absent: Commissioner Vogt.

Moved by Commissioner Terry, seconded by Commissioner Martin, to excuse Commissioner Vogt from the February 16, 2016 Regular Piqua City Commission Meeting. Voice vote: Aye: Wilson, Martin, Terry, and Hinds. Nay: None.

Mayor Hinds welcomed Cub Scout Troup 295 to the Commission Meeting.

**REGULAR CITY COMMISSION MEETING**

**Consent Agenda**

**Approval of Minutes**

Approval of the minutes from the February 2, 2016 Regular Piqua City Commission Meeting.

**RES. NO. R-21-16**

A Resolution of Appreciation for the Public Service of Kris E. Lee as a City Employee

Mayor Hinds read the Resolution of Appreciation and presented it to Kris Lee.

Mr. Lee commended the leadership within the City and also the fellow police officers he served with in the Police Department. From the top we have a great City Manager Gary Huff, and Police Chief Bruce Jamison was always someone he could go and talk with like a brother or a dad. Mr. Lee further stated that his service to the City of Piqua is not over, he plans to do whatever he can do to help out in the City.

Mayor Hinds congratulated Mr. Lee on his 22 years of service to the Piqua Community.

**RES. NO. R-22-16**

A Resolution reappointing a member to the Downtown District Design Review Board

City Manager Huff stated Resolution R- 22-16 reappoints Bradley Bubp to the Downtown District Design Review Board for a term to expire on March 1, 2019.

**RES. NO. R-23-16**

A Resolution reappointing a member to the Civil Service Commission

City Manager Huff stated Resolution No. R-23-16 reappoints Stu Shear to the Civil Service Commission for a term to expire on March 1, 2019.

**RES. NO. R-24-16**

A Resolution reappointing a member to the Energy Board

City Manager Huff stated Resolution No. R-24-16 reappoints Joe Drapp Energy Board for a term to expire on March 1, 2021.

**RES. NO. R-25-16**

A Resolution appointing a member to the Park Board

City Manager Huff stated Resolution No. R-25-16 appoints Lloyd Shoemaker as a member to the Park Board for a term to expire on March 1, 2021.

**RES. NO. R-26-16**

A Resolution appointing a member to the Storm Water Utility Board

City Manager Huff stated Resolution No. R-26-16 appoints Ronald Pilkington to the Storm Water Utility Board for a term of two years to expire on August 1, 2017.

**RES. NO. R-27-16**

A Resolution reappointing a member to the Tree Committee

City Manager Huff stated Resolution No. R-27-16 reappoints Judy Terry as a member of the Tree Committee for a four year term to expire on March 1, 2020.

**RES. NO. R-28-16**

A Resolution reappointing a member to the Tree Committee

City Manager Huff stated Resolution No. R-28-16 reappoints Regina Favorite as a member of the Tree Committee for a four year term to expire on March 1, 2020.

**RES. NO. R-29-16**

A Resolution reappointing a member to the Tree Committee

City Manager Huff stated Resolution No. R-29-16 appoints Randi Simon-Serey as a member of Tree Committee for a term to expire on March 1, 2019.

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

**OLD BUSINESS**

**ORD. NO. 1-16** (2nd Reading)

An Ordinance to vacate a portion of public right-of-way

Justin Sommer, Economic Development Director/Assistant City Manager provided the Staff Report stating the reason for the vacation of the public right of way at this time. This is the second reading of Ordinance 1-16.

Ordinance No. 1-16 was given a second reading.

**NEW BUSINESS**

**ORD. NO. 2-16**

An Ordinance Amending Chapter 30, Section 30.15 Rules of Conduct of the Piqua Municipal Code

Law Director Stacy Wall provided the Staff Report.

Ms. Wall provided a brief overview of the Code Sections that are being considered for change. The Code Sections being considered are Section 30.15 Rules of Conduct for Meetings, Section (3) Section, (4), and Section (5) (B). This Ordinance will change and set the rules of conduct for Commission meetings in the future, and will establish the Public Comment session taking place at the beginning of the Commission Meeting. If approved Public Comment will not take place after each item of business, and will not take place at the end of the meeting as has been done previously.

After a brief discussion concerning various comments by the Commissioners and if the public comment session will be televised, Ordinance No. 2-16 was given a first reading.

**RES. NO. R-30-16**

A Resolution authorizing a purchase order to Best Equipment Co., for the purchase of a Vac-Con Truck for the Underground Utilities Department

Shane Johnson, Underground Utilities Superintendent provided the Staff Report.

This purchase is part of the ten year capital improvement plan. The unit is in the 2016 Budget with 40% Water funds, 40% Waste Water funds, and 20% Storm water fund, stated Mr. Johnson. This unit will be used on a daily basis, and is a critical tool in the day to day operations. This truck will be used for water main repair, cleaning sanitary mains, and storm mains, cleaning catch basins, water service renewals and aiding other departments as needed.

Moved by Commissioner Terry, seconded by Commissioner Wilson, that Resolution No. R-30-16 be adopted. Voice vote, Aye: Martin, Terry, Hinds, and Wilson. Nay: None. Motion carried unanimously. Mayor Hinds declared Resolution No. R-30-16 adopted

**RES. NO. R- 31-16**

A Resolution requesting authorization to purchase a new Tymco 600 Street Sweeper

Devon Alexander, Storm Water Coordinator provided the Staff Report.

Currently the City operates a Tymco 600 2004 model sweeper and have had very good success with the current sweeper. The current machine has reached it normal life span, and is in need of repair and the operations are not up to full standards, stated Mr. Alexander. Last year the sweeper removed 293 tons of sludge over a nine month period. The sweeper makes a whole cycle over the city every thirty days from April through November, which is about 9 times a year on every street, stated Mr. Alexander.

City Manager Huff stated the purpose of the street sweeper is for storm water protection, keeping debris out of the catch basins and etc.

Commissioners asked several questions concerning the use of the sweeper, if the streets were not cleaned what the effect would be, if the old one would still be utilized, Mr. Alexander explained.

After a brief discussion, citizens were advised to help keep their curb areas clear.

Moved by Commissioner Wilson, seconded by Commissioner Martin, that Resolution No. R-31-16 be adopted. Roll call, Aye, Wilson, Martin, Terry, and Hinds. Nay: None. Motion carried unanimously. Mayor Hinds declared Resolution No. R-31-16 adopted.

**PUBLIC COMMENT**

No one came forward to speak.

**CITY MANAGER'S REPORT**

City Manager Huff shared some information on lead in drinking water, and provided the City of Piqua's preventative measures. Piqua is in good shape with the water, and will have a new Water Treatment Plant up and running in early 2017, stated City Manager Huff.

City Manager Huff stated he appreciated the work the Street Department did to keep the City streets clear of snow the last few days.

Commissioner Wilson also stated the new Water Treatment Plant will address the algae bloom situation, and that the City of Piqua drinking water source is very clean.

**COMMISSIONERS COMMENT**

Commissioner Terry congratulated Kris Lee on his retirement and wished him the best.

Commissioner Wilson also congratulated Kris Lee on his retirement, and thanked Cub Scout Troop m 295 for coming, and in the future as they grow up hope they consider running for a Commission seat.

Mayor Hinds stated what a joy it was to meet with Cub Scout Troop 295. One of the things they talked about was citizenship and what it means to be a good citizen, and what their roll is in the community. They also talked about the importance of voting, and Mayor Hinds encouraged citizens to exercise their right to get out and vote in the upcoming primary election.

Mayor Hinds stated February is Black History Month, and there are some exciting things happening at Edison Community College and encouraged citizens to check out their website for more information.

Moved by Commissioner Martin, seconded by Commissioner Wilson, to adjourn from the Regular Commission Meeting at 7:55 P.M. Voice vote, Aye: Martin, Wilson, Terry, and Hinds. Nay, None.

\_\_\_\_\_  
KATHRYN B. HINDS, MAYOR

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

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

REBECCA J. COOL  
CLERK OF COMMISSION

**ORDINANCE NO. 1-16**

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

WHEREAS, pursuant to Piqua Charter Section 98, the City Commission adopted Resolution No. R-151-15 declaring its intent to vacate a portion of public right of way known as an alley located west of Ford Drive and south of Young Street, as shown in Exhibit "A" attached hereto; and,

WHEREAS, a notice of the declaration of intent to vacate the subject right of way was served to the abutting property owners and published in the local newspaper; and

WHEREAS, the notice of the declaration of intent stated the time and place at which objections could be presented before the Planning Commission; and

WHEREAS, the Planning Commission met in open session and took public comment regarding the proposed public right of way vacation; and

WHEREAS, the Planning Commission after hearing the item and considering the public comments and information provided, recommended approving the vacation of a portion public right of way known as an alley located west of Ford Drive and south of Young Street, as shown in Exhibit "A" attached hereto; and

WHEREAS, pursuant to Piqua Charter Section 98, vacation of public right of way must be adopted by Ordinance by this Commission.

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

SEC. 1: This Commission hereby takes the action necessary to authorize and approve the vacation of a portion public right of way known as an alley located west of Ford Drive and south of Young Street, as shown in Exhibit "A" attached hereto.

SEC. 2: The City Manager shall cause the affected portion of right of way to be vacated and all appropriate and necessary legal instruments supporting such action to be properly recorded.

SEC. 3: This Ordinance shall take precedent over all prior Ordinances or Resolutions pertaining to the affected portion of the subject public right of way.

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

1st Reading 2-2-2016  
2<sup>nd</sup> Reading 2-16-2016

KATHRYN B. HINDS, MAYOR

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

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

REBECCA J. COOL  
CLERK OF COMMISSION

RESOLUTION NO. R-151-15

A RESOLUTION OF INTENT TO VACATE  
PUBLIC RIGHT-OF-WAY

WHEREAS, pursuant to Piqua Charter Section 98, this Commission must adopt a resolution expressing its intention to vacate platted right-of-way located prior to such action being considered; and,

WHEREAS, a petition requesting the vacation of a portion of platted public right of way known as an alley located west of Ford Drive and south of Young Street, as shown in Exhibit "A" attached hereto, has been filed with the Clerk of Commission;

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

SEC. 1: This Commission hereby intends to vacate a portion of platted public right of way known as an alley located west of Ford Drive and south of Young Street, as shown on Exhibit "A" attached hereto. The City Manager or his duly authorized representative is hereby directed to cause notice of this Resolution to be served by certified mail upon all persons whose property abuts said tract. Said notice shall state the time and place at which objections can be heard by the Planning Commission.

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

  
LUCINDA L. FESS, MAYOR

PASSED: November 17 2015

ATTEST: Rebecca J. Cool  
REBECCA J. COOL  
CLERK OF COMMISSION

RESOLUTION No. PC 6-16

WHEREAS, William E Didier, Virginia Joetta Didier, owners of the adjacent parcel located in the City of Piqua, has submitted a request to vacate a portion of platted public right of way, known as the alley located between Ford Drive and Linden Avenue, as shown in the attached information, and,

WHEREAS, the City of Piqua City Commission has declared their intent to consider the vacation of the subject right of way and referred the item to the Planning Commission for study and a recommendation; and,

WHEREAS, section 98 of the Piqua Charter provides the procedure for considering a right of way vacation request; and,

WHEREAS, the Planning Commission has studied the request, conducted a public hearing on the matter, and has established as fact that the portion of public right of way proposed for vacation:

- Is unimproved and does not provide essential access to surrounding properties
- Is unoccupied by public utilities or other uses commonly located within public right of way
- Is not identified on any transportation plan indicating the right of way is or will be necessary
- Is not essential to any existing or future development or use of the surrounding properties

NOW THEREFORE BE IT RESOLVED, board member Mr. Spoltman hereby moves to approve the request, as described by this resolution, the testimony provided, and the documents attached hereto, the motion is seconded by board member Mr. Koenig, and the voting record on this motion is hereby recorded as follows.

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	AYE	NAY	ABSTAIN	ABSENT
Mr. Jim Oda	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ms. Cindy Pearson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mr. Stu Shear	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mr. Gary Koenig	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mr. Mark Spoltman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

# LOVETT & LOVETT

A LEGAL PROFESSIONAL ASSOCIATION

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Tipp City, Ohio 45371

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Dayton Office

10 West Monument Avenue, Suite 101  
Dayton, Ohio 45402

Springfield Office

2100 East High Street  
Springfield, Ohio 45504

October 22, 2015

Chris Schmiesing  
City of Piqua  
City Planner/Development Department  
201 West Water Street  
Piqua, Ohio 45356

Re: Application by Bill and Virginia Didier to vacate alley  
between Linden Avenue and Ford Drive

Dear Mr. Schmiesing:

Our office represents William and Virginia Didier in the above matter. Please find enclosed the application for vacation of public right of way, the \$100 filing fee, and maps from the Miami County Engineer of the area in question.

We have notified the property owners who own land on the north side of the portion of the alley we seek to vacate (see the enclosed letter). We have asked them to sign the application and return it to us. If we receive any such signatures, then we will forward them to you immediately. In the meantime, we wish to submit the enclosed application and proceed forthwith.

I would appreciate your communicating with us on all notices and mailings via our above Tipp City office. Please do not hesitate to contact me if you have questions or concerns. I look forward to working with you on this matter.

Sincerely,



George H. Lovett

GHL/lls  
Enclosures  
cc: Bill and Virginia Didier (w/o enclosures)

RECEIVED

OCT 30 2015

CITY OF PIQUA  
DEVELOPMENT OFFICE

CITY OF PIQUA, OHIO

APPLICATION FOR VACATION OF PUBLIC RIGHT-OF-WAY

- William E. Didier, Virginia Joetta Didier
- Applicant's Name c/o George H. Lovett, Esq. Phone # (937)667-8805  
Applicant's Address 208 Ford Drive, Piqua, Ohio 45356
  - Owner's Name William E. Didier & Virginia Joetta Didier Phone # (937) 667-8805
  - Type of legal interest held by applicant fee simple
  - Location of Public Right-Of-Way Vacation request Alley that runs between Ford and Linden Avenues that abuts the property owned by the Didiers at 208 Ford Drive. The portion of the alley for which vacation is sought is the far eastern edge of 921 Young Street, which is Parcel N44-014430 East along the alley to its point of termination on Ford Drive.
  - Describe the reason for the requested Vacation of Public Right-Of-Way  
The Didiers have owned the property abutting the unused portion of the alley since before 1988. They have mowed and taken care of it the whole time. Large trees are in it and an electrical box near Ford Drive. Last year some folks were going across the alley and into the Didiers' yard, sometimes while they were loud and rowdy. The Didiers would like to have ownership of their half of the unused alley so they can control these incursions onto their property.
  - Property owners adjacent to Right-Of-Way to be vacated.

