

REGULAR PIQUA CITY COMMISSION MEETING
TUESDAY, MAY 17, 2016
7:30 PM
COMMISSION CHAMBER – 2nd FLOOR
201 WEST WATER STREET
PIQUA, OHIO 45356

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

ANNOUNCEMENTS:

PROCLAMATION: POLICE WEEK

EXECUTIVE SESSION

- a. Consider the purchase or sale of property for public purposes
- b. Consider matters regarded as confidential by federal law or rules of state statutes

ADJOURNMENT

REGULAR CITY COMMISSION MEETING

CONSENT AGENDA

1. APPROVAL OF MINUTES
Approval of the minutes from the May 3, 2016 Regular Piqua City Commission meeting
2. RES. NO. R-68-16
A Resolution appointing a member to othe Governing Board of the Piqua Improvement Corporation

OLD BUSINESS

3. ORD. NO. 4-16 (3rd Reading)
An Ordinance amending Chapter 51 of the Piqua Municipal Code Sewers
4. ORD. NO. 5-16 (3rd Reading)
An Ordinance authorizing the submission of a proposed amendment to Piqua Charter Section 4 the Commission

NEW BUSINESS

5. ORD. NO. 6-16 (1st Reading)
An Emergency Ordinance enacting and adopting a supplement to the Code of Ordinances for the City of Piqua
6. ORD. NO. 7-16 (1st Reading)
An Ordinance amending Chapter 152: Historic Preservation of the City of Piqua Code of Ordinances
7. ORD. NO. 8-16 (1st Reading)
An Ordinance authorizing the submission of a proposed amendment to Piqua Charter Section 5
President of Commission, Mayor

8. RES. NO. R-69-16

A Resolution retaining the service of Horan to provide Health Insurance Consulting Services for the City of Piqua

9. RES. NO. R-70-16

A Resolution authorizing a contract with Studio Graphique to perform Professional Design Services for the Citywide Wayfinding project

10. RES. NO. R-71-16

A Resolution approving the Fiscal Year 2016 NatureWorks 23rd round application for the Mote Park restroom renovations project and authorize the City Manager to submit application to the Ohio Department of Natural Resources

11. RES. NO. R-72-16

A Resolution authorizing the sale of City owned real estate

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



CITY COMMISSION OFFICE

Mayor Kathryn "Kazy" B. Hinds, 5th Ward Commissioner
201 West Water Street • Piqua, Ohio 45356
(937) 570-2758 • FAX (937) 778-2048
E-Mail: ward5comm@piquaoh.org

PROCLAMATION

WHEREAS, there are approximately 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Piqua Police Department; and

WHEREAS, there have been 15,725 assaults against law enforcement officers in 2016, resulting in approximately 13,824 injuries; and

WHEREAS, since the first recorded death in 1791, more than 20,000 law enforcement officers in the United States have made the ultimate sacrifice and died in the line of duty, including three members of the Piqua Police Department—Lt. Noah Studebaker, Patrolman Jan Mulder II, and Detective Robert Taylor; and

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.; and

WHEREAS, 252 new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 123 officers killed in 2015 and 129 officers killed in previous years; and

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 28th Annual Candlelight Vigil, on the evening of May 13, 2016; and

WHEREAS, the Candlelight Vigil is part of National Police Week, which takes place this year on May 15-21 NOTE: Because May 15, 2016 falls on a Sunday, some events will take place before the official dates of Police Week 2016; and

WHEREAS, May 15th is designated as Peace Officers Memorial Day in honor of all fallen officers and their families and U.S. flags should be flown at half-staff; and

NOW THEREFORE, BE IT RESOLVED that the City of Piqua formally designates May 15-21, 2016, as Police Week in the City of Piqua, Ohio and publicly salutes the service of law enforcement officers in our community and in communities across the nation.



IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the City of Piqua, Ohio on this 17th day of May 2016.

KATHRYN B. HINDS, MAYOR

**MINUTES
PIQUA CITY COMMISSION
Tuesday, May 3, 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, Vogt, Terry, and Martin. Absent: None

ANNOUNCEMENTS

PROCLAMATION- BIKE TO SCHOOL WEEK

Mayor Hinds read a proclamation declaring May as Bike Month and the week of May 2 – 6 as Bike To Work and Bike To School Week, and presented it to a group of local bicycle enthusiasts. They included: Chris Schmiesing, Jim Hemmert, Jeff Lange, Artie Parker, Joe Hinds, Nick Alexander.

Larry Hamilton, came forward and thanked Mayor Hinds for the proclamation she sent to the Special Memorial Day Service on May 1, 2016 at the Greater Love Missionary Baptist Church.

Mr. Hamilton invited City officials to join him, and the Prod Organization, in a show of unity in the community in support of a travel log of destiny on May 14, 2016.

Jeff Lange, St. Rt.66, came forward and announced the next Annual River POW Cleanup will take place on July 16, 2016 and encouraged citizens to join in to help keep our waterways clean.

RESIDENCE PRIDE AWARDS

Jake & Pam Kennedy	1906 Carlyle Drive
Jim & Jessie Hess	707 Clark Avenue
Jim & Linda Blais	1223 Marwood Drive
Michael & Morgan Mohr	724 W. Greene Street
Lori Nicodemus	1062 North Street

Mayor Hinds read the list of Residence Pride Award winners while pictures of each home were shown. Mayor Hinds thanked all of the Residence Pride Award winners for taking pride in their homes and their neighborhood.

EXECUTIVE SESSION

Move to Executive Session to consider the purchase or sale of property for public purposes

Moved by Commissioner Vogt, seconded by Commissioner Martin, to adjourn into Executive Session at 7:40 P.M. to consider the purchase or sale of property for public purposes. Roll call vote, Aye: Martin, Wilson, Terry, Vogt, and Hinds. Nay, None.

Moved by Commissioner Vogt, seconded by Commissioner Martin, at 7:48 to adjourn from the Executive Session. Voice vote, Aye; Martin, Wilson, Terry, Vogt, and Hinds. Nay, None.

REGULAR CITY COMMISSION MEETING

Consent Agenda

Approval of Minutes

Approval of the minutes from the May 3, 2016 Regular Piqua City Commission Meeting.

RES. NO. R-58-16

A Resolution of Appreciation for the Public Service of Chris A. Werst as a City Employee

Mayor Hinds read the Resolution of Appreciation for Chris A. Werst and thanked him for his service to the City and the citizens of Piqua.

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

NEW BUSINESS

ORD. NO. 4-16 (2nd Reading)

An Ordinance amending Chapter 51 of the Piqua Municipal Code: Sewers

Stacy Wall, Law Director provided the Staff Report.

This is the second reading of Ordinance No. 4-16. A routine audit was conducted recently by the Ohio EPA and several changes were recommended. Ordinance No. 4-16 will amend the language in Chapter 51 of the Municipal Code in regards to wastewater. The changes are all on page four in Ordinance No. 4-16, and pertains to one definition in the entire chapter. But that change will make it consistent with what the State Law, specifically the Ohio Administrative Code requires, stated Ms. Wall.

Public Comment

No one came forward to speak for or against Ordinance No. 4-16.

Ordinance No. 4-16 was given a second reading.

ORD. NO. 5-16 (2nd Reading)

An Ordinance authorizing the submission of a proposed amendment to Piqua Charter Section 4 the Commission

Stacy Wall, Law Director provided the Staff Report.

This is the second reading of Ordinance No. 5-16. This states what the City Commission would be able to go into Executive Session for and will be specifically defined by the Ohio Revised Code. New Sections include Sections H, I, and J. Section H: pertains to matters that are under security reasons, emergency response protocols, Section I: for reasons of Economic Development as defined by Ohio Revised Code, Section 121.22 (G) (8), and Section J: any other matters authorized by the Ohio Revised Code, Section 121.22 as it specifically applies to municipalities.

Public Comment

No one came forward to speak for or against Ordinance No. 5-16.

Ordinance No. 5-16 was given a second reading.

RES. NO. R-59-16

A Resolution awarding a contract to Speedway LLC for our City-wide fuel purchasing program for the years 7/1/16 – 6/30/19

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

Currently the City purchases fuel, gasoline and diesel from Speedway LLC, and have been doing so for the last 12 years. The current contract expires on June 30, 2016 and the current cost is \$.08 over the wholesale cost, and equates to about \$.06- \$.07 less than what the general public pays at the pump. The new bid is only \$.05 over the wholesale price, stated Ms. Holtzapple.

Bids were opened on March 23, 2016 with only two bids one from Speedway and one from

Hightower Petroleum. The Hightower's locations are not feasible to use as they are mostly located South of Piqua in Vandalia and Eaton, with only one location in Piqua, the Clark Station on Sunset Drive. This location is not big enough for the city's larger trucks to get in and out of. The City has been very happy with Speedway's product quality and customer service over the years, and have two locations within the City, stated Ms. Holtzaple.

Public Comment

No one came forward to speak for or against Resolution No. R-59-16.

Moved by Commissioner Vogt, seconded by Commissioner Martin, that Resolution No. R-59-16 be adopted. Roll call vote, Aye: Martin, Vogt, Hinds, Wilson, and Terry. Nay: None. Motion carried unanimously. Mayor Hinds declared Resolution No. R-59-16 adopted

RES. NO. R 60-16

A Resolution awarding a contract to Wall Bros. Asphalt Co., Inc. for the 2016 Street Resurfacing Program

Amy Havenar, City Engineer provided the Staff Report.

Two bids were received for the 2016 Resurfacing Program, the project will consist of the necessary roadway base repairs and the overlaying of the roadway with a new asphalt surface. The project will also include the placement of all new pavement markings within the project limits. It is anticipated that the street resurfacing will begin mid-June, with all of the work to be completed by July 29, 2016, stated Ms. Havenar.

Public Comment

No one came forward to speak for or against Resolution No. R-60-16.

City Manager Huff noted that the City will also begin working on the alleys at this time.

Moved by Commissioner Vogt, seconded by Commissioner Terry, that Resolution No. R-60-16 be adopted. Roll call vote, Aye: Vogt, Hinds, Wilson, Martin, and Terry. Nay: None. Motion carried unanimously. Mayor Hinds then declared Resolution No. R-60-16 adopted.

RES. NO. R-61-16

A Resolution granting a utility easement to Vectren Energy Delivery of Ohio, Inc. for Parcel No. N44-001800

Amy Havenar, City Engineer provided the Staff Report

This resolution is the first of three Resolutions granting Vectren Energy a Right of Entry Agreement. As part of Vectren's Bare Steel/Cast Iron Program in 2012 they requested access over a portion of the city's property to install a new gas line. The City granted Vectren a Right of Entry for the purpose of completing this work. An official easement document was prepared by Vectren with the limits of the work identified and included in the easement. This easement is located in the public parking lot behind the Fort Piqua Plaza, stated Ms. Havenar.

Public Comment

No one came forward to speak for or against Resolution No. R-61-16.

Moved by Commissioner Vogt, seconded by Commissioner Martin, that Resolution No. R-61-16 be adopted. Roll call vote, Aye: Wilson, Hinds, Martin, Terry, and Vogt. Nay: None. Motion carried unanimously. Mayor Hinds then declared Resolution No. R-61-16 adopted.

RES. NO. R-62-16

A Resolution granting a utility easement to Vectren Energy Delivery of Ohio for Parcel No. N44-250040 and N44-250039

Amy Havenar, City Engineer provided the Staff Report.

This resolution is the second of three Resolutions granting Vectren Energy a Right of Entry Agreement as part of Vectren's Bare Steel/Cast Iron Program in 2012 they requested access over a portion of the city's property to install a new gas line. The City granted Vectren a Right of Entry for the purpose of completing this work. An official easement document was prepared by Vectren with the limits of the work identified and included in the easement. This easement is located in the public parking lot behind the Hallmark Store on North Main Street, stated Ms. Havenar.