NAME	ADDRESS	SIGNATURE
<u>Sharon J. Hohenstein</u>	<u>919 Young Street, Piqua, Ohio 45356</u>	<u>[Signature]</u>
<u>Katherine M. Lewis</u>	<u>917 Young Street, Piqua, Ohio 45356</u>	
<u>Robert Solomon</u>	<u>911 Young Street, Piqua, Ohio 45356</u>	
<u>Rebecca S. Solomon</u>	<u>911 Young Street, Piqua, Ohio 45356</u>	
<u>William E. Didier</u>	<u>208 Ford Drive, Piqua, Ohio 45356</u>	
<u>Virginia Joetta Didier</u>	<u>208 Ford Drive, Piqua, Ohio 45356</u>	

Signature of Applicant [Signature] Date 10/28/15

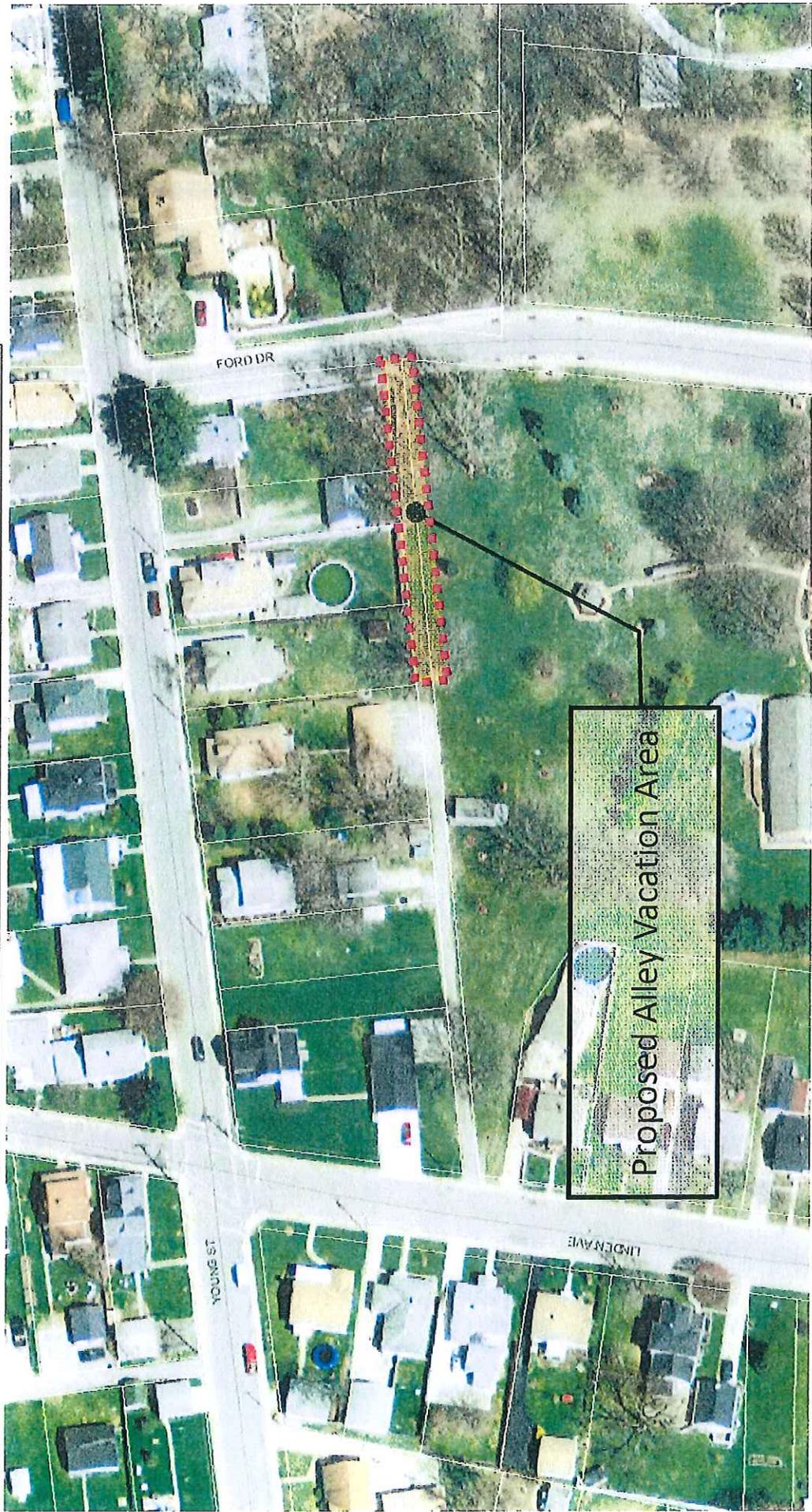
\*\*\*\*\*OFFICE USE ONLY\*\*\*\*\*

\$100.00 Fee Paid 100.00  
Receipt No. 215923

Date Fee Paid 11-4-15  
Res. No. \_\_\_\_\_

S.H

# ALLEY VACATION MAP



Proposed Alley Vacation Area

**ORDINANCE NO. 2 -16**

**AN ORDINANCE AMENDING CHAPTER 30, SECTION 30.15  
RULES OF CONDUCT FOR MEETINGS OF THE PIQUA MUNICIPAL CODE**

WHEREAS, the Commission desires to amend the format of the regular commission meetings.

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

SECTION 1. That the City of Piqua hereby amends Chapter 30 of the Piqua Municipal Code, Section 30.15 Rules of Conduct for Meetings as set forth below: (proposed language is underlined and language to be deleted is struck)

**CITY OFFICIALS**

**§ 30.01 CITY MANAGER; CERTAIN PURCHASES AND EXPENDITURES.**

- (A) The City Manager is authorized to direct the Director of Finance to draw his or her warrant upon the appropriate fund of the city treasury for the payment of sundry claims not exceeding \$2,500 per claim, and the City Manager is authorized to settle claims of the city against third persons not exceeding \$2,500. The City Manager may require evidence that the amount claimed is justly due and is in conformity with law. For the purpose of such settlements, the City Manager is authorized to sign and accept releases or other contracts of settlement.
- (B) The City Manager is authorized, at his or her discretion, to subscribe to trade magazines and newspapers, and to join various trade organizations on behalf of the city, providing that no individual membership and subscription shall exceed the sum of \$25,000 per annum without first obtaining the authorization of the City Commission.
- (C) The City Manager is authorized, at his or her discretion to direct the Director of Finance to draw his or her warrant upon the appropriate funds of the city treasury for the purchase of memorabilia, not exceeding \$200 per item, as gifts in recognition of public services rendered in the best interest of the city or in recognition of events or achievements relevant to the public health, safety and welfare of the citizens of the city.

**§ 30.02 DIRECTOR OF FINANCE.**

The Director of Finance shall have the following duties.

- (A) On or before March 31 annually, the Director of Finance shall prepare a financial report of the preceding fiscal year in such form as will comply with the requirements of the Bureau of Inspection and Supervision of Public Offices.
- (B) On or before April 30 annually, the Director of Finance shall publish an analysis of the aforesaid financial report and the summary of fund transactions in the newspaper published in the city.

- (C) The Director of Finance is authorized and directed to draw his or her warrant for individual memberships and subscriptions on the city treasury for any and all memberships and magazine subscriptions and newspaper subscriptions authorized by the City Manager pursuant to § 30.01(B).

§ 30.03 PURCHASING AGENT.

- (A) The Purchasing Agent of the city shall supervise all city storerooms and warehouses, and all storekeepers, stockkeepers and all persons employed in storerooms and warehouses. The Purchasing Agent shall have authority to increase or diminish the number of storerooms and warehouses with the approval in each case of the Director of Finance and of the City Manager.
- (B) He or she shall cause to be kept adequate stock records which shall at all times show the number or amount and the value of all items carried in each storeroom and warehouse, the receipt of all items by the storerooms and warehouses, the cost of all items, the issuance of all items by the storerooms and warehouses of the city departments and offices upon requisition therefor and the charge made thereupon.
- (C) At the end of each year, the Purchasing Agent shall cause an inventory to be taken of all items in the storerooms and warehouses of the city under his or her supervision, and shall compare the inventory with the stock records of the same day, and shall furnish copies thereof to the Director of Finance.

§ 30.04 DIRECTOR OF PUBLIC WORKS.

There is created the office of the Director of Public Works, having the administrative responsibility for the operation of street maintenance, and park maintenance. The Director of Public Works shall plan, supervise, and coordinate the above described responsibilities. The Director of Public Works shall be the City Manager or his designee.

§ 30.05 CHIEF OF POLICE.

- (A) The Chief of Police is designated as the "officer directly in charge of the police force" as prescribed in Charter section 66. The Chief of Police shall execute the duties currently being performed by the Chief of Police through that position's current job description as well as those duties imposed by ordinances of the City Commission and such further duties as may be prescribed by the City Manager. The Chief of Police shall have exclusive control of the stationing and transfer of all police officers and other officers and employees constituting the police force, under such rules and regulations as Chief of Police may establish with the approval of the City Manager. The police force shall be composed of a Chief of Police and such officers and other employees as may be provided for by ordinance or resolution of the City Commission.
- (B) The Chief of Police manages all police services and activities, under such rules and regulations as Chief of Police may establish with the approval of the City Manager. This includes but is not limited to administration, patrol, traffic, criminal investigations, narcotics investigation, crime prevention, records, and other support services.

- (C) The Chief of Police has the authority and responsibility for the fiscal management of the Police Department, under such rules and regulations as Chief of Police may establish with the approval of the City Manager. This includes but is not limited to managing the development and administration of the Police Department's budget; directing the forecasting of funds needed for staffing, equipment, materials, supplies; monitoring and approving expenditures; implementing budgetary adjustments as appropriate or necessary; monitoring, reviewing, and overseeing payroll submission; and managing the preparation of bid specifications for items requiring such bid specifications.

### **§ 30.15 RULES OF CONDUCT FOR MEETINGS.**

(A) When adopting a resolution or ordinance, the following procedures shall be followed in the order below:

(1) The heading of the proposed resolution or ordinance shall be read by the City Clerk;

(2) The City Manager, or appropriate department head, shall briefly explain the proposed ordinance or resolution. The City Manager may also request that a contractor, consultant or other representative address the Commission on behalf of the staff;

(3) The Commissioners shall have an opportunity to ask the department heads and City Manager questions regarding the ordinance or resolution. No public comment will be permitted during the Commissions' inquiries. For purposes of this section, public comment does not include any comment from an applicant or his designee whom requested the legislation. The applicant or his designee may request to address the Commission on the legislation being considered;

~~(4) The Mayor shall ask the public for comments or questions about the ordinance or resolution. Comments and questions regarding the ordinance or resolution shall be addressed to the Mayor and/or City Manager in a civil, respectful manner and shall be limited to a five minute period per person. The Mayor shall notify any person commenting on an ordinance or resolution as to when his five minute period for comments is about to expire. The person commenting can request additional time and it shall be within the Mayor's discretion to permit the person to comment longer than five minutes. No person shall be permitted to comment twice on the same resolution or ordinance at the same meeting;~~

~~(5) Finally, the Commission shall have its final debate and complete its deliberation on the ordinance or resolution. No comments from the public shall be permitted during said debate and/or deliberation.~~

(5) Should a public hearing be required by federal or state law on the legislation being considered, the public hearing shall be opened prior to the reading of the legislation and shall close prior to the final debate and deliberation by the Commission as stated in (A)(4) above. Any person speaking during public comment, including any staff or representative thereof, shall be sworn in prior to speaking by a Notary Public.

(B) When conducting open forum ~~at the end of the meeting~~, the following rules shall be followed:

(1) The open forum is for the purpose of the public presenting comments or questions on any topic. There will be no public debate on the comment or issue presented. All comments regarding a Commission agenda item by the public shall also be made during the open forum.

(2) Comments and questions by the public shall be addressed to the Commission, Mayor and/or City Manager in a civil, respectful manner and shall be limited to a five minute period per person. The Mayor shall notify any person commenting as to when his five-minute period for comments is about to expire. The person commenting can request additional time and it shall be within the Mayor's discretion to permit the person to comment longer. No person shall be permitted to comment twice in open forum at the same meeting;

~~(23)~~ Under no circumstances shall any member of the public address or ask questions, other than the City Manager, to city staff members. If appropriate, the City Manager may direct a city staff member to answer questions or respond to comments from the public.

(4) Public forum shall be held at the beginning of the regularly scheduled meeting as long as necessary as determined by the Mayor and which does not create an unreasonable delay to the business portion of the meeting.

(C) During the entire commission meeting, the following rules of conduct shall apply to any person attending the Commission meeting:

(1) Persons shall conduct themselves in a civil, respectful manner;

(2) No one shall express himself or herself in a manner that interrupts the orderly conduct of the meeting, for example, talking (other than when addressed by the Commission or City Manager), yelling, clapping, jeering or cheering;

(3) Any person violating any of the rules of conduct shall be warned by the Mayor to cease his or her violation of the rule. If said person fails to comply with the Mayor's request to cease his or her conduct, the Mayor shall direct the person to leave the city premises. Failure to leave the premises when directed to do so may result in criminal prosecution;

(4) If a person fails to cease commenting after his or her comment time has expired without extension, the public microphone shall be cut off, the television camera shall not focus upon the person, and the person will be asked by the Mayor to sit down. If the person fails to sit down, the Mayor shall direct the person to leave the city premises. Failure to leave the premises when directed to do so may result in criminal prosecution;

(5) At any time during open forum, if any Commissioner believes that the public comment session no longer serves the public's interest, he or she may make a motion to adjourn end the meeting public forum. If said motion is seconded, all public comments shall cease and the Mayor

shall direct the Clerk to call the roll to determine if the motion to adjourn shall pass. If the motion passes, the meeting public forum shall be adjourned end;

(6) These Rules of Conduct shall be posted at the entrance of the City Commission Chambers.

SECTION 2. All other sections of Chapter 30 of the Piqua Municipal Code not amended herein shall remain in effect as is.

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

**1<sup>st</sup> Reading 2-16-16**

\_\_\_\_\_  
KATHRYN B. HINDS, MAYOR

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

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

**ORDINANCE NO. 3 -16**

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

WHEREAS, American Legal Publishing Corporation of Cincinnati, Ohio, has completed the 2014 supplement to the Code of Ordinances of the City of Piqua, which supplement contains all ordinances of a general and permanent nature enacted since the prior supplement to the Code of Ordinances of this City of Piqua; and

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

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

WHEREAS, it is necessary to provide for the usual daily operation of the City of Piqua and for the immediate preservation of the public peace, health, safety and general welfare of the City of Piqua that this ordinance take effect immediately as the City Commission has already enacted all of the 2014 supplements.

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

SEC 1: That the 2014 supplements to the Code of Ordinances of the City of Piqua as submitted by American Legal Publishing Corporation of Cincinnati, Ohio, is hereby adopted by reference as is set out in its entirety.

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

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

KATHRYN B. HINDS, MAYOR

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

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

RESOLUTION NO. R-32-16

A RESOLUTION RETAINING THE SERVICES OF THE AUDITOR  
OF STATE FOR 2015 ANNUAL AUDIT OF THE  
CITY OF PIQUA

WHEREAS, pursuant to Section 117.11 of the Revised Code, the City of Piqua is required to have an annual audit for the fiscal period January 1, 2015 through December 31, 2015; and

WHEREAS, the Auditor of State will provide audit services for this period as outlined in the letter of arrangement (Exhibit A).

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 Auditor of State is hereby retained by the City of Piqua to complete the annual audit for the period January 1, 2015 through December 31, 2015.

SEC. 2: For such audit services, the Auditor of State shall be paid an amount not to exceed \$41,410;

SEC. 3: The Finance Director certifies funds are available and is hereby authorized to draw her warrant on the appropriate accounts of the city treasury in payment for said services rendered;

SEC. 4: It is found and determined that all formal actions of this Commission concerning and relating to the adoption of this resolution were adopted in an open meeting of this Commission, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements;

SEC. 5: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

\_\_\_\_\_  
KATHRYN B. HINDS, MAYOR

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

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



# Commission Agenda Item No. 5

## Staff Report

<b>MEETING DATE</b>	March 1, 2016		
<b>REPORT TITLE</b> <small>(Should match resolution/ordinance title)</small>	A resolution retaining the services of the Auditor of State for the 2015 annual audit of the City of Piqua		
<b>SUBMITTED BY</b>	Name & Title: Cynthia A. Holtzapple, Assistant City Manager		
	Department: Finance		
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
<b>APPROVALS/REVIEWS</b>	<input checked="" type="checkbox"/> City Manager		<input checked="" type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input type="checkbox"/> Department Director;		<input type="checkbox"/> Other:
<b>BACKGROUND</b> <small>(Includes description, background, and justification)</small>	<p>Annually the City of Piqua undergoes an audit of our financial statements. For the fiscal period of January 1, 2015 through December 31, 2015 the Auditor of State will be doing the audit.</p> <p>The summary of services they will provide is outlined in the attached letter of arrangement. The audit will start shortly and be completed on or before June 30, 2016 at a cost not to exceed \$41,410.</p>		
<b>BUDGETING AND FINANCIAL IMPACT</b> <small>(Includes project costs and funding sources)</small>	Budgeted \$:	\$41,410	
	Expenditure \$:	\$41,410	
	Source of Funds:	Various Funds	
	<b>Narrative:</b>	The 2016 Budget includes funds for our annual audit.	
<b>OPTIONS</b> <small>(Include Deny /Approval Option)</small>	1.	Approve Resolution No. R-32-16 authorizing the City of Piqua to retain services of the Auditor of State to provide auditing services for the 2015 audit.	
	2.	Do not approve Resolution No. R-32-16 and provide staff with further direction.	
<b>PROJECT TIMELINE</b>	The 2015 audit will begin shortly and continue thru early June.		
<b>STAFF RECOMMENDATION</b>	Approve Resolution No. R-32-16 authorizing the City of Piqua to retain the services of the Auditor of State to provide audit services for the year 2015.		
<b>ATTACHMENTS</b>	Letter of Arrangement		



# Dave Yost • Auditor of State

February 3, 2016

Cynthia Holtzapple, Finance Director  
City of Piqua  
201 West Water Street  
Piqua, Ohio 45356

This letter of arrangement between the City of Piqua (the City) and the Auditor of State describes the objective and scope of the services we will provide, the City's required involvement and assistance in support of our services, the related fee arrangements, and other terms and conditions designed to ensure that our professional services satisfy the City's audit requirements.

## Summary of Services

We will audit the City's basic financial statements as of and for the year ended December 31, 2015. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. The objective of an audit is to express our opinion concerning whether the basic financial statements present fairly, in all material respects, the City's financial position, changes in financial position, and cash flows (where applicable), in conformity with U.S. generally accepted accounting principles.

We expect to deliver our report on or about June 30, 2016.

We will audit to form an opinion on the basic financial statements. We will also opine on whether supplementary information is fairly presented, in all material respects, in relation to the basic financial statements taken as a whole.

We will apply certain limited procedures to required supplementary information. However, we will not opine or provide any assurance on this information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any other assurance.

We also will read the other information included in the introductory and statistical sections of the Comprehensive Annual Financial Report (CAFR) and consider whether this information, including the manner of its presentation, is materially consistent with information appearing in the financial section. However, we will not express an opinion or any other assurance on the introductory or statistical sections of the CAFR.

## Engagement Team

The engagement will be led by:

- \* Scott Bowser, Assistant Chief Auditor, who will be responsible for assuring the overall quality, value, and timeliness of our services to you;
- \* Matt Clum, Senior Audit Manager, who will be responsible for managing the delivery of our services to you; and
- \* Ronnie Fitchpatrick, CPA, Audit Manager, who will be responsible for on-site administration of our services to you.

## **The Auditing Process**

### Our Responsibilities:

The *Summary of Services* above describes our responsibilities for the City's basic statements and other financial information.

We will conduct our audit in accordance with U.S. generally accepted auditing standards (GAAS) and the Comptroller General of the United States' standards for financial audits included in *Government Auditing Standards*, the Single Audit Act Amendments of 1996, and *Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*. Those standards require that we plan and perform the audit to reasonably assure that the financial statements are free of material misstatement.

Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatement may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

We may limit certain procedures to selective testing of data. Therefore we might not detect material error and fraud if it exists. It is not cost-efficient to design procedures to detect immaterial error or immaterial fraud. Also, because of the characteristics of fraud, including attempts at concealment through collusion and forgery, a properly designed and executed audit may not detect a material fraud.

We will communicate all instances where we believe fraud *may* exist to you. These would include instances where we:

- Have persuasive evidence that fraud occurred.
- Determined fraud risks exist and were unable to obtain convincing evidence to determine that fraud was unlikely.

Similarly, noncompliance may have occurred. However, our audit provides no assurance that noncompliance generally will be detected and only reasonable assurance that we will detect noncompliance directly and materially affecting the determination of financial statement amounts. We will inform you regarding material error or noncompliance that come to our attention.

If we find indications of abuse, we will expand our tests to determine its financial statement effect. *Government Auditing Standards* defines *abuse* as behavior which while not necessarily a legal violation, is behavior a prudent person would deem improper or deficient. Because this determination is subjective, *Government Auditing Standards* does not expect auditors to provide reasonable assurance of detecting abuse.

If for any reason we are unable to complete the audit or are unable to form an opinion, we may disclaim an opinion on your financial statements. In this unlikely event, we will communicate the reason for disclaiming an opinion to you, and to those charged with governance, in writing.

### Your Responsibilities and Identification of the Applicable Reporting Framework:

We will audit assuming that management and those charged with governance acknowledge and understand they are responsible for:

1. Preparing the financial statements and other financial information, including related disclosures and selecting and applying accounting principles in accordance with accounting principles generally accepted in the United States of America.

2. Providing us with:
  - a. Access to all information of which management is aware that is relevant to preparing and fairly presenting the financial statements such as records, documentation, and other matters;
  - b. Additional information that we may request from management for the audit; and
  - c. Unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.
3. Inform us of events occurring or facts discovered subsequent to the date of the financial statements, of which management may become aware, that may affect the financial statements.
4. Preparing supplementary information (including the Schedule of Federal Awards Expenditures) in accordance with the applicable criteria.
  - a. Include our report on the supplementary information in any document that includes the supplementary information and that indicates that the auditor has reported on this supplementary information.
  - b. Present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by the City of the supplementary information and the auditor's report thereon.
5. Reporting fraud and noncompliance of which you are aware to us.
6. Making available to the auditor draft financial statements and any accompanying other information in time to allow the auditor to complete the audit in accordance with the proposed timeline.
7. Reviewing drafts of the audited financial statements, footnotes, any supplemental information, auditor's reports and any findings; and informing us of any edits you believe may be necessary.
8. Designing and implementing programs and controls to prevent and detect fraud.

***You should not rely on our audit as your primary means of detecting fraud.***

#### **Compliance with Laws and Regulations**

##### **Our Responsibilities**

As part of reasonably assuring whether the financial statements are free of material misstatement, we will test the City's compliance with certain provisions of laws, regulations, contracts, and grants if noncompliance might reasonably directly and materially affect the financial statements. However, except for major federal financial assistance programs, our objective is not to opine on overall compliance with these provisions.

*Your Responsibilities:*

Management and those charged with governance are responsible for:

1. Being knowledgeable of, and complying with, laws, regulations, contracts, and grants applicable to the City.
2. Identifying for us other financial audits, attestation engagements, performance audits, internal audits, reports from regulators or other studies related to the Organization (if any), and the corrective actions taken to address these audits' significant findings and recommendations.
3. Tracking the status of prior audit findings.
4. Taking timely and appropriate steps to remedy fraud, noncompliance, violations of provisions of laws, regulations, contracts or grant agreements, or abuse we may report.
5. Providing your views and planned corrective action on audit findings we may report.

**Internal Control**

*Our Responsibilities:*

As a part of our audit, we will obtain an understanding of your City and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses.

In assessing risk, we consider internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of opining on the effectiveness of the City's internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

*Your Responsibilities:*

Design, implement and maintain internal control relevant to compliance and the preparing and fairly presenting financial statements that are free from material misstatement, whether due to fraud or error. Appropriate supervisory reviews are necessary to reasonably assure that adopted policies and prescribed procedures are followed.

*Your Responsibility for Service Organizations:*

Service organizations are entities to which you have outsourced accounting functions. Service organizations process transactions reflected in your City's financial statements, and therefore fall within the scope of our audit. While service organizations are responsible for establishing and maintaining their internal control, you are responsible for being aware of the service organizations your City uses, and for establishing controls to monitor the service organization's performance. Because the complexity of service organization transaction processing can vary considerably, your monitoring activities can vary accordingly.

When transaction processing is complex and the volume of transactions is relatively high, obtaining and reviewing a service organization auditor's *Independent Service Auditor's Report on Management's Description of a Service Organization's System and the Suitability of the Design and Operating Effectiveness of Controls Report* (Type 2 Service Organization Control Report (SOC 1)) may be the most effective method of meeting your responsibility to monitor a service organization, and may also be the only efficient means by which we can obtain sufficient evidence regarding their internal controls. AT Section 801, *Reporting on Controls at a Service Organization* (SSAE No. 16) discusses the aforementioned report. (In some circumstances, we can accept a suitably-designed agreed-upon procedures report (AUP) in lieu of a SSAE No. 16 report.) Our staff can discuss SSAE No. 16 and possible monitoring controls you might use with you.

***You are responsible for informing our staff of the service organizations your City uses, and for monitoring these service organizations' performance.***

Service organizations of which we are aware are:

- McKesson (formerly Med 3000), which processes your City's emergency medical service billings.
- Miami County, which assesses, bills, collects and remits your City's property taxes.

Please confirm to us that, to the best of your knowledge, the above listing is complete.

We believe the complexity of processing and volume of transactions warrant a SSAE No. 16 (or AUP) report for the above listed service organizations.

Without an acceptable SSAE No. 16 or AUP report for the above-listed organizations, generally accepted auditing standards may require us to qualify our opinion on your City's financial statements due to an insufficiency of audit evidence regarding service organization transactions included in your City's financial statements. You are responsible for communicating the need for a SSAE No. 16 or AUP report to these service organizations, and also for communicating the deadline for which we need the report to meet your reporting deadline. We will require the reports by approximately May 31, 2016 to meet your reporting deadline of June 30, 2016.

Because the Auditor of State contracts for the audit engagement for Miami County, you need not contact us regarding your deadline. However, you should read the most recent Miami County report as part of your monitoring activities.

#### **Additional Responsibilities and Reporting Under the Uniform Guidance**

##### **Our Responsibilities:**

For grant funding subject to the Uniform Guidance, as the Guidance requires, we will test controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to opine on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

Additionally, the Uniform Guidance requires that we also plan and perform the audit to reasonably assure whether the auditee has complied with applicable federal statutes, regulations, and terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB *Compliance Supplement* for the types of compliance requirements that could directly and materially affect each of your major programs.

In accordance with the Uniform Guidance, we will prepare the following report:

*Independent Auditor's Report on Compliance for the Major Federal Program and on Internal Control Over Compliance Required by the Uniform Guidance.*

Our report on compliance will include our opinion on compliance with major federal financial assistance programs and also describe instances of noncompliance with Federal requirements we detect that require reporting per the Uniform Guidance. This report will also describe any significant deficiencies and/or material weaknesses we identify relating to controls used to administer Federal award programs. However, this report will not opine on internal control used to administer Federal award programs.

We are also responsible for completing certain parts of OMB Form SF-SAC (the Data Collection Form).

*Your Responsibilities:*

You are responsible for identifying federal statutes, regulations and the terms and conditions relating to Federal award programs, and for complying with them. You are responsible for compiling the Schedule of Federal Awards Expenditures and accompanying notes.

For grant funding subject to the Uniform Guidance, you are required to establish and maintain effective internal controls to reasonably assure compliance with federal statutes, regulations and terms and conditions of federal awards and controls relating to preparing the Schedule of Federal Awards Expenditures. Additionally, you are responsible for evaluating and monitoring noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; taking prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly following up and taking corrective action on reported audit findings; and for preparing a summary of schedule of prior audit findings and a separate corrective action plan.

You are responsible for informing us of significant subrecipient relationships and contractor relationships (previously known as vendor relationships), when the contractor has responsibility for program compliance and for the accuracy and completeness of that information

You are responsible for completing your City's Data Collection Form and assuring the reporting package (including the Data Collection Form) is filed in accordance with the electronic submission requirements.

You are responsible for providing electronic files that are unlocked, unencrypted and in an 85% text searchable PDF format for your City's single audit submission of the reporting package to the Federal Audit Clearinghouse.

**Representations from Management**

*Your Responsibilities*

Upon concluding our engagement, management and, when appropriate, those charged with governance will provide to us written representations about the audit that, among other things, will confirm, to the best of their knowledge and belief:

- Management's responsibility for preparing the financial statements in conformity with generally accepted accounting principles, and the Schedule of Federal Awards Expenditures in accordance with the Uniform Guidance
- The availability of original financial records and related data, the completeness and availability of all minutes of the legislative or other bodies and committee meetings;
- Management's responsibility for the City's compliance with laws and regulations;
- The identification and disclosure to the auditor of all laws, regulations, and provisions of contracts and grant agreements directly and materially affecting the determination of financial statement amounts and;
- The absence of fraud involving management or employees with significant roles in internal control.