Public Comment

No one came forward to speak for or against Resolution No. R-62-16

Moved by Commissioner Terry, seconded by Commissioner Wilson, that Resolution No. R-62-16 be adopted. Roll call vote, Aye: Terry, Hinds, Martin, Vogt, and Wilson. Nay: None. Motion carried unanimously. Mayor Hinds then declared Resolution No. R-62-16 adopted.

RES. NO. R-63-16

A Resolution granting a utility easement to Vectren Energy Delivery of Ohio for Parcel No. N-44-250351

Amy Havenar, City Engineer provided the Staff Report.

This resolution is the third of three Resolutions granting Vectren Energy a Right of Entry Agreement. As part of Vectren's Bare Steel/Cast Iron Program in 2012 they requested access over a portion of the city's property to install a new gas line. The City granted Vectren a Right of Entry for the purpose of completing this work. An official easement document was prepared by Vectren with the limits of the work identified and included in the easement. This easement is located in the public parking lot between Wayne Street and Main Street adjacent to the bike path, stated Ms. Havenar.

Public Comment

No one came forward to speak for or against Resolution No. R-63-16.

Moved by Commissioner Wilson, seconded by Commissioner Terry, that Resolution No. R-63-16 be adopted. Roll call vote, Aye: Wilson, Martin, Vogt, Hinds, and Terry. Nay: None. Motion carried unanimously. Mayor Hinds declared Resolution No. R-63-16 adopted.

RES. NO. R-64-16

A Resolution granting temporary and permanent Utility Easements to Vectren Energy Delivery of Ohio, Inc. for Parcel No. N44-250135

Amy Havenar, City Engineer, provided the Staff Report.

Vectren's transmission modernization projects in 2016 will involve pipeline replacement on city-owned property. Vectren has requested to obtain both temporary and permanent easements from the City for the property located adjacent to the bike path on Sunset Drive. Vectren will be responsible for restoring the property back to its original condition after the work is completed, stated Ms. Havenar.

Public Comment

No one came forward to speak for or against Resolution No. R-64-16.

Moved by Commissioner Terry, seconded by Commissioner Wilson, that Resolution No. R-64-16 be adopted. Roll call, Aye, Wilson, Terry, Martin, Hinds, and Vogt. Nay: None. Motion carried unanimously. Mayor Hinds declared Resolution No. R-64-16 adopted.

RES. NO. R-65-16

A resolution requesting authorization to purchase the real property located on Wood Street, part of Miami County current Tax Parcel No. N44-25000606, being owned by Transformed Life Church

Amy Havenar, City Engineer provided the Staff Report.

As part of the Garnsey Street/Commercial Street Corridor Neighborhood Connector Project, the City of Piqua and the Right of Way Consultant have been working with Pastor Brian Hamilton with Transformed Life Church, regarding the acquisition of an easement for the proposed multi-use path. The City needed to secure a piece of property from the Church and that piece would essentially create multiple other unusable pieces of property that would be of little benefit to the church. After discussions with the Church, it was decided that it would be in the best interest of the City to purchase the remaining pieces of property from the Church that were going to be affected in value by this project, stated Ms. Havenar.

Public Comment

No one came forward to speak for or against Resolution No. R-65-16.

Moved by Commissioner Martin, seconded by Commissioner Vogt, that Resolution No. R-65-16 be adopted. Roll call vote, Aye: Martin, Vogt, Terry, Hinds, and Wilson. Nay, None. Motion carried unanimously. Mayor Hinds then declared Resolution No. R-65-16 adopted.

RES. NO. R-66-16

A Resolution requesting authorization to acquire a permanent and temporary easement located on Wood Street, part of Miami County current Tax Parcel No. N44-250563 being owned by Transformed Life Church

Amy Havenar, City Engineer provided the Staff Report.

As part of the Garnsey Street/Commercial Street Corridor Neighborhood Connector Project, the City of Piqua and the Right of Way Consultant have been working with Pastor Brian Hamilton with Transformed Life Church, regarding the acquisition of both permanent and temporary easement for the project. The value of the property has been established and the property owners have agreed to the purchase price for the easements and are willing to execute the necessary documents for the purchase at this time.

Public Comment

No one came forward to speak for or against Resolution No. R-66-16.

Moved by Commissioner Terry, seconded by Commissioner Wilson, that Resolution No. R-66-16 be adopted. Roll call vote, Aye: Hinds, Vogt, Terry, Martin, and Wilson. Nay, None. Motion carried unanimously. Mayor Hinds then declared Resolution No. R-66-16 adopted.

RES. NO. R-67-16

A Resolution requesting authorization to acquire a permanent and temporary easement located on Wood Street, part of Miami County current Tax Parcel No. N44-250606 and N44-250564 being owned by Transformed Life Church

Any Havenar, City Engineer provided the Staff Report.

This is the same as the previous Resolution but different parcels, stated Ms. Havenar.

As part of the Garnsey Street/Commercial Street Corridor Neighborhood Connector Project, the City of Piqua and the Right of Way Consultant have been working with Pastor Brian Hamilton with Transformed Life Church, regarding the acquisition of both permanent and temporary easements for the project.

The value of the property has been established and the property owners have agreed to the purchase price for the easements and are willing to execute the necessary documents for the purchase at this time

Public Comment

No one came forward to speak for or against Resolution No. R-67-16.

Moved by Commissioner Martin, seconded by Commissioner Vogt, that Resolution No. R-67-16 be adopted. Roll call vote, Aye: Terry, Hinds, Wilson, Martin, and Vogt. Nay, None. Motion carried unanimously. Mayor Hinds then declared Resolution No. R-67-16 adopted.

PUBLIC COMMENT

No one came forward to speak at this time.

CITY MANAGER'S REPORT

City Manager Huff stated six classes from the Washington Primary School toured the Municipal Government Complex, and held a Mock City Commission Meeting. The students are studying Local Government. There are a lot of potential future elected officials in these classes, stated City Manager Huff.