Additionally, we will request representations, as applicable, regarding:

- The inclusion of all components, and the disclosure of all joint ventures and other related organizations;
- The proper classification of funds, net position and fund balances;
- The proper approval of reserves of fund equity;
- Compliance with laws, regulations, and provisions of contracts and grant agreements, including budget laws or ordinances; compliance with any tax or debt limits, and any debt covenants;
- Representations relative to GASB-required supplementary information;
- The identification of all federal assistance programs, and compliance with grant requirements.
- Events occurring subsequent to the fiscal year end requiring adjustment to or disclosure in the financial statements or Schedule of Federal Awards Expenditures.

Management is responsible for adjusting the financial statements to correct misstatements we may detect during our audit and for affirming to us in the representation letter that the effects of any uncorrected misstatements we aggregate during our engagement and pertaining to the latest period the statements present are immaterial, both individually and in the aggregate, to the opinion units. (*Financial statements include the related footnotes and required and other supplemental information*).

### **Communication**

#### **Our Responsibilities**

As part of this engagement the Auditor of State will communicate certain additional matters (if applicable) to the appropriate members of management and to those charged with governance. These matters include:

- The initial selection of and changes in significant accounting policies and their application;
- The process management uses to formulate particularly sensitive accounting estimates and the basis for their conclusions regarding the reasonableness of those estimates;
- Audit adjustments, whether posted or waived;
- Any disagreements with management, whether or not satisfactorily resolved, about matters that individually or in the aggregate could be significant to the financial statements or our opinion;
- Our views about matters that were the subject of management's consultation with other accountants about auditing and accounting matters;
- Major issues that were discussed with management related to retaining our services, including, among other matters, any discussions regarding the application of accounting principles and auditing standards; and
- Serious difficulties we encountered in dealing with management during the audit.

We will present those charged with governance our Summary of Unadjusted Differences (if any) at the conclusion of our audit.

#### **Terms and Conditions Supporting Fee**

As a result of our planning process, the City and the Auditor of State have agreed to an approach designed to meet the City's objectives for an agreed-upon fee, subject to the following conditions.

##### Our Responsibilities:

In providing our services, we will consult with the City regarding matters of accounting, financial reporting or other significant business issues. Accordingly, our fee includes estimated time necessary for this consultation. Circumstances may require the Auditor of State to confirm balances with your financial institution resulting in additional nominal charges which will not require an amendment to this agreement. However, should a matter require research, consultation or audit work beyond this estimate, the Auditor of State and the City will agree to an appropriate revision in services and fee. These revisions will also be set forth in the form of the attached *Amendment to Letter of Arrangement*.

##### Your Responsibilities:

The City will provide in a timely manner all financial records and related information to us, an initial list of which has been furnished to you, including timely communication of all significant accounting and financial reporting matters, as well as working space and clerical assistance as mutually agreed upon and as is normal and reasonable in the circumstances. When and if for any reason the City is unable to provide these schedules, information and assistance, the Auditor of State and the City will mutually revise the fee to reflect additional services, if any, we require to achieve these objectives. These revisions will be set forth in the form of the attached *Amendment to Letter of Arrangement*.

##### Confidential Information:

You should make every attempt to minimize or eliminate the transmission of personal information to the Auditor of State (AOS). All documents you provide to the AOS in connection with our services including financial records and reports, payroll records, employee rosters, health and medical records, tax records, etc. should be redacted of any personal information. Personal information includes social security numbers, date of birth, drivers' license numbers or financial institution account numbers associated with an individual. The public office should redact all personal information from electronic records before they are transmitted to the AOS. This information should be fully blacked out in all paper documents prior to sending to the AOS. If personal information cannot be redacted from any records or documents; the public office must identify these records to the AOS.

If redacting this personal information compromises the audit or the ability to prepare financial statements, the public office and the AOS will consider these exceptions on a case-by-case basis. Additionally, if redacting this information creates a hardship on the public office in terms of resources, recordkeeping or other issues, the public office and the AOS may collaborate on alternative methods of providing the public office's data to the AOS without compromising the personal information of individuals served by the public office. The AOS is willing to work with the public office and it is our intent to greatly reduce the amount of personal information submitted to the AOS for audit or financial statement preparation purposes. It is important that the public office review internal policies to find ways to eliminate as much personal information from financial records as possible by substituting non-personal information (i.e., change social security numbers to employee identification numbers).

##### **Fee**

Except for any changes in fees and expenses which may result from the circumstances described above, we expect our fees and expenses for our audit services will not exceed \$41,410.

Pursuant to Ohio Rev. Code Section 117.13, you may charge all of this audit's cost to the general fund or you may allocate the cost among the general fund and other eligible funds in accordance with Auditor of State Bulletin 2009-011.

#### **Reporting**

We will issue a written report upon completing our audit of your financial statements. We will address our report to those charged with governance. We cannot assure you that we will issue an unmodified opinion. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter paragraph(s), or withdraw from the engagement.

Upon completing our audit, we will also issue a written report in accordance with *Government Auditing Standards* on internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters.

#### **Access to Our Reports and Working Papers**

AU-C 905—*Alert That Restricts the Use of the Auditor's Written Communication* requires our reports to disclose the following:

##### *Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Required by Government Auditing Standards:*

This report describes only the scope of our tests of internal control over financial reporting and on compliance and other matters and the results of these tests, and does not opine on the effectiveness of the City's internal control over financial reporting or on compliance or other matters. This report is an integral part of an audit performed under *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance. Accordingly, this report is not suitable for any other purpose.

##### *Independent Auditor's Report on Compliance for the Major Federal Program and on Internal Control Over Compliance Required by the Uniform Guidance:*

This report only describes the scope of our tests of internal control over compliance and the results of these tests based on Single Audit requirements. Accordingly, this report is not suitable for any other purpose.

AU-C 905 requires us to include this restrictive language in our reports due to concerns that other readers may not fully understand the purpose of the report, the nature of the procedures applied in its preparation, the basis or assumptions used in its preparation, the extent to which the procedures performed are generally known or understood, and the potential for the report to be misunderstood, when taken out of the context for which it was intended.

However, under Revised Code Section 117.26, an audit report becomes a public record under Section 149.43, Revised Code, when we file copies of the report with the public officers enumerated in the Revised Code. When we file the reports, our working papers become available to the public upon request, subject to information protected for criminal investigations, by attorney-client privilege or by local, state or federal law. AU-C 905 does not affect public access to our reports or working papers.

Under generally accepted auditing standards, we must retain working papers for five years after the release date of our opinion. However, AOS policy requires we retain working papers for seven years or longer, as needed.

**Peer Review Report**

As required by *Government Auditing Standards*, we have attached a copy of our most recent external quality control review report (Peer Review). Audit organizations can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. The Auditor of State received a peer review rating of *pass*.

Please sign and return this letter to indicate your acknowledgement of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities. If you have any questions, please call Senior Audit Manager Matt Clum at (937) 285 – 6036.

Very truly yours,

Dave Yost  
Auditor of State of Ohio



Scott Bowser, Assistant Chief Auditor

Attachment

cc: City Commissioners  
Mayor  
City Manager

\_\_\_\_\_  
ACCEPTED BY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

**2CFR Part 200 REPORTING PACKAGE**

2CFR Part 200 Ref.	Item	Responsibility	
		Auditee	Auditor
.508(b); .510(a)	Financial Statements	✓	
.515(a)	Report (opinion) on financial statements		✓
.300 (d); .310 (b).508(b); .510(b)	Schedule of Federal Awards Expenditures	✓	
.515(a)	Report ("in-relation-to" opinion) on Schedule of Federal Awards Expenditures		✓
.515(b)	Report on Compliance and Internal Controls - Financial Statements		✓
.515(c)	Report on Compliance and Internal Controls - (Major) Federal Awards		✓
.515(d)	Schedule of Findings and Questioned Costs <sup>1</sup>		✓
.508(c); .511(a),(b)	Schedule of Prior Audit Findings <sup>4</sup>	✓	
.512(a), (b)	Data Collection Form <sup>2</sup>	✓	✓
.511(c)	Corrective Action Plan <sup>3</sup>	✓	

<sup>1</sup> Required in all cases

<sup>2</sup> You may only submit the reporting package and Data Collection Form electronically. The reporting package will be uploaded and submitted along with the Data Collection Form. The Federal Audit Clearinghouse will distribute the required reporting packages to the Federal agencies per Section \_\_.512(d) of the Uniform Guidance , if the audit requires distribution to a Federal-funding agency. Complete the auditee certification process and submit the single audit reporting package and the Data Collection Form electronically to the Federal Audit Clearinghouse within the earlier of 30 days after receipt of our reports or nine months after the end of the audit period.

<sup>3</sup> Required for any GAGAS level or UG findings

**RESOLUTION NO. R-33-16**

**A RESOLUTION AUTHORIZING A PURCHASE  
ORDER TO STATEWIDE FORD FOR THE  
PURCHASE OF THREE FORD POLICE  
INTERCEPTOR UTILITY VEHICLES AND ONE FORD  
POLICE INTERCEPTOR SEDAN**

WHEREAS, the City of Piqua Police Department requires the purchase of specialized police vehicles to fulfill their duties to the citizens of the City of Piqua, and;

WHEREAS, the City of Piqua has budgeted for replacement of Police cruisers, and;

WHEREAS, the Piqua Police Department has determined to use State Bid Contract #RS900616 (9/30/2016) for the purchase of three new Ford Police Interceptor Utility and one new Ford Police Sedan Vehicles;

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 Statewide Ford, Van Wert, Ohio, for Ford Police Patrol Vehicles not to exceed \$101,857.50.

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.

\_\_\_\_\_  
KATHRYN B. HINDS, MAYOR

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

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



# Commission Agenda Staff Report

<b>MEETING DATE</b>	March 1, 2016		
<b>REPORT TITLE</b> (Should match resolution/ordinance title)	Two resolutions authorizing purchase orders for three marked Police cruisers and one unmarked Police vehicle; and for the purchase and installation of specialized equipment in Police vehicles.		
<b>SUBMITTED BY</b>	Name & Title: Thomas M. Steiner, Deputy Chief of Police		
	Department: Police		
<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> (Includes description, background, and justification)	<p>In the Fall of 2013, the Piqua Police Department started a strategic fleet replacement plan, by purchasing two Ford Police Utility vehicles to replace our two 2005 Ford Expeditions used by supervisors. We were very pleased with the performance and functionality of these models and decided to use them for routine patrol duties beyond patrol supervisors. Many other agencies have made the same decision. As such an additional three units were purchased each year in 2014 and 2015. The addition of three more units in 2016 will continue this planned replacement.</p> <p>Also in 2015 we purchased one unmarked Ford Police Sedan to replace one of our 2003 Ford Taurus vehicles. The sedan uses the same platform as the utility vehicles so there is some commonality of parts, including spare tires. Using the heavier duty police model is anticipated to help these vehicles last for several years.</p> <p>All four vehicles are being purchased using state bid contract #RS900616 (9/30/16) through Statewide Ford. The total base price for the three Utility vehicles is \$76,287.00 (\$25,429.00 each) with as additional \$1,677.00 in options for a total of \$77,964.00. The total base price for the Sedan is \$22,646 with \$1,247.50 in options for a total of \$23,893.50. The total cost for all four vehicles with options is \$101,857.50.</p> <p>An open bid (IFB #1604) was put out for up-fitting the vehicles in a substantially similar manner as the previous year's equipment up-fit. KE Rose submitted the lowest bid at \$29,177.50. The Police Department has been very satisfied with the workmanship and service provided by KE Rose on previous vehicles and would recommend awarding this bid to KE Rose.</p>		

<b>BUDGETING AND FINANCIAL IMPACT</b> (Includes project costs and funding sources)	Budgeted \$:	\$103,720 + \$41,820 = \$145,540.00
	Expenditure \$:	\$101,857.50 + \$29,177.50 = \$131,035
	Source of Funds:	106-014-821-8805 Rolling Stock 106-014-821-7168 Cruiser Change-Over
	<b>Narrative:</b>	Purchase of new vehicles under warranty will decrease maintenance costs under Operating expenses.  When Ford quit producing the CVPI in 2011, it limited the ability to move much of the necessary aftermarket equipment from one vehicle to another. Lightbars and other electronics in specific will fail over time and need costly repairs, which may be minimized by purchasing new units under warranty. Purchasing of new equipment for new vehicles and showing it as a budget resolution allows us to accurately reflect the actual costs of new vehicles. Replacing equipment over time with new vehicles allows upgrades to occur over time and not all at once. The gradual replacement spreads cost out over time instead of large budget items all in one year. The equipment ordinance includes a "not-to-exceed" amount 10% over the planned purchase order amount to handle minor, unexpected costs. Even with this amount we are well under the budgeted amount.
<b>OPTIONS</b> (Include Deny /Approval Option)	1.	Approve the resolution to replace to four old police vehicles and specialized equipment with new.
	2.	Deny the resolution, delaying implementation of the long-term fleet replacement program.
<b>PROJECT TIMELINE</b>	Vehicles would be ordered within days of the passage of the resolution. State Bid calls for delivery within 120 days, but typically delivery has been 60 days or so. After delivery, another four to six weeks are necessary for after-market up-fitting. The after- market equipment would be ordered at the same time and available on delivery of the vehicles.	
<b>STAFF RECOMMENDATION</b>	Approve the expenditure by passing this resolution.	
<b>ATTACHMENTS</b>	Applicable pages from State of Ohio DAS contract for Law Enforcement Vehicles. Applicable quotes from Statewide Ford IFB #1604 Bid Tabulation Sheet	





RESOLUTION NO. R-34-16

**A RESOLUTION AUTHORIZING A PURCHASE  
ORDER TO THE KE ROSE COMPANY FOR  
PURCHASE AND INSTALLATION OF SPECIALIZED  
EQUIPMENT IN POLICE VEHICLES**

WHEREAS, the City of Piqua Police Department requires the purchase and installation of specialized police vehicle equipment to fulfill their duties to the citizens of the City of Piqua, and;

WHEREAS, the City of Piqua has budgeted for replacement of Police vehicle equipment, and;

WHEREAS, the Piqua Police Department has determined for reasons of standardization and according to open bid IFB #1604 to use the KE Rose Company for the purchase, transfer and installation of Police vehicle equipment pursuant to PCO 34.19(C);

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 the KE Rose Company, Huber Heights, Ohio, for purchase, transfer and installation of Police vehicle equipment not to exceed \$32,095.25.

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.

\_\_\_\_\_  
KATHRYN B. HINDS, MAYOR

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

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



# Commission Agenda Staff Report

<b>MEETING DATE</b>	March 1, 2016		
<b>REPORT TITLE</b> (Should match resolution/ordinance title)	Two resolutions authorizing purchase orders for three marked Police cruisers and one unmarked Police vehicle; and for the purchase and installation of specialized equipment in Police vehicles.		
<b>SUBMITTED BY</b>	Name & Title: Thomas M. Steiner, Deputy Chief of Police Department: Police		
<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> (Includes description, background, and justification)	<p>In the Fall of 2013, the Piqua Police Department started a strategic fleet replacement plan, by purchasing two Ford Police Utility vehicles to replace our two 2005 Ford Expeditions used by supervisors. We were very pleased with the performance and functionality of these models and decided to use them for routine patrol duties beyond patrol supervisors. Many other agencies have made the same decision. As such an additional three units were purchased each year in 2014 and 2015. The addition of three more units in 2016 will continue this planned replacement.</p> <p>Also in 2015 we purchased one unmarked Ford Police Sedan to replace one of our 2003 Ford Taurus vehicles. The sedan uses the same platform as the utility vehicles so there is some commonality of parts, including spare tires. Using the heavier duty police model is anticipated to help these vehicles last for several years.</p> <p>All four vehicles are being purchased using state bid contract #RS900616 (9/30/16) through Statewide Ford. The total base price for the three Utility vehicles is \$76,287.00 (\$25,429.00 each) with as additional \$1,677.00 in options for a total of \$77,964.00. The total base price for the Sedan is \$22,646 with \$1,247.50 in options for a total of \$23,893.50. The total cost for all four vehicles with options is \$101,857.50.</p> <p>An open bid (IFB #1604) was put out for up-fitting the vehicles in a substantially similar manner as the previous year's equipment up-fit. KE Rose submitted the lowest bid at \$29,177.50. The Police Department has been very satisfied with the workmanship and service provided by KE Rose on previous vehicles and would recommend awarding this bid to KE Rose.</p>		

<b>BUDGETING AND FINANCIAL IMPACT</b> (Includes project costs and funding sources)	Budgeted \$:	\$103,720 + \$41,820 = \$145,540.00
	Expenditure \$:	\$101,857.50 + \$29,177.50 = \$131,035
	Source of Funds:	106-014-821-8805 Rolling Stock 106-014-821-7168 Cruiser Change-Over
	<b>Narrative:</b>	Purchase of new vehicles under warranty will decrease maintenance costs under Operating expenses.  When Ford quit producing the CVPI in 2011, it limited the ability to move much of the necessary aftermarket equipment from one vehicle to another. Lightbars and other electronics in specific will fail over time and need costly repairs, which may be minimized by purchasing new units under warranty. Purchasing of new equipment for new vehicles and showing it as a budget resolution allows us to accurately reflect the actual costs of new vehicles. Replacing equipment over time with new vehicles allows upgrades to occur over time and not all at once. The gradual replacement spreads cost out over time instead of large budget items all in one year. The equipment ordinance includes a "not-to-exceed" amount 10% over the planned purchase order amount to handle minor, unexpected costs. Even with this amount we are well under the budgeted amount.
<b>OPTIONS</b> (Include Deny /Approval Option)	1.	Approve the resolution to replace to four old police vehicles and specialized equipment with new.
	2.	Deny the resolution, delaying implementation of the long-term fleet replacement program.
<b>PROJECT TIMELINE</b>	Vehicles would be ordered within days of the passage of the resolution. State Bid calls for delivery within 120 days, but typically delivery has been 60 days or so. After delivery, another four to six weeks are necessary for after-market up-fitting. The after- market equipment would be ordered at the same time and available on delivery of the vehicles.	
<b>STAFF RECOMMENDATION</b>	Approve the expenditure by passing this resolution.	
<b>ATTACHMENTS</b>	Applicable pages from State of Ohio DAS contract for Law Enforcement Vehicles. Applicable quotes from Statewide Ford IFB #1604 Bid Tabulation Sheet	

Police Upfitting Bid #1604							
Opened 2/5/16 at 2:00 p.m.							
				K.E. Rose Co.		Parr Public Safety Equipment	
				Huber Heights, OH		Plain City, OH	
DESCRIPTION	ITEM #	Quantity	EACH	TOTAL (3 CARS)	Quantity	EACH	TOTAL (3 CARS)
<b>BELOW FOR 3 MARKED 2016 FORD POLICE INTERCEPTOR UTILITY</b>							
Whelen (or similar) LED Modules for front corner headlights	W10NC	3	\$ 192.00	\$ 576.00	3	\$ 187.00	\$ 561.00
Hiway (non-twist lock) dual color LEDs for reverse lights. (Driver-Red/White, Passenger-Blue/White)		3	\$ 140.00	\$ 420.00	3	\$ 138.00	\$ 414.00
Flush surface mount LED flashers for inside rear hatch face with mercury switch (Driver-Red, Passenger-Blue)		3	\$ 90.00	\$ 270.00	3	\$ 212.00	\$ 636.00
Whelen (or similar) red/white dome light for rear cargo with mercury switch.	3SRCCDCR	3	\$ 59.00	\$ 177.00	3	\$ 70.00	\$ 210.00
Setina aluminum PB450 Push Bumper with front facing tri-color (red/white/blue) LED, wire for steady burn with take-downs.	BK20421TU12	3	\$ 630.00	\$ 1,890.00	3	\$ 599.00	\$ 1,797.00
Setina steel window guards	WK0514TU12	3	\$ 155.00	\$ 465.00	3	\$ 169.00	\$ 507.00
Setina Transport system includes 10 VS-XL front sliding plexiglass window, rear passenger full TPO seat cover for stock belts, 12VS full rear wire mesh cargo barrier	10 VS-XL; QK04891TU12; PK01231TU122ND 12VS	3	\$ 1,345.00	\$ 4,035.00	3	\$ 1,490.00	\$ 4,470.00
Setina TPO door panels. Cover existing vector door panels, pull latch and storage well.	DK01001TU12	3	\$ 172.50	\$ 517.50	3	\$ 194.00	\$ 582.00
Setina dual vertical gun rack with dual T-rail backplate. Small lock for shotgun and universal lock for rifle.	GK10301SUHKSSCA	3	\$ 305.00	\$ 915.00	3	\$ 316.00	\$ 948.00
Federal 50" Valor lightbar package, 2 color, SSP200B-200 Platinum 200 watt siren system and 1 ES100 siren speaker for push bumper mounting.		3	\$ 2,975.00	\$ 8,925.00	3	\$ 3,449.00	\$ 10,347.00
Second ES 100 100 watt speaker, push bumper mount.		3	\$ 185.00	\$ 555.00	3	\$ 225.00	\$ 675.00
Lund tactical console to include faceplate brackets and filler panels (Harris M7100 radio)	VH-FP1-UM9	3	\$ 406.00	\$ 1,218.00	3	\$ 265.00	\$ 795.00
Bracket for Federal Smart Siren	3250-L-FP	3		Included	3	\$ 25.00	\$ 75.00
Lund armrest	HD-ARM-VP	3		Included	3	\$ 125.00	\$ 375.00
Lund cup holder	CHB-2-EN	3		Included	3	\$ 34.00	\$ 102.00
Magnet Mic microphone brackets (2 per vehicle)		3	\$ 60.00	\$ 180.00	3	\$ 62.00	\$ 186.00
Lund 9" telescoping swing arm with tilt/swivel	ARM-TELS 7160-0220 / TS-1	3	\$ 210.00	\$ 630.00	3	\$ 270.00	\$ 810.00
Minimum of 3 - 12v power ports		3	\$ 23.00	\$ 69.00	3	\$ 41.00	\$ 123.00
Electronic cover plate to protect items mounted on back of barrier		3	\$ 100.00	\$ 300.00	3	\$ 40.00	\$ 120.00
Power distribution module	PDU42W	3	\$ 205.00	\$ 615.00	3	\$ 225.00	\$ 675.00
Laird 800 low profile radio antenna		3	\$ 50.00	\$ 150.00	3	\$ 75.00	\$ 225.00
Shipping and handling for all items				\$ 600.00			Included
Shop material for installation		3	\$ 150.00	\$ 450.00	3	\$ 50.00	\$ 150.00
							\$ 0.00
The following will be removed by vendor from 3 old marked vehicles for reuse and install in new vehicles: Watchguard DV-1 in car camera systems; Harris M7100 mobile radios; MPH radar systems with dual antenna; Docking stations and Panasonic laptops; GPS; Maglight chargers, driver's license readers.							
The following will be provided by Pluka PD for installation in 3 marked vehicles: Watchguard DV-1 Brackets; Tremco anti-theft devices; 7 port powered USB hubs.							
		3	\$ 75.00	\$ 225.00			Included
Labor for installation of listed equipment		3	\$ 1,600.00	\$ 4,800.00	3	\$ 1,900.00	\$ 5,700.00
Labor to remove items from existing cruiser(s)		3	\$ 180.00	\$ 540.00	3	\$ 250.00	\$ 750.00
<b>Exhibit B</b>							
<b>BELOW FOR ONE UNMARKED 2016 FORD POLICE INTERCEPTOR SEDAN</b>							
Lund armrest	HD-ARM-9	1	\$ 120.00	\$ 120.00	1	\$ 125.00	\$ 125.00
Jotto dual external mount cup holder	425-6205	1	\$ 50.00	\$ 50.00	1	\$ 46.50	\$ 46.50
Laird 800 low profile radio antenna		1	\$ 50.00	\$ 50.00	1	\$ 75.00	\$ 75.00
Magnetic mic mount (1)		1	\$ 30.00	\$ 30.00	1	\$ 31.00	\$ 31.00
The following will be removed by vendor from one old unmarked vehicle: Harris M7100 mobile radio							
Shipping and handling for all items				\$ 15.00			
Shop material for installation				\$ 30.00			\$ 15.00
Labor to remove items from existing unmarked vehicle.				\$ 60.00			\$ 65.00
Labor for installation of listed equipment				\$ 300.00			\$ 195.00
<b>GRAND TOTAL</b>				<b>\$ 29,177.50</b>			<b>\$ 31,785.50</b>

**RESOLUTION NO. R-35-16**

**A RESOLUTION AUTHORIZING A PURCHASE ORDER  
TO PALMER TRUCKS FOR THE PURCHASE  
OF A REFUSE PACKER TRUCK**

WHEREAS, the present operations of the City require the purchase of a Refuse packer truck for the Sanitation Department; and

WHEREAS, on January 5, 2016, the Commission passed Resolution No. R-5-16 authorizing the City Purchasing Analyst to advertise for bids, according to law, for a refuse packer truck for the Sanitation Department;

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

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

SEC. 1: A purchase order is hereby authorized to Palmer Trucks, for the purchase of a refuse packer truck not to exceed \$125,000.

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.

\_\_\_\_\_  
KATHRYN B. HINDS, MAYOR

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

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

REBECCA J. COOL  
CLERK OF COMMISSION



# Commission Agenda Staff Report

<b>MEETING DATE</b>	March 1, 2016		
<b>REPORT TITLE</b> (Should match resolution/ordinance title)	A resolution authorizing a purchase order to Palmer Trucks Co. for the purchase of a refuse packer truck.		
<b>SUBMITTED BY</b>	Name & Title: Amy Welker, 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)	The Sanitation Department utilizes a fleet of trucks to perform the daily functions of the department. This is a routine replacement of the oldest truck in the fleet, a 2004 Sterling Actera with 93,000 miles. This truck was determined to best suit the needs of the department.		
<b>BUDGETING AND FINANCIAL IMPACT</b> (Includes project costs and funding sources)	Budgeted \$:	140,000	
	Expenditure \$:	125,000	
	Source of Funds:	Reserve	
	<b>Narrative:</b>	The sanitation department will purchase this vehicle using reserve funds which was included in the 2016 budget.	
<b>OPTIONS</b> (Include Deny /Approval Option)	1.	Approve purchase of the refuse truck	
	2.	Deny purchase of the truck and provide further instruction.	
	3.		
	4.		
<b>PROJECT TIMELINE</b>	Truck approximate delivery in 170 days.		
<b>STAFF RECOMMENDATION</b>	Approval of the purchase of the refuse truck.		
<b>ATTACHMENTS</b>	Bid Tabulation sheet		

Bid Opening IFB #1605 Packer Truck  
 Opened on 2/5/16 at 2:00 p.m.

Item #1 - Truck Price Year, Make and Model	Vendor Name City, State			
	1	2	3	4
	\$ 80,081.00	\$ 80,081.00	\$ 80,081.00	\$ 80,081.00
2017 Freightliner M2-106	2017 Freightliner M2-106	2017 Freightliner M2-106	2017 Freightliner M2-106	2017 Freightliner M2-106
Item #2 - Packer Price Year, Make and Model	\$ 62,348.70	\$ 55,450.00	\$ 54,067.00	\$ 66,998.00
2016 Ez-Pack 4300 20 yd	2016 Heli PT-1000 20 yd	2016 Pac-Mac RLX-20	2016 McNeilus 2010 20 yd	2016 Loadmaster Legacy 3
Total cost for Truck and Packer combined	\$ 142,379.70	\$ 135,491.00	\$ 134,098.00	\$ 147,029.00
Amount given for trade in	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Net cost for Truck and Packer combined	\$ 137,379.70	\$ 131,491.00	\$ 129,098.00	\$ 142,029.00
Approximate delivery ARO in days	165	150	185	140
				180

Rush Truck Center  
Dayton, OH

Peterbilt  
Cincinnati, OH

Stoops Freightliner  
Dayton, OH

Bid Opening PB #1608 Packer Truck  
 Opened on 2/5/16 at 2:00 P.M.