City Manager Huff thanked Development Program Director Nikki Reese. The city was recently Awarded two grants from the Piqua Community Foundation recently, \$1750 for home repairs for the HELP Program, and \$3158 for two AED that will be placed in the concession stand at Pitsenbarger Sports Complex.

City Manager Huff announced May 1-7 is National Drinking Water Week, National Public Service Recognition Week, and also Small Business Week. These are three things we are very appreciative of in our community.

City Manager Huff announced May 5th is National Day of Prayer Day. Piqua Association of Churches will hold a prayer vigil at 12:00 noon at the Fountain in front of the Municipal Government Complex.

Also, Saturday May 7th, is Community Clean Up Day and encouraged business, organizations, schools, families, and individuals to participate by picking up trash and debris throughout the Community. Contact the Piqua Health & Sanitation Department to register for your participation at 937-778-2060, stated City Manager Huff.

This week we are highlighting our Piqua Alert Program. This program provides email notifications on a variety of information from the City including emergency situations and preparedness, street maintenance, Police reports, Commission Agendas, and various other various items of interest, stated City Manager Huff.

COMMISSIONERS COMMENT

Commissioner Wilson encouraged citizens to participate in the Community Clean Up Day on Saturday, May 7, 2016.

Commissioner Terry stated there is a Rain Date for Arbor Day, Thursday, May 5th, 10:00 A.M. at

Edison College. The children in the pre-school program will be on hand to help plant a tree.

Commissioner Terry also encouraged citizens to participate in the Community Clean Up Day, and encouraged them to clean up in their own neighborhoods.

Commissioner Wilson stated you can even adopt a "Catch Basin" in your area, to help keep the grass and debris from getting into the sewers.

Commissioner Vogt reminded citizens to not blow their grass clippings out into the street.

Commissioner Vogt asked if there is any kind of legislation they could enforce on this. Law Director Stacy Wall stated she was not aware of any, but would look into it.

Commissioner Vogt congratulated the Residence Pride Award winners on doing a great job on their properties, and wished Chris Werst the best in his retirement.

Mayor Hinds stated she has been receiving telephone calls, and received a letter concerning street/alley issues, property maintenance issues, and vacant houses. The City is in the process of hiring a Code Enforcement Officer to address some of the problems, and to stay on top of the issues in the future. Mayor Hinds further stated she appreciates the letter that she received and they will be looking into the houses that were mentioned.

Mayor Hinds gave a shout out to Brandon Saine for holding his 2nd Football Camp, there were over 125 kids who participated, and thanked him for the many ways he continues to give back to his hometown community.

Mayor Hinds congratulated the Piqua High School Men's Chorus, and their Director Tom Westfall on winning the State Competition recently.

Mayor Hinds congratulated the Run Club at Piqua Central Intermediate School held their 5K Run to benefit the Cross Country Team, and thanked all the 6th grades students and teachers that were part of the run club.

Mayor Hinds stated it is Public Service Recognition Week and give thanks for to the good employees we have in the City of Piqua, we are very fortunate. Thank you for all you do.

Mayor Hinds announced it Melanoma Skin Cancer Awareness Month, and in conjunction with this Upper Valley Medical Center will be holding a free screening on May 12, 1:00- 4:00 P.M. Call 1-866-608-3463 to schedule a screening.

Mayor Hinds reminded citizens to read and follow her Blog, and announced a new program on WOTVC Channel 5 entitled Eye on the City.

Mayor Hinds stated she will be introducing "Walks with the Mayor". The Mayor will be taking walks with various City Officials and Commissioners in different neighborhoods around the community. The first walk will take place in the Shawnee Neighborhood with Commissioner Martin, Public Works Doug Harter, Brian Brookhart, Storm Water Coordinator Devon Alexander. The first one will take place on Monday, May 16, from 6:00 P.M. – 8:00 P.M. Mayor Hinds invited all residents of the Shawnee Neighborhood, and anyone else who would like to come to ask questions, and to walk through the neighborhood to be the eyes and ears as to what the needs are in the neighborhood.

Moved by Commissioner Vogt, seconded by Commissioner Terry, to adjourn from the Regular City Commission Meeting at 8:25 P.M. Roll call vote, Aye: Terry, Martin, Vogt, Wilson, and Hinds. Nay: None.

KATHRYN B. HINDS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

RESOLUTION NO. R-68-16

**A RESOLUTION APPOINTING A MEMBER TO
THE GOVERNING BOARD OF THE PIQUA IMPROVEMENT
CORPORATION**

WHEREAS, by Resolution No. C-6538, passed September 5, 1979, this Commission nominated the elected or appointed officials of the City to sit on the Governing Board of the Piqua Improvement Corporation; and

WHEREAS, a vacancy now exists on said Governing Board; 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: Kathryn B. Hinds is hereby appointed as one of the City officials authorized for appointment to the Governing Board of the Piqua Improvement Corporation as voted upon by the full Commission in a public meeting.

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

KATHRYN B. HINDS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

ORDINANCE NO. 4-16

AN ORDINANCE AMENDING CHAPTER 51 OF
THE PIQUA MUNICIPAL CODE SEWERS

WHEREAS, the Wastewater Department recently completed an Ohio EPA Pretreatment Program Audit; and

WHEREAS, the results of the Ohio EPA Pretreatment Program Audit indicated that the changes proposed to Section 51.02 of this Ordinance were necessary for the Piqua Municipal Code to be consistent with the Ohio Administrative Code regulations.

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

SECTION 1. That the City of Piqua hereby amends Chapter 51 Sewers, Section 51.02 as set forth below: (new language is underlined and deleted language is indicated by strikethrough):

CHAPTER 51: SEWERS

GENERAL PROVISIONS

§ 51.01 PURPOSE.

These regulations set forth uniform requirements for users of the Piqua wastewater system and enable the city to protect public health, safety, and welfare. The objectives of these regulations are:

- (A) To prevent the introduction of pollutants into the wastewater system which will interfere with the normal operation of the system or contaminate the resulting municipal sludge; and
- (B) To prevent the introduction of pollutants into the wastewater system which do not receive adequate treatment, and which will pass through the system into the receiving waters.

§ 51.02 DEFINITIONS.

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

BEST MANAGEMENT PRACTICES (BMPs). Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed on Ohio Administrative Code (OAC) 3745-3-04. BMP's also include treatment requirements, operating procedures and practices to control plant site runoff spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

BIOCHEMICAL OXYGEN DEMAND or BOD. The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20°C, expressed in mg/l, as determined by *Standard Methods*.

BUILDING DRAIN. That part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five feet outside the inner face of the building wall.

BUILDING SEWER. The extension from the building drain to the public sewer or other place of disposal.

CATEGORICAL PRETREATMENT STANDARDS. Pretreatment standards promulgated by U.S. EPA, specifying quantities or concentrations of pollutants or pollutant properties which may be discharged or introduced to the wastewater system by specific industrial users.

CITY. The City of Piqua, Ohio.

CITY MANAGER. The **CITY MANAGER** as provided for under the Charter of the city, or his or her duly authorized agent or representative.

COMBINED SEWAGE. A combination of sanitary sewage and storm water, with or without industrial wastes.

COOLING WATER. The water discharged from any system of condensation, air conditioning, cooling or refrigeration. It shall be free from odor and oil, and shall contain no polluting substances.

CONTROL AUTHORITY. (1) The POTW if it is under an approved pretreatment program; or (2) Ohio EPA if the POTW is not under an approved pretreatment program.

DEBT SERVICE CHARGE. The charge levied against the users of the sewage system for the retirement of and interest on bonds and/or notes authorized and issued by the city on construction of the sewage system facilities.

DEPARTMENT. The department established by the city for the purpose of managing and operating the wastewater system of the city.

ENGINEER. The City Engineer.

FEDERAL ACT. The Federal Water Pollution Control Act Amendments of 1972, as amended by the Clean Water Act of 1977, (Pub. L. 95-217) 33 USC 1251 et seq.; as well as any guidelines, limitations and standards promulgated by the U.S. EPA pursuant to the Act.

GARBAGE. Solid wastes from the preparation, cooking and dispensing of food, and from the handling, storage and sale of products.

GARBAGE, PROPERLY SHREDDED. The wastes from the preparation, cooking and dispensing of food that has been shredded to such a degree that all particles will be carried under the flow conditions normally prevailing in public sewers.

GOVERNMENTAL/INSTITUTION CLASS USER. Hospitals, nursing homes, schools; city, county, state or federal building or facilities that discharge wastewater into public wastewater treatment system works and facility.

HEALTH OFFICER. The City Health Commissioner or his or her duly authorized agent or representative.

HOLDING TANK WASTE. Any sanitary waste from holding tanks or chambers used in connection with boats, chemical toilets, campers, trailers, or other facilities from which sanitary wastes emanate. The definition includes sanitary wastes from septic tanks and vacuum pump tank trucks.

INDUSTRIAL USER or INDUSTRIAL DISCHARGER. Any user who discharges to the wastewater system any liquid wastes resulting from processes employed in industry or manufacturing, or from development of any natural resource.

INDUSTRIAL WASTES. The solid, liquid or gaseous waste resulting from any industrial manufacturing, trade or business process; or from the development, recovery or processing of natural resources, as distinct from sanitary sewage.

INTERFERENCE. A discharge which (alone or in conjunction with a discharge or discharges from other sources) does both of the following:

- (1) Inhibits or disrupts the POTW, its treatment processes or operations, or its sludge processes, use, or disposal.
- (2) Therefore is a cause of a violation of any requirements of the POTW's NPDES permit (including an increase in the magnitude or duration of violation) or of the prevention of sewage sludge use or disposal in compliance with the following statutory provisions and regulations or permits issued thereunder (or more stringent local regulations): Section 405 of the Clean Water Act, being 33 USC 1345; the Solid Waste Disposal Act (SWDA), being 42 USC 6901 et seq. (including Title II, more commonly referred to as the Resource Conservation and Recovery Act (RCRA)), and including state regulations contained in

any state sludge management plan prepared pursuant to Subtitle D of the SWDA, being 42 USC 6941 et seq., the Clean Air Act, being 42 USC 7401 et seq., and the Toxic Substance Control Act, being 15 USC 2601 et seq.

MAY is permissive.

Mg/l. Milligrams per liter.

NATURAL OUTLET. Any outlet into a watercourse, pond, ditch, lake or other body of surface or groundwater.

NEW SOURCE. Any building, structure, facility or installation from which there is or may be a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under Section 307(C) of the Act, being 33 USC 1317(c), which will be applicable to the source if these standards are therefore promulgated in accordance with that section, provided that:

- (1) The building, structure, facility or installation is constructed at a site which no other source is located;
- (2) The building, structure, facility or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source;
- (3) The production of wastewater generating processes of the building, structure, facility or installation are substantially independent of an existing source at the same site.

NORMAL WASTEWATER. Wastewater having an average concentration of not more than the following:

- (1) BOD (biochemical oxygen demand): 200 mg/l
- (2) SS (suspended solids): 250 mg/l

NPDES. National Pollutant Discharge Elimination System.

OPERATION AND MAINTENANCE. The cost incurred in the act of keeping all facilities for collecting, pumping, treating and disposing of sewage in a good state of repair and functioning properly including the replacement of the facilities when necessary.

OEPA. The Ohio Environmental Protection Agency.

PASSTHROUGH. A discharge which exits the POTW into waters of the state in quantities or concentrations which alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the POTW's NPDES permit (including an increase in the magnitude or duration of a violation.)

PERSON. Any individual, firm, company, association, society, corporation or group.

pH. The logarithm (base 10) of the reciprocal of the weight of hydrogen ions in grams per liter of solution. Low values indicate the presence of acids or acid-forming salts. High values indicate the presence of alkaline material. A pH of 7.0 is considered neutral.