Vendor Name City, State	Palmer Tractor Dayton, OH		Best Equipment Co. Indianapolis, IN		Kistler Sterling Western Star Wapakoneta, OH		Worldwide Equipment Dayton, OH	
	1	2	1	2	1	2	1	2
Item #1 - Truck Price Year, Make and Model	\$ 72,493.00 2017 Kenworth T370	\$ 72,493.00 2017 Kenworth T370	\$ 80,031.00 2017 Freightliner M2-106	\$ 89,347.00 2017 Western Star 4700SB	\$ 89,347.00 2017 Western Star 4700SB	\$ 85,711.13 2017 Mack GU432	\$ 85,711.13 2017 Mack GU432	\$ 75,795.11 2017 Hino 338
Item #2 - Packer Price Year, Make and Model	\$ 51,300.00 New Way Cobra RL	\$ 50,348.70 2016 EZ Pack A300	\$ 51,340.00 2016 New Way Cobra	\$ 56,598.00 2016 McNeilus 2010	\$ 52,348.00 2016 EZ Pack A300	\$ 51,300.00 2017 New Way Cobra RL	\$ 51,300.00 2017 New Way Cobra RL	\$ 51,300.00 2017 New Way Cobra RL
Total cost for Truck and Packer combined	\$ 123,723.00	\$ 123,723.00	\$ 131,371.00	\$ 143,196.00	\$ 141,695.00	\$ 138,011.13	\$ 138,011.13	\$ 127,095.11
Amount given for trade in	\$ -	\$ -	\$ 1,000.00	\$ 4,500.00	\$ 4,500.00	\$ -	\$ -	\$ -
Net cost for Truck and Packer combined	\$ 123,723.00	\$ 123,723.00	\$ 130,371.00	\$ 144,845.00	\$ 137,195.00	\$ 138,011.13	\$ 138,011.13	\$ 127,095.11
Approximate delivery ARO in days	170	110	180-190	115-150	115-150	115-150	115-150	115-150

**RESOLUTION NO. R-36-16**

**A RESOLUTION AWARDING A CONTRACT  
FOR PURCHASE OF A BUCKET TRUCK  
FOR THE POWER SYSTEM**

WHEREAS, the present operations of the City require the purchase of a bucket truck for the Power System; and

WHEREAS, after solicitation by The Ohio Department of Administrative Services, bids were received through the State Cooperative Purchasing Program, resulting in the lowest, responsible bid from Utility Truck Equipment Inc.

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

SEC. 1: A contract for the purchase of a 60' bucket truck from Utility Truck Equipment Inc., Inc. is hereby approved as the lowest, responsible bidder and the City Manager is hereby authorized to execute a contract with said bidder pursuant to contract specifications;

SEC. 2: The Finance Director certifies funds are available and is hereby authorized to draw her warrants from time to time on the appropriate account of the city treasury in payment according to contract terms, not exceeding a total of \$232,000.

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

\_\_\_\_\_  
KATHRYN B. HINDS, MAYOR

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

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



# Commission Agenda Staff Report

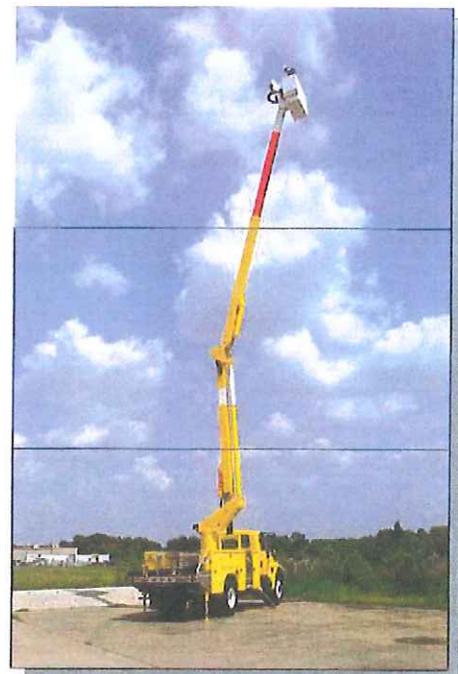
<b>MEETING DATE</b>	March 1, 2016		
<b>REPORT TITLE</b> (Should match resolution/ordinance title)	RESOLUTIONS AWARDING A CONTRACT FOR PURCHASE OF A BUCKET TRUCK FOR THE POWER SYSTEM		
<b>SUBMITTED BY</b>	Name & Title: Bob Bowman, Assistant Power System Director		
	Department: Power System		
<b>AGENDA 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 checked="" type="checkbox"/> Other: Energy Board
<b>BACKGROUND</b> (Includes description, background, and justification)	<p>The Power System plans to replace vehicle E-42, which is a 2000 Altec 50' bucket truck on a International chassis with 43,498 miles and a undetermined amount of run hours. Competitive pricing for this replacement is available through the State of Ohio Cooperative Purchasing program. The Power System currently owns and operates two Versalift bucket trucks, all of which have performed to our complete satisfaction.</p> <p>The Power System originally targeted replacement of our bucket trucks on a ten-year cycle. Since providing semi-annual routine maintenance at Piqua, we have been able to extend the replacement cycles. The replacement of older vehicles reduces maintenance costs, decreases vehicle downtime and improves the overall efficiency of our operation.</p> <p>The purchase of the bucket truck was unanimously recommended to Piqua City Commission by the Piqua Energy Board at their February 23, 2016 meeting.</p>		
<b>BUDGETING AND FINANCIAL IMPACT</b> (Includes project costs and funding sources)	Budgeted \$:	\$250,000	
	Expenditure \$:	\$232,000 R-36-16 \$18,000 R-37-16	
	Source of Funds:	401-000-190-3392	
	<b>Narrative:</b>	Included in the 2016 Power System budget is \$250,000 for replacement of E-42, a 2000 Altec 50' bucket truck. Resolutions No. R-36-16 and R-37-16 have a total not to exceed price of \$250,000. E-42 will either be traded-in with the purchase for \$10,000 or sold on www.govdeals.com, depending on which alternative provides the greatest financial benefit to the Power System.	
	1.	Approve Resolutions No. R-36-16 and R-37-16 awarding a contract to	

<b>OPTIONS</b> (Include Deny /Approval Option)	Utility Truck Equipment Inc. for purchase of a 60' bucket truck at a cost not to exceed \$250,000.
	2. Do not approve the Resolutions and provide staff with further direction
<b>PROJECT TIMELINE</b>	Delivery will be made by December 31, 2016.
<b>STAFF RECOMMENDATION</b>	Approve Resolutions No. R-36-16 and R-37-16 awarding Utility Truck Equipment Inc. a contract for the purchase of a 60' bucket truck at a not to exceed price of \$250,000.
<b>ATTACHMENT</b>	Versalift VST 6000 bucket truck



# VST SERIES

*Articulated/Telescopic Aerial*



## ***FEATURES INCLUDED IN THE VST-5000/5500/6000***

### **CREATED THE DESIGN**

TIME created the concept and introduced the design of the Versalift VST Series now copied by other aerial lift manufacturers. That same originality allows us to always be a step ahead of competitive machines with innovative features and proven reliability.

The unique and customizable design of the Versalift VST Series ensures that you receive a quality-engineered product that meets your industry-specific needs. Each model can be further customized to include a variety of options that enhance the overall capabilities of the unit.

### **INCREASED OVERALL REACH AND CAPACITY**

The Versalift VST-6000 is the only telescopic/articulated machine on the market that offers 65 feet of working height on a 108 inch CA chassis. This unique configuration gives you both the height to tackle almost any size pole, and the compactness that allows you to work in the tightest working areas.

### **DECREASED INSPECTION TIME**

Inspection time is reduced through the effective use of torque stripe on all critical fasteners. Operators may quickly perform a visual walk around inspection of the Versalift VST Series prior to use to determine if all bolts are securely fastened and the unit is safe for mechanical operation.

### **PLATFORM SUPPORT MOUNTED JIB & WINCH**

The Versalift VST Series is available with a removable jib & winch increasing its flexibility and allowing it to be used in a wide variety of applications. With the platform support mounted jib and 180° rotator, setup time decreases and productivity increases as there is less need for accuracy when determining distance to the work site. Operators can more easily get the load to the work area. In addition, the platform support mounted jib is self-leveling which automatically levels the load as the boom is raised or lowered. The operator is able to focus more on load placement and less on load leveling.

### **DIELECTRIC INTEGRITY**

Ensuring that dielectric integrity is maintained is a necessity. The Versalift VST Series maintains a minimum insulation gap of 38 inches with the fiberglass inner boom fully retracted. This allows a Category C, 46kV rating with the fiberglass inner boom in any position, including fully retracted.

The VST-6000 is available with Category B, 69 kV ratings, increasing its flexibility and allowing it to be used in a wider variety of applications. You save money by having one machine capable of performing work that most often requires multiple and different types of units.

### **LOWER LIFECYCLE COSTS**

There is no mandatory rebuild on the Versalift VST Series because it is designed and built to last. Besides reducing lifecycle costs in pure dollars and cents, the Versalift VST Series also gives superior reliability and serviceability over time.



# VST SERIES

## Articulated/Telescopic Aerial



GENERAL SPECIFICATIONS	VST-5000	VST-5500	VST-6000
Horizontal Reach .....	36 ft. 8 in. (11.2 m)	37 ft. 11 in. (11.6 m)	39 ft. 3 in. (12.0 m)
Maximum Platform Capacity .....	600 lbs. (272 kg)	600 lbs. (272 kg)	600 lbs. (272 kg)
Lower Boom Lift Eye Capacity .....	1000 lbs. (455 kg)	1000 lbs. (455 kg)	1000 lbs. (455 kg)

### STANDARD PEDESTAL

(Based on 40 in. (1.01 m) Frame Height)

Height to Bottom of Platform .....	49 ft. 8 in. (15.1 m)	55 ft. 3 in. (16.8 m)	60 ft 1 in. (18.3 m)
Working Height .....	54 ft. 8 in. (16.7 m)	60 ft. 3 in. (18.4 m)	65 ft.1 in. (19.8 m)
Stowed Travel Height .....	11 ft. 11 in. (3.6 m)	11 ft. 11 in. (3.6 m)	11 ft. 11 in. (3.6 m)
Weight of Lift with Outriggers .....	6,850 lbs (3107 kg)	9,130 lbs. (4141 kg)	9,280 lbs. (4210 kg)

VST-5500/6000 models require subframe assembly.

### HYDRAULIC SYSTEM

Operating Pressure .....	2250 psi (158 kg/cm <sup>2</sup> )	2250 psi (158 kg/cm <sup>2</sup> )	2250 psi (158 kg/cm <sup>2</sup> )
Flow Rate .....	7.5 gpm (28 lpm)	7.5 gpm (28 lpm)	7.5 gpm (28 lpm)
Filtration .....	10 micron return	10 micron return	10 micron return
	100 mesh suction	100 mesh suction	100 mesh suction
System Type .....	Open Center	Open Center	Open Center
Power Source .....	PTO Pump	PTO Pump	PTO Pump

### BOOM ARTICULATION

Outer Boom Articulation .....	-25° to +85°	-25° to +85°	-25° to +85°
Inner Boom Extension .....	141 in. (3.58 m)	141 in. (3.58 m)	141 in. (3.58 m)
Lower Boom Articulation .....	0° to 92°	0° to 92°	0° to 89°

### INSULATION GAPS

Upper Boom Fully Retracted .....	38 in. (1.0 m)	51 in. (1.3 m)	38 in. (1.0 m)
Lower Boom .....	24 in. (0.6 m)	24 in. (0.6 m)	24 in. (0.6 m)

### W/ MATERIAL HANDLING OPTION

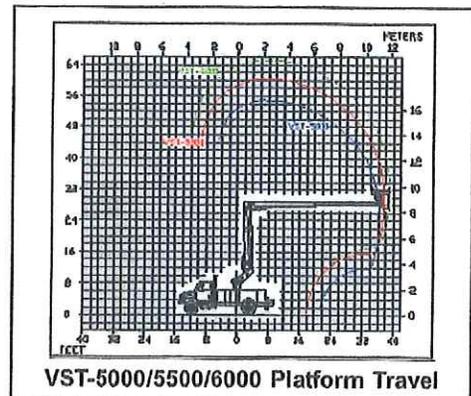
Winch Capacity .....	1000 lbs. (455 kg)
Jib Articulation .....	160° (manual) to 200° (hydraulic) relative to the upper boom

**NOTE:** 1. Specifications may vary without prior notification.  
2. Required GVWR can vary significantly with chassis, lift mounting location, service body, accessories, and desired payload.

## Options

- Auxiliary Outriggers
- Second Set of Tool Power Ports
- Lifting Eye
- 6 in. Taller Pedestal
- Emergency Power
- Two-Speed Manual Throttle Control
- Material Handling Jib & Winch with Hydraulic Extension and Articulation

**TIME**  
MANUFACTURING COMPANY  
P. O. Box 20368  
Waco, TX 76702-0368  
Tel.: 254-398-2100  
Fax: 254-398-2651  
www.timemfg.com



Specifications subject to change without prior notification.  
Contact TIME Manufacturing's Distributor Network for additional information.

RESOLUTION NO. R-37-16

A RESOLUTION AWARDING A CONTRACT  
FOR PURCHASE OF ACCESSORY OPTIONS FOR A BUCKET TRUCK  
FOR THE POWER SYSTEM

WHEREAS, the present operations of the City require the purchase of additional options and accessories for a new bucket truck for the Power System; and

WHEREAS, Utility Truck Equipment Inc. is the sole provider for said options

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

SEC. 1: A contract for the purchase of additional options and accessories for a new bucket truck from Utility Truck Equipment Inc., Inc. is hereby approved as the sole provider, and the City Manager is hereby authorized to execute a contract with said bidder pursuant to contract specifications;

SEC. 2: The Finance Director certifies funds are available and is hereby authorized to draw her warrants from time to time on the appropriate account of the city treasury in payment according to contract terms, not exceeding a total of \$18,000.