POTW or **PUBLICLY OWNED TREATMENT WORKS.** That portion of the POTW that is designed to provide treatment (including recycling and reclamation) of municipal sewage and industrial waste.

PREMISES. Any parcel of real estate or portion of real estate, including any improvements, determined by the engineer to be a single user for purposes of receiving, using and paying for services.

PRETREATMENT. The reduction in the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less harmful state, prior to or in lieu of discharging pollutants to the wastewater system.

PRIVATE SEWER. A sewer which is not controlled by a public authority.

PUBLIC AUTHORITY. Any governmental entity having jurisdiction by law.

PUBLIC SEWER. A sewer owned and operated by a public authority.

REGULATIONS. Any word, provision, paragraph or section of this chapter unless otherwise defined.

RESIDENCE. A building or house erected or constructed on any lot, parcel of land or premises and used primarily for dwelling purposes.

SANITARY SEWER. A sewer which carries sanitary wastewater and/or industrial waste, and to which storm, surface and groundwaters are not intentionally admitted.

SANITARY WASTEWATER. Water-carried wastes from domestic conveniences such as toilets, urinals and sinks.

SEWER. A pipe, conduit, ditch or other device for carrying wastewater or storm water.

SHALL is mandatory.

SIGNIFICANT INDUSTRIAL USER.

- (1) Except as provided in division (2) below, the term **SIGNIFICANT INDUSTRIAL USER** includes:
 - (a) All industrial users subject to categorical pretreatment standards.
 - (b) Any other industrial user that discharges an average of 25,000 gpd or more of process wastewater to the POTW; contributes a process waste stream which makes up 5% or more of the average dry-weather hydraulic or organic capacity of the POTW treatment plant; or has a reasonable potential, in the opinion of the Director, to adversely affect the POTW's operation or for violating any pretreatment standard or requirement.
- (2) The Director may at any time, on his or her own initiative or in response to a petition received from an industrial user, determine that a noncategorical industrial user is not a **SIGNIFICANT INDUSTRIAL USER** if the industrial user has no reasonable potential to adversely affect the POTW's operation for violating any pretreatment standard or requirement.

SIGNIFICANT NONCOMPLIANCE. A violation which meets one of the following criteria.

- (1) Occurs in 66% or more of the samples measurements of any magnitude taken over a six-month period.
- (2) Exceeds the technical review criteria (TRC) for the same discharge limit in 33% or more of the samples measurements taken over a six-month period.
 - (a) TRC = 1.4 (40% exceedance) for BOD, TSS, fats, oils, grease.
 - (b) TRC = 1.2 (20% exceedance) for all other pollutants.
- (3) Causes alone or in combination with other discharges, interference or passthrough, including endangering POTW personnel or the public.
- (4) Endangers human health or the environment, or results in the POTW's exercise of its emergency powers.
- (5) A delay in meeting a compliance schedule milestone, such as failure to begin or complete construction or attain final compliance by 90 days or more.
- (6) Failure to submit any required report within 30 45 days of due date.
- (7) Failure to report noncompliance.
- (8) Any other violation(s) which the POTW considers significant.

SLUGLOAD. A discharge of any pollutant at a flow rate and/or pollutant concentration of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch discharge, that has a reasonable potential to cause interference (as defined in this section) or pass through, or in any other way violate the POTW's regulations, local limits or permit conditions.

STANDARD INDUSTRIAL CLASSIFICATION or **SIC.** The classification of users based on the 1972 *Standard Industrial Classification Manual*, as amended and supplemented, Office of Manpower and Budget of the United States of America.

STANDARD METHODS. The laboratory procedures specified in the latest edition of *Standard Methods for the Examination of Water and Wastewater*, prepared and published jointly by the American Public Health Association, the American Water Works Association, and the Water Pollution Control Federation.

STORM SEWER or **STORM DRAIN**. A sewer which carries storm and surface waters and drainage, but excludes sanitary wastewater and industrial wastes, other than unpolluted cooling water.

SUPERINTENDENT. The superintendent of the wastewater system or known as the POTW.

SUSPENDED SOLIDS or **SS**. Solids that either float on the surface of, or are suspended in, water, wastewater or other liquids; and which are removable by laboratory filtering as determined by standard methods.

TOXIC POLLUTANT. Any pollutant designated by federal regulations pursuant to Section 307 of the Act, being 33 USC 1317, as amended.

UNPOLLUTED WASTEWATERS or **CLEAN WASTEWATERS**. Those liquid wastes which meet the criteria established by the OEPA for effluents discharged to city watercourses.

U.S. EPA. The United States Environmental Protection Agency.

USER. Any person that discharges, causes, or permits the discharge of wastewater into a public sewer.

WASTES. Wastewater and all other substances (liquid, solid, gaseous or radioactive) associated with human habitation or of human or animal origin; or from any producing, manufacturing or processing operation of any nature, including substances placed within containers of any nature prior to, and for purposes of, disposal.

WASTEWATER. A combination of water-carried industrial waste, sanitary wastewater or any other waste, together with any ground, surface and storm water that may be present.

WASTEWATER SYSTEM. All facilities for collecting, pumping, treating and disposing of sanitary wastewater and industrial wastes.

WWTP - WASTEWATER TREATMENT PLANT. An arrangement of devices and structures used for treating wastewater.

WATERS OF THE STATE. Any water, surface or underground, including waters, within the boundaries of the state.

§ 51.03 GENERAL PROHIBITIONS.

- (A) It shall be unlawful for any person to place, deposit or permit to be deposited in an unsanitary manner upon public or private property within the city, or in any area under the jurisdiction of the city, any human or animal excrement, garbage or other objectionable waste.
- (B) It shall be unlawful to discharge, or cause to be discharged, to any natural outlet within the city, or in any area under the jurisdiction of the city, any sanitary wastewater, industrial wastes or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this chapter.
- (C) (1) Except as provided in this chapter, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool or other facility intended or used for the disposal of sanitary wastewater, except that all properly operating septic tanks and leaching fields in existence as of January 1, 1985, within 200 feet of a public sewer, may continue to be used until such time as they are in need of repair, replacement or in violation of division (A) of this section.
 - (2) No person, firm or corporation shall be permitted to connect to or discharge wastewater to the city sewage system unless it has been determined by the city that there is sufficient capacity in the system to collect, convey and treat the proposed wastewater discharge of that person, firm or corporation.
 - (3) Notwithstanding anything to the contrary, nothing in this chapter shall prohibit the use of temporary porta-john type toilet facilities used during construction or sporting events, festivals or such other events that are approved by the Health Department.

USE OF THE PUBLIC SEWERS

§ 51.15 CONNECTION REQUIRED.

The owner of all houses, buildings or premises used for human occupancy, employment, recreation or other purpose, situated within the city and abutting on any street, alley, easement or right-of-way in which there is or may, in the future,

be located a public sewer, is required, at his or her expense, to install suitable toilet facilities therein, connected directly with the proper public sewer, in accordance with the provisions of this chapter within 90 days after date of official notice of a violation of § 51.03(A) and (C), provided that the public sewer is within 200 feet of the property line.

§ 51.16 DISCHARGE OF SURFACE WATER.

- (A) (1) No person shall discharge or cause to be discharged, any storm water, surface water, groundwater, roof runoff, downspouts, subfoundation building drainage, unpolluted cooling water or unpolluted industrial process water to any sanitary sewer.
- (2) Subfoundation building drains connected to sanitary sewers before the effective date of these regulations shall be removed if it is established by the engineer that the connections are detrimental to the satisfactory operation of the wastewater system and that removal is cost-effective. The connections shall be prohibited after the effective date of these regulations and shall be considered illegal.
- (B) Storm water and all other unpolluted drainage shall be discharged to sewers specifically designated as storm sewers, or to a natural outlet approved by the engineer. Unpolluted industrial cooling water or unpolluted process waters may be discharged, upon approval by the engineer, to a storm sewer or natural outlet.

§ 51.17 DISCHARGE PROHIBITIONS.

- (A) *Prohibitions.* No person shall discharge, or cause to be discharged, any of the following described water or wastes to any public sewer:
 - (1) Any liquid or vapor which causes the influent temperature at the treatment plant to exceed 104°F (40°C).
 - (2) Any water, wastes, discharges of petroleum oil, nonbiodegradable cutting oil or products of mineral oil origin, if discharged in amounts that can cause passthrough or interference, or which may contain more than 100 mg/l of fat, oil or grease.
 - (3) Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas.
 - (4) Any garbage that has not been shredded to a degree that all particles will be carried freely under normal flow conditions prevailing in the public sewer.
 - (5) Any water or wastes containing substances that will solidify or become discernibly viscous at temperatures between 30 and 150°F, including but not limited to ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, paunch manure or any other solid or viscous substance capable of causing obstruction to the flow in sewers or other interference with the operation of the wastewater system.
 - (6) Any water or wastes having a pH lower than 5.5 or higher than 11.0, or having any other corrosive property capable of causing damage or hazard to structures, equipment and department personnel.
 - (7) Any water or wastes containing toxic pollutants in sufficient quantity to injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, or create any hazard in the receiving waters of the wastewater treatment plant.
 - (8) Any water or wastes containing suspended solids of such character and quantity that unusual attention or expense is required to handle the materials at the wastewater treatment plant.
 - (9) Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems, or capable of creating a public nuisance, hazard to life, or sufficient to prevent entry into the sewers for maintenance and repair.
 - (10) Any water or wastes which cause unsuitable sludge reclamation.
 - (11) Any water or wastes which cause a detrimental environmental impact or a nuisance in the waters of the state, cause a condition unacceptable to any public authority having regulatory jurisdiction over the wastewater system, or cause the quality of the wastewater treatment plant effluent to violate the NPDES permit limitations.
 - (12) Any water or wastes which cause discoloration, such that receiving water quality requirements, established by law, cannot be met.
 - (13) Any radioactive waste, except when the person is authorized to use radioactive materials by the State Department of Health or other governmental agency empowered to regulate the use of radioactive materials.
 - (14) Wastewater containing concentrations for cadmium, cyanide, nickel, copper, lead, zinc, chromium, and mercury in excess of current local limits on record in the *Industrial Pretreatment Program Local Limits Document* available at the Wastewater Treatment Plant and in the office of the City Engineer.
 - (15) Any water or wastes containing in excess of 0.02 mg/l total identifiable chlorinated hydrocarbons.

- (16) Any water or wastes containing in excess of 1.0 mg/l phenolic compounds.
 - (17) Pollutants which create a fire or explosion hazard to the POTW, including, but not limited to, waste streams with a closed cup flashpoint of less than 140°F or 60°C using the test method specified in 40 CFR 261.21.
 - (18) Any trucked or hauled pollutants, including industrial and or septic wastes, into any location of the sewer systems or POTW at any time.
 - (19) Any slugload, as defined in § 51.02, including oxygen demanding pollutants (e.g., BOD), released in a single extraordinary discharge episode of such volume or strength as to cause interference in the wastewater system as described in § 51.02 of this chapter.
- (B) *National categorical pretreatment standards.*
- (1) National categorical pretreatment standards, as promulgated by the U.S. EPA, pursuant to the Federal Act, as amended, are hereby adopted and shall be met by industrial users regulated by such standards. Where categorical pretreatment standards promulgated by the U.S. EPA, pursuant to the Federal Act, as amended, are more stringent than those specified in these regulations, the regulations shall be amended to adopt the more stringent standards. All users regulated by the more stringent standards shall be notified of any proposed regulation change prior to the effective date. Any change or new provision in these regulations shall include a reasonable time schedule for compliance.
 - (2) All users regulated by categorical standards shall be notified of any proposed regulation change prior to the effective date. Any change or new provision in these regulations shall include a reasonable time schedule for compliance.
 - (3) Where an industrial user subject to categorical pretreatment standards has not submitted a discharge report as required in § 51.48, he or she shall file a completed discharge report within six months after the promulgation of the applicable categorical pretreatment standards. Where the user has submitted an acceptable discharge report, he or she shall submit to the department any additional information required by the categorical pretreatment standards.
- (C) *Dilution.* No user shall increase the use of potable or process water in any way, nor mix separate waste streams for the purpose of diluting a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the standards set forth in these regulations.
- (D) *Right of revision.* The city reserves the right to amend these regulations to provide for more or less stringent limitations or requirements on discharges to the wastewater system where deemed necessary to comply with the objectives set forth in § 51.01 of this chapter.
- (E) *Review.* These regulations shall be reviewed annually by the engineer. If, in his or her opinion, changes or additions are required, he or she shall submit them to the City Manager for approval. Upon approval, the amendments shall be submitted to the City Commission for ratification as part of the codified ordinances of the city. There shall be a public notice of any proposed changes in these regulations.