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

\_\_\_\_\_  
KATHRYN B. HINDS, MAYOR

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

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



# Commission Agenda Staff Report

<b>MEETING DATE</b>	March 1, 2016		
<b>REPORT TITLE</b> (Should match resolution/ordinance title)	RESOLUTIONS AWARDING A CONTRACT FOR PURCHASE OF A BUCKET TRUCK FOR THE POWER SYSTEM		
<b>SUBMITTED BY</b>	Name & Title: Bob Bowman, Assistant Power System Director		
	Department: Power System		
<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 checked="" type="checkbox"/> Other: Energy Board
<b>BACKGROUND</b> (Includes description, background, and justification)	<p>The Power System plans to replace vehicle E-42, which is a 2000 Altec 50' bucket truck on a International chassis with 43,498 miles and a undetermined amount of run hours. Competitive pricing for this replacement is available through the State of Ohio Cooperative Purchasing program. The Power System currently owns and operates two Versalift bucket trucks, all of which have performed to our complete satisfaction.</p> <p>The Power System originally targeted replacement of our bucket trucks on a ten-year cycle. Since providing semi-annual routine maintenance at Piqua, we have been able to extend the replacement cycles. The replacement of older vehicles reduces maintenance costs, decreases vehicle downtime and improves the overall efficiency of our operation.</p> <p>The purchase of the bucket truck was unanimously recommended to Piqua City Commission by the Piqua Energy Board at their February 23, 2016 meeting.</p>		
<b>BUDGETING AND FINANCIAL IMPACT</b> (Includes project costs and funding sources)	Budgeted \$:	\$250,000	
	Expenditure \$:	\$232,000 R-36-16 \$18,000 R-37-16	
	Source of Funds:	401-000-190-3392	
	<b>Narrative:</b>	Included in the 2016 Power System budget is \$250,000 for replacement of E-42, a 2000 Altec 50' bucket truck. Resolutions No. R-36-16 and R-37-16 have a total not to exceed price of \$250,000. E-42 will either be traded-in with the purchase for \$10,000 or sold on www.govdeals.com, depending on which alternative provides the greatest financial benefit to the Power System.	
	1.	Approve Resolutions No. R-36-16 and R-37-16 awarding a contract to	

<b>OPTIONS</b> (Include Deny /Approval Option)	Utility Truck Equipment Inc. for purchase of a 60' bucket truck at a cost not to exceed \$250,000.
	2. Do not approve the Resolutions and provide staff with further direction
<b>PROJECT TIMELINE</b>	Delivery will be made by December 31, 2016.
<b>STAFF RECOMMENDATION</b>	Approve Resolutions No. R-36-16 and R-37-16 awarding Utility Truck Equipment Inc. a contract for the purchase of a 60' bucket truck at a not to exceed price of \$250,000.
<b>ATTACHMENT</b>	Versalift VST 6000 bucket truck

**RESOLUTION NO. R-38-16**

**A RESOLUTION TO AWARD A CONTRACT TO  
PETERSON CONSTRUCTION COMPANY FOR THE  
REPLACEMENT OF THE RIVER INTAKE LINE FOR THE  
WATER TREATMENT PLANT**

WHEREAS, It was determined that the river intake line for the water treatment plant is failing and in need of replacement; and

WHEREAS, Peterson Construction Company is already doing work on both ends of this line as part of the new water plant project; and

WHEREAS, Peterson Construction Company has equipment on site to do the work and timing of the project is important for the integrity of the water system; and

WHEREAS, Piqua Municipal Code Section 34.19 of the Piqua Municipal Code, sections (B) and (E) exempt public bidding where there is no material benefit to bidding the contract and which would jeopardize the service being provided as the writing of specifications, bidding and awarding of the contract would constitute a substantial period of time and jeopardize the City's water quality and water plant project timing.

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

SEC. 1: A contract with Peterson Construction Company is hereby awarded for the replacement of the river intake line for a price not to exceed \$340,000.

SEC. 2: The requirements of Piqua Municipal Code Section 34.19 of the Piqua Municipal Code, sections (B) and (E) are hereby waived requiring public bidding based upon there is no material benefit to bidding the contract for the reasons that the replacing of the line would jeopardize the services being provided as the writing of specifications, bidding and awarding of the contract would constitute a substantial period of time and jeopardize the City's water quality and water plant project timing.

SEC. 3: The Finance Director certifies that funds are available and is hereby authorized to draw her warrant from time to time on the appropriate account of the city treasury in payment according to contract terms.

\_\_\_\_\_  
KATHRYN B. HINDS, MAYOR

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

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



# Commission Agenda Staff Report

<b>MEETING DATE</b>	March 1, 2016		
<b>REPORT TITLE</b> (Should match resolution/ordinance title)	A Resolution to award a contract to Peterson Construction Company for the replacement of the river intake line for the water treatment plant.		
<b>SUBMITTED BY</b>	Name & Title: Don Freisthler, Water Plant Superintendent		
	Department: Water		
<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 checked="" type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> Department Director		<input type="checkbox"/> Other:
<b>BACKGROUND</b> (Includes description, background, and justification)	<p>The 36" intake line from the Great Miami River to the river pump station has been found to be defective and in danger of collapsing. The line is approximately 525' in length.</p> <p>Because of timing issues, this line was unable to be thoroughly inspected before the new plant project began. The initial inspection of the line found it to be ¾ full of sediment from both ends of the pipe. Therefore, a contractor was needed to clean the line before it could be fully inspected.</p> <p>After the line was cleaned, a camera unit was brought in and was used to give a full inspection of the line with video. After viewing of the video, it was determined that line was compromised and in danger of total failure. At that time, it was also found that the line was made of clay tile and not concrete as specified on the 1925 plans.</p> <p>CDM Smith Engineering gave the recommendation that the line be repaired as soon as possible. Their engineers felt that "slip-lining" the current pipe with a smaller pipe would be the best viable option. Two companies were contacted about doing the work and both of their price quotes were in excess of \$475,000. Because of those prices being so high, we then contacted Peterson Construction Company to give us a price for doing a complete line replacement by open cutting and removing the old line and putting a new line in the same trench.</p> <p>As part of the new water plant project, Peterson has already been contracted to do work on the river intake structure itself as well as tie this intake line into the new pumping station. We felt it would be the best viable option for them to do this extra work since they are already doing work on both ends of the intake line. Peterson Construction also has all the equipment already on site to do the job.</p>		

	<p>Because this line is vital to the water treatment plant process, timing of this project is of the utmost importance. This line is needed to provide river water for treatment from mid spring to late fall. During that time frame, water from the Swift Run Reservoir has high toc values and is not our best source water. Using reservoir water during that time frame puts us in danger of not meeting EPA regulations for disinfection byproducts.. Therefore, we rely on river water to provide us the best treatable water during that period.</p> <p>Because Peterson is already on site and knowledgeable of the current river intake line they are able to begin work on the project almost immediately and complete the work in approximately 6 weeks.</p>	
<p><b>BUDGETING AND FINANCIAL IMPACT</b> (Includes project costs and funding sources)</p>	Budgeted \$:	(2016 Expenditure)
	Expenditure \$:	\$340,000 (price includes approximate 10% contingency)
	Source of Funds:	Water Plant budget.
	<b>Narrative</b>	If possible, we will fund this project through the contingency on the new water plant loan. If we are unable to use that OWDA loan, the project will be funded through the water plant budget as a capital expense.
<p><b>OPTIONS</b> (Include Deny /Approval Option)</p>	1.	Approve the Resolution to enter into an agreement with Peterson Construction for the replacement of the river intake line.
	2.	Do not approve the Resolution and do not replace the river intake line.
<p><b>PROJECT TIMELINE</b></p>	The project will begin immediately and be completed in approximately 6 weeks.	
<p><b>STAFF RECOMMENDATION</b></p>	Approval of the Resolution to award a contract to Peterson Construction for the replacement of the river intake line.	
<p><b>ATTACHMENTS</b></p>	Peterson Construction Company price quote	



**PETERSON**  
**CONSTRUCTION COMPANY**  
An Equal Opportunity Employer

18817 State Route 501 North, PO Box 2058, Wapakoneta, Ohio 45895  
PH: 419-941-2233, Fax: 855-876-0921, [www.petersonconstructionco.com](http://www.petersonconstructionco.com)

February 22, 2016

Via E-Mail

Amy Havenar, City Engineer  
City of Piqua  
201 West Water Street  
Piqua, OH 45356

RE: Piqua WTP – River Intake Line Replacement

Dear Mrs. Havenar:

Peterson Construction Company is pleased to offer this proposal for the removal and replacement of the existing River Intake Line at the River Pump Station jobsite located at 9341 North State Route 66, Piqua, OH 45356. Please reference our detailed scope of work below.

Scope of Work:

1. Clearing and grubbing of the existing tree line located on the south side of the existing access drive back to the intake structure.
2. PCC will strip & stock pile topsoil to be redistributed after the line has been replaced.
3. Removal and disposal of approximately 500 LF of existing 36" clay pipe between the existing river intake structure and MH-2 to be installed at the River PS as part of our contract for the water treatment plant.
4. Installation of approximately 500 LF of 36" C-905, DR-25 PVC pipe including pipe bedding per detail B on CD-2 on the Piqua WTP plan set.
5. Backfilling the trench shall be completed using soil removed from the pipeline excavation. Backfill shall be placed in 3' lifts and mounded 6" above existing grade as outlined in specification section 02221-3.06-C from the Piqua WTP specifications.
6. The proposed 36" line will be connected to the existing intake structure following Detail F on CD-1.
7. The proposed 36" line will be connected to the existing 36" Clay intake line on the west side of MH-2 with a 36" Furnco and concrete encasement. This line is to stay in service until the new River PS is put online.
8. The existing 36" line on the west side of MH-2 will be abandoned in place after the proposed River PS is put online as part of the WTP contract.
9. Temporary rerouting of the existing creek to allow for pipe installation is also included in our scope of work. After the creek crossing is made PCC will reestablish the creek in its original location and reestablish the bank with erosion control mats.
10. PCC will redistribute stock-piled topsoil, seed, and mulch disturbed areas caused by construction.

Cc: FILE/GAK/FIELD – JEFF

11. PCC has included all excavation and shoring equipment as required to safely install the line.
12. PCC has included (1) 2" pump to be installed in a local sump inside the shoring system for dewatering inside the trench boxes. This method of dewatering was adequate for the dewatering of the 36" RCP pipe that was installed as part of the water treatment plant contract at this location. Any additional dewatering that may be required to install the 36" intake line has been excluded from our base bid total. Please refer to the not to exceed cost provided at the end of the proposal for details.

Proposal:

Peterson Construction is pleased to offer a lump sum cost of **\$271,000** for the replacement of the existing river intake line with new 36" C-905 PVC pipe as described above.

Peterson Construction will also provide a not to exceed dewatering allowance of **\$35,000** which is to be used if unforeseen groundwater conditions require additional dewatering systems to be installed outside of our trench-boxes. There is not sufficient soil borings, water table data, etc. available to provide an accurate dewatering proposal for this work. PCC is comfortable with providing the above, not to exceed, proposal from past experience. This allowance will only be used if additional dewatering systems/techniques are required for installation of the new intake line. PCC shall notify the City of Piqua prior to installing or operating any additional dewatering equipment.

All dewatering costs shall be performed on a time and material basis with OH&P added. OH&P rates shall follow the rates established in the water treatment plant specifications which are 15% for labor/material and 5% for subcontracted work.

Exclusions:

Peterson construction has specifically excluded all work items below:

1. Any applicable permits.
2. Acquiring any required right-of-ways.
3. All items not specifically included above.

Do not hesitate to call with any questions you may have.

Sincerely,

PETERSON CONSTRUCTION COMPANY

Greg Kemper  
Project Manager

**RESOLUTION NO. R-39-16**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO THE HOUSING REVOLVING LOAN FUND (RLF) AGREEMENT WITH THE STATE OF OHIO DEVELOPMENT SERVICES AGENCY FOR THE PERIOD JANUARY 1, 2016 THROUGH DECEMBER 31, 2018**

WHEREAS, the City of Piqua has been a recipient of Community Housing Impact and Preservation (CHIP) Program grant funds administered by the Ohio Development Services Agency, Office of Community Development (ODSA, OCD); and

WHEREAS, the City of Piqua has received program income as a result from administering the Community Housing Impact and Preservation (CHIP) Program grant funds ; and

WHEREAS, the ODSA, OCD has requested the City of Piqua to execute an Housing Revolving Loan Fund (RLF) Agreement consistent with the rules and regulations promulgated by the United States Department of Housing and Urban Development; and

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

SEC. 1: The City Manager is hereby authorized to enter into the Housing Revolving Loan Fund (RLF) Administration Agreement with the State of Ohio Development Services Agency, Office of Community Development for the Period January 1, 2016 through December 31, 2018.

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

\_\_\_\_\_  
KATHRYN B. HINDS, MAYOR

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

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



# Commission Agenda Staff Report

<b>MEETING DATE</b>	March 1, 2016		
<b>REPORT TITLE</b> (Should match resolution/ordinance title)	A Resolution authorizing the City Manager to enter into the Housing Revolving Loan Fund Administration Agreement with the State of Ohio Development Services Agency for the period January 1, 2016 through December 31, 2018		
<b>SUBMITTED BY</b>	Name & Title: Nikki Reese, Development Program Manager		
	Department: Development		
<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 checked="" type="checkbox"/> Asst. City Manager/Development		<input checked="" type="checkbox"/> Law Director
	Department Director;		<input type="checkbox"/> Other:
<b>BACKGROUND</b> (Includes description, background, and justification)	<p>In January 2016, the City of Piqua received the Housing Revolving Loan Fund (RLF) Administration Agreement from Ohio Development Services Agency, Office of Community Development (ODSA, OCD). Communities administering Ohio State Administered CDBG and/or HOME Housing RLF must complete and sign the agreement.</p> <p>The purpose of the agreement is to maintain adequate program oversight and ensure that communities understand and adhere to the terms of the agreement in conjunction with administering the RLF program. This agreement is effective for a three-year period, beginning January 1, 2016. This agreement must be renewed every three years. Failure to execute this agreement may result in ODSA recapturing the Housing RLF dollars. <b>The City is instructed <u>not</u> to modify the language in the agreement.</b></p> <p>Currently, the City of Piqua has a HOME RLF balance of \$74,849.79. These funds were generated from monthly payments from landlords from their CHIP rental rehabilitation loans and CHIP private owner rehabilitation loans that were paid off. The City has obligated \$58,600 of the HOME RLF to our PY 2015 Community Housing Impact and Preservation (CHIP) Program. The City was required by ODSA, OCD to obligate their entire balance at the time the PY 2015 CHIP application was due.</p> <p>The HOME RLF funds can only be used for CHIP eligible activities.</p>		
<b>BUDGETING AND FINANCIAL IMPACT</b>	Est. Budgeted \$:	\$0.00	
	Est. Expenditure \$:	\$0.00	

(Includes project costs and funding sources)	Source of Funds:	
<p style="text-align: center;"><b>OPTIONS</b></p> <p>(Include Deny /Approval Option)</p>	<b>Narrative:</b>	There is no expense with this request.
	1.	Adopt the Resolution and authorize the City Manager to sign the Housing RLF Administration Agreement.
	2.	Deny the Resolution and reject the partnership agreement.
	3.	
<p style="text-align: center;"><b>PROJECT TIMELINE</b></p>	Once the Housing RLF Administration Agreement is signed by the City Manager, it must be submitted to ODSA, OCD for their signature.	
	<p style="text-align: center;"><b>STAFF RECOMMENDATION</b></p>	Staff recommends that the City Commission adopt the resolution which would allow the City Manager to sign Housing Revolving Loan Fund (RLF) Administration Agreement by and between the Ohio Development Services Agency and the City of Piqua, Ohio.
<p style="text-align: center;"><b>ATTACHMENTS</b></p>		<ul style="list-style-type: none"> <li>• Housing RLF Administration Agreement</li> <li>• ODSA, OCD Housing RLF Cover Letter</li> </ul>



Development  
Services Agency

**Community Services Division  
Office of Community Development**

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TO: Chief Elected Officials of Communities with Community Development Block Grant and/or HOME Housing Revolving Loan Funds

FROM: Michael A. Hiler, Deputy Chief, Office of Community Development  


DATE: December 28, 2015

SUBJECT: Housing Revolving Loan Fund Administration Agreement

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**Revolving Loan Fund Administration Agreement**

Attached to this email is a copy of the Ohio State Administered Community Development Block Grant (CDBG) **Housing Revolving Loan Fund (RLF) Administration Agreement**.

The purpose of the agreement is to maintain adequate program oversight and ensure that communities understand and adhere to its terms in conjunction with administering the RLF program. The agreement is effective for a three-year period, beginning on January 1, 2016. This agreement must be renewed every three years. Failure to execute this agreement may result in the state recapturing the RLF dollars.

Communities administering an Ohio State Administered CDBG and/or HOME Housing RLF must complete and execute **two** copies of the seven-page agreement and return them to OCD by January 31, 2016. **Do not modify the language in the agreement.** OCD will return a copy of the agreement with original signatures to the community.

Communities that do not currently administer an Ohio State Administered CDBG and/or HOME Housing RLF, but may receive CDBG and/or HOME Housing Program Income as a result of a recent Community Housing Impact and Preservation (CHIP) Program grant are highly recommended to complete and execute **two** copies of the seven-page agreement and return them to OCD by January 31, 2016.

Questions regarding the Housing Revolving Loan Fund Administration Agreement can be directed to Josh Roth, RLF Coordinator, at (614) 644-8773 or [Joshua.Roth@development.ohio.gov](mailto:Joshua.Roth@development.ohio.gov).

## HOUSING REVOLVING LOAN FUND ADMINISTRATION AGREEMENT

This Housing Revolving Loan Fund Administration Agreement (the "Agreement") is made and entered into by and between the State of Ohio, Development Services Agency, located at 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001 (the "Grantor"), and the City of Piqua, located at 201 W. Water Street, Piqua, OH 45356-2235 with F.T.I. Number: 31-6000136 (the "Grantee"), and shall be effective beginning January 1, 2016 (the "Effective Date") and terminate December 31, 2018 (the "Termination Date").

### BACKGROUND INFORMATION

A. Grantor, through its Office of Community Development ("OCD"), administers the federal Community Development Block Grant ("CDBG") Program and the HOME Investment Partnerships ("HOME") Program for the State of Ohio.

B. Grantee has been determined to be an eligible recipient of CDBG and/or HOME funds and Grantee has been awarded CDBG and/or HOME funds from the Grantor for use to finance eligible activities that may generate Program Income as defined herein.

C. Grantor has recognized the positive impact on community development initiatives when the use of Program Income is locally determined. Grantor has permitted the establishment of Housing Revolving Loan Funds within local political subdivisions to meet the primary development goals of: 1) improving the affordable housing stock; and 2) providing for the affordable housing needs of low-and moderate-income persons in designated areas of the Housing Revolving Loan Fund.

D. Grantor desires to have Grantee to administer a Housing Revolving Loan Fund using the CDBG and/or Home Program Income and Grantee desires to administer a Housing Revolving Loan Fund using the CDBG and/or Home Program Income for the purposes stated above.

E. Grantee has adopted Resolution (or Ordinance) # \_\_\_\_\_ on \_\_\_\_\_, \_\_\_\_\_ (date) authorizing the execution of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### STATEMENT OF THE AGREEMENT

1. Housing Revolving Loan Fund Capitalization. Grantee shall deposit any and all Housing Program Income into a Housing Revolving Loan Fund account held by the Grantee.

2. Definitions.

a.) Revolving Loan Fund ("RLF") is a separate fund established for the purpose of accounting for Program Income and of carrying out the specific activities designated in OCD's Housing Handbook and the applicable Community Housing Impact and Preservation (CHIP) Program Application Instructions, which, in turn, generate payments to the fund ("RLF Funds") for the continued use in carrying out the same activities.

b.) Housing Program Income is defined as gross income received by the recipient directly generated from the use of Ohio State Administered CDBG Program funds and/or Ohio State Administered HOME Program funds for housing activities.

3. RLF Plan and Use of Funds. Grantee has adopted the Local Housing Policy and Procedures Manual that has been previously submitted and approved by the Grantor. The Local Housing Policy and Procedures Manual must include the policies and procedures established by Grantor. Any changes to the Local Housing Policy and Procedures Manual must be submitted to Grantor for review and approval. Grantee shall use the Housing RLF Funds solely for the stated purposes set forth in this Agreement, OCD's Housing Handbook, the applicable CHIP Program Application Instructions, and the Local Housing Policy and Procedures Manual. All housing program income funds must be expended in compliance with all CHIP Program requirements, including those found in Grantor's Non-Participating Jurisdiction Housing Handbook and the current Ohio Consolidated Plan.

4. Program Income Distribution for CHIP Program Partnerships. Grantee shall distribute Housing Program Income generated by an activity partially assisted with RLF Funds contributed by multiple CHIP Program Partners in conformance with the Grantee's OCD-approved CHIP Program Partnership Agreement.

6. **Project Approvals.** Grantee shall submit to Grantor a request for approval if the proposed project does not meet the requirements of OCD's Housing Handbook, the applicable CHIP Program Application Instructions, and/or the Local Housing Policy and Procedures Manual. Grantee must receive Grantor's written approval prior to the commencement of the Grantee's local project.

6. **National Objective/Income Eligibility Requirements.** Grantee shall ensure that all projects funded as a result of this Agreement meet the applicable CDBG national objective and HOME Income eligibility requirements of the provision of a housing related direct benefit for low-and-moderate income persons.

7. **Subrecipient Agreements.** Grantee shall not subgrant the Housing Program Income funds to any other local political jurisdiction or non-profit agency. Grantee may contract with a non-profit agency to administer the RLF Funds, but the funds are to remain with the Grantee. If there is a change in the designated administrative agent of the RLF Funds, it is the responsibility of the Grantee to notify OCD within fifteen (15) days of any change in status of the designated administrative agent.

8. **Accounting of RLF Funds.** CDBG RLF Funds and HOME RLF Funds shall be deposited and maintained in separate fund accounts upon the books and records of Grantee (the "Accounts"). Grantee shall keep all records of the Accounts in a manner that is consistent with generally accepted accounting principles. All disbursements from the Accounts shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure.

9. **Reporting Requirements.** Grantee shall submit RLF Status Reports to Grantor no more than (30) days after notification of the RLF Status Report request. RLF Status Reports may include but are not limited to the following: program income; program activities; and program outcomes.

10. **Compliance with General CDBG and HOME Requirements.** Grantee shall comply with all applicable provisions of the statutes, rules, regulations and guidelines as passed by Congress or promulgated by the Secretary of the Department of Housing and Urban Development (HUD).

11. **Compliance with Environmental Requirements.** Grantee shall comply with the provisions of the National Environmental Policy Act of 1969 insofar as the provisions of such Act apply to activities undertaken with Housing Program Income and conform to OCD policies. Grantee agrees to assume responsibility for preparing Environmental Assessments and Environmental Reviews as required.

12. **Acquisition and Relocation.** Grantee shall comply with the relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementation regulations set forth in 570.488 and 49 CFR Part 24 as they apply to the activities covered by this Agreement. Grantee shall comply with the process established under the Anti-Displacement and Relocation Plan.

13. **Term of the Agreement.** This Agreement shall begin on the Effective Date and shall terminate on the Termination Date, unless otherwise modified pursuant to Section 30(f) herein. At least sixty (60) days prior to the Termination Date, Grantor will determine if the Grantee continues to have the capacity to administer the Housing RLF Funds based on the performance of the Grantee and its designated administrative agent. Grantor shall promptly notify Grantee in writing of a determination questioning administrative capacity. Grantor reserves the right to determine if the State of Ohio will renew this Agreement to allow the Grantee to continue to administer the RLF, have the Grantee close out the RLF by executing a CDBG and/or HOME Closeout Agreement or recapture the RLF Funds.

14. **Records, Access and Maintenance.** Grantee shall establish and maintain for at least three (3) years from the expiration of this Agreement, all direct information and such records as are reasonably related to the administration of an RLF as set forth in OCD's Housing Handbook. Both parties further agree that records required by the Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between the Grantor and the Grantee shall be maintained for the time needed for the resolution of said question and that in the event of early termination of this Agreement as provided in Section 21 of this Agreement, or if for any other reason the Grantor shall require a review of the records related to the RLF Funds, the Grantee shall, at its own cost and expense, segregate all such records related to the Housing RLF Funds from its other records of operation.

15. **Inspections.** At any time during normal business hours upon three days prior written notice and as often as Grantor may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Grantee shall make available to Grantor and its agents, appropriate state agencies or officials, HUD officials and the U.S. Government Accountability Office (GAO) for examination, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit Grantor to audit, examine and make excerpts or transcripts from such records.

16. **Audits.** The Grant Funds shall be audited according to the requirements of 2 CFR 200. In addition, Grantee must follow the guidelines provided in the OCD Financial Management Rules and Regulations Handbook. The Grantee shall submit to the Federal Audit Clearinghouse (FAC) and make available for public inspection a copy of the single audit, data collection form, and reporting package as described in 2 CFR 200 within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period. No later than seven (7) days following submission to the FAC, the Grantee must notify ODSA at [singleaudit@development.ohio.gov](mailto:singleaudit@development.ohio.gov) that the single audit was submitted to the FAC. A copy of the audit report may be attached, but is not required.

17. **Equal Employment Opportunity.** Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work for which the RLF Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

18. **Prevailing Wage Rates and Labor Standards.** In the commission of any Project(s) wherein federal funds are used to finance construction work as defined in the Code of Federal Regulations (CFR) Title 29, Part 5 to the extent that such activity is subject to the Davis-Bacon Act (40 United States Code (U.S.C.) 3141 to 3148, as amended), all laborers and mechanics employed by contractors or subcontractors on any such construction work assisted under this Agreement shall be paid the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on project(s) of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701 to 3708. Furthermore, Grantee shall require that all contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations.

In the event that the construction work to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the construction work to be assisted by this Project(s), Grantee will comply with the provisions of Ohio Revised Code (ORC) Sections 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

19. **Use of Federal Grant Funds.** Grantee acknowledges that this Agreement involves the use of federal funds and as such, is subject to audit by the agency of the United States Government granting the funds to Grantor for the purposes of performing the work and activities as listed in the Grantee's RLF project report forms and in conformance with OCD's Revolving Loan Fund Policies and Procedures Manual, OCD's Housing Handbook, and the Local Housing Policy and Procedures Manual. Grantee shall fully indemnify Grantor for any cost of Grantee which is disallowed by said federal agency and which must be refunded thereto by Grantor.

20. **Property and Equipment Purchases.** All items purchased by Grantee are and shall remain the property of Grantee, except if Grantor exercises its right to terminate this Agreement pursuant to paragraph 22, in which case all property and equipment purchased by Grantee with any Grant Funds herein awarded shall revert to Grantor. Grantee shall provide for the security and safekeeping of all items obtained through this Agreement.

21. **Termination,**

- a. Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:
  - i. Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
  - ii. Failure of Grantee to submit any report required by this Agreement that is complete and accurate.
  - iii. Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.
  - iv. Cancellation of the grant of funds from HUD.
- b. **Early Termination:** Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee and/or the Clean Ohio Council, (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under Section 18 of this Agreement.
- c. Grantor reserves the right to suspend the administration of the RLF at any time for failure of the Grantee or its designated administrative agent to administer the local RLF in compliance with the OCD's Housing Policies and Procedures Manual which is not attached but incorporated herein by reference. Throughout this Agreement, Grantee and any designated administrative agent must continue to demonstrate administrative capacity in the administration of the RLF. Failure to accurately report on the RLF Funds could result in Grantor placing the RLF Funds on hold or recapturing the RLF Funds. Grantor also reserves the right to request the RLF Funds be returned to the State of Ohio upon failure to comply with the OCD RLF Policies and Procedures Manual.

22. **Effects of Termination.** Within 60 days after termination of this Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to this Agreement, which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

23. **Forbearance Not a Waiver.** No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.

24. **Conflict of Interest.** No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

25. **Liability.** Unless Grantee is an Ohio political sub-division and can prove to Grantor that it is self-insured, Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

26. **Adherence to State and Federal Laws, Regulations.**

a. **General.** Grantee shall comply with all applicable federal, state and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.

b. **Ethics.** Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflicts of interest laws including, without limitation, ORC Section 102.01 et seq., Sections 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(I) and (J), and (2) will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws, in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

27. **Outstanding Liabilities.** Grantee represents and warrants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any amount to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.

28. **Falsification of Information.** Grantee affirmatively covenants that it has made no false statements to Grantor in the process of obtaining this award of the Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain this award of the Grant Funds, Grantee shall be required to return all the Grant Funds immediately pursuant to ORC Section 9.66(C) (2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C) (1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC 2921.13(F)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than one hundred eighty (180) days.

29. **Public Records.** Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under ORC Section 149.43 and are open to public inspection unless a legal exemption applies.

30. **Miscellaneous.**

a. **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.

- b. **Forum and Venue.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement. Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.
- c. **Entire Agreement.** This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.
- d. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- e. **Notices.** All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.
- i. In the case of Grantor, to:
- Ohio Development Services Agency  
Office of Community Development  
77 South High Street, P.O. Box 1001  
Columbus, Ohio 43216-1001  
Attention: Deputy Chief
- ii. In the case of Grantee, to:
- City of Piqua  
201 W. Water Street  
Piqua, OH 45356-2235  
Attention: City Manager
- f. **Amendments or Modifications.** Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Submission. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of this Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.
- g. **Pronouns.** The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- h. **Headings.** Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.
- i. **Assignment.** Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by Grantee without the prior express written consent of Grantor.
- j. **Permissible Expenses.** If "travel expenses," as defined in Ohio Administrative Code Section 126-1-02 (the "Expense Rule"), are a cost of the Project eligible for reimbursement with Grant Funds, Grantee shall be reimbursed accordingly. Grantee agrees that it shall not be reimbursed and Grantor shall not pay any items that are deemed to be "non-reimbursable travel expenses" under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.
- k. **Binding Effect.** Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.

- i. Survival. Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.
  
- m. Counterparts; PDF Accepted. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") shall be deemed to be originals for purposes of execution and proof of this Agreement

**Signature:** Each of the parties has caused this Housing Revolving Loan Fund Administration Agreement to be executed by its authorized representatives as of the dates set forth below, their respective signatures effective as of the Effective Date:

GRANTEE:

GRANTOR:

City of Piqua

State of Ohio  
Development Services Agency

David Goodman, Director

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_