§ 51.18 ENFORCEMENT.

- (A) *Discontinuation of service.* When an actual or threatened discharge presents a substantial danger to the health of persons or the environment, interferes with the operation of the wastewater system or violates any provision of these regulations, the department may discontinue wastewater treatment service or take any other lawful means to effect the abatement of any danger.
- (B) *Notification of violation.* Whenever the department finds that any user has violated any provision of these regulations, the engineer shall notify the user stating the nature of the alleged violation. If a user who has been notified to cease wastewater discharges fails to comply within the time specified by the engineer, the department shall discontinue wastewater treatment service by suspending water service or other appropriate means.
- (C) *Show cause hearing.* After receipt of notification to cease wastewater discharges or to abate any substantial danger to the health of persons or the environment, the user has the right to request a hearing before the department. If a hearing is requested, the department shall serve the user with a written notice specifying the time and place of the hearing.
- (D) *Right of appeal.*
 - (1) Any decision rendered by the department can be appealed in writing within 15 days to the Health Officer. The written request shall state the reasons for the appeal and specify what remedies are sought.

- (2) The Health Officer shall, within ten days after receipt of the written appeal notice, hold a hearing and decide the question. The hearing shall include testimony from all concerned persons. The Health Officer shall render a written decision within five days after completion of the hearing.
- (3) Within 15 days of receipt of the Health Officer's decision, the user may appeal to the Board of Health of the city. The written appeal notice shall be directed to the Health Officer who shall promptly transmit the appeal to the Board of Health. Upon giving not less than five business days' written notice to the appellant, a hearing shall be held before the Board of Health. After the hearing, the Board may, by a majority vote, affirm, reject or modify the decision of the Health Officer. The decision of the Board shall be made in writing within seven business days after the hearing and shall be final, except that further recourse may be had through statutory procedures.
- (E) *Reinstatement of service.* Prior to reinstatement of wastewater treatment service, all cost and expense incident to the city's discontinuation of service shall be borne by the user. The department shall reinstate service upon proof acceptable to the city that the noncomplying discharge condition has been eliminated.
- (F) *Termination of service.* The department may terminate wastewater treatment service to any user who fails to do the following:
 - (1) Report the wastewater constituents and characteristics of his or her discharge requested by the engineer.
 - (2) Permit reasonable access to his or her premises by department personnel for the purpose of inspection or monitoring.
 - (3) Comply with any provision of these regulations.
 - (4) Comply with the conditions of any order issued by city, state or federal officials with respect to these regulations.
- (G) *Annual publication.* Annually the engineer shall publish a list of all dischargers or significant industrial users which at any time during the previous 12 months were in significant noncompliance with applicable pretreatment requirements. For the purpose of this provision, an industrial user is in significant noncompliance if its violations meet one or more of the following criteria.
 - (1) Chronic violations of wastewater discharge limits, defined here as those in which 66% or more of all of the measurements taken during a six-month period exceed (by any magnitude) the daily maximum limit or the average limit for the same pollutant parameter.
 - (2) Technical Review Criteria (TRC) violations, defined here as those in which 33% or more of all the measurements for each pollutant parameter taken during a six-month period equal or exceed the product of the daily maximum limit or the average limit multiplied by the applicable TRC (TRC=1.4 for BOD, TSS, fats, oil and grease and 1.2 for all other pollutants except pH). Chronic and technical review criteria apply to SIUs but other SNC criteria can be grounds for finding a non-SIU in SNC. The chronic and technical review criteria are clarified as being applicable to each of an SIU's permitted monitoring points. The chronic and technical review criteria apply to violations of instantaneous limits. Violations of instantaneous limits or narrative standards that cause pass-through or interference are SNC. SNC criterion for violations that adversely affect the operation or implementation of the pretreatment program include violations of BMPs.
 - (3) Any other violations of a pretreatment effluent limit (daily maximum or longer term average) that the engineer determines has caused, alone or in combination with other discharges, interference or passthrough (including endangering the health of POTW personnel or the general public).
 - (4) Any discharge of a pollutant that has caused imminent endangerment of human health, welfare or to the environment or has resulted in the POTW's exercise of emergency authority to halt or prevent such a discharge.
 - (5) Failure to meet, within 90 days after the schedule data, a compliance schedule milestone contained in a wastewater discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance.
 - (6) Failure to provide, within 45 days after the due date, required reports such as Baseline Monitoring Reports, 90-day Compliance Reports, Periodic Self-monitoring Reports and reports on compliance with compliance schedules.
 - (7) Failure to report noncompliance.
 - (8) Any other violation or group of violations which the engineer determines will or has adversely affected the operation or implementation of the city's pretreatment program.
- (H) *Schedules of compliance.* When, in the opinion of the Superintendent, it is necessary for industrial users to install technology or provide additional operation and maintenance (O and M) to meet any condition of this chapter, the

Superintendent shall require the development of the shortest schedule by which the industrial user will provide this additional technology or O and M.

- (1) The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events. Under no circumstances shall any increment exceed nine months.
- (2) Not later than 14 days following each date in the schedule and the final date for compliance, the industrial user shall submit a progress report to the engineer including, at a minimum, whether or not it complied with the increment of progress to be met on that date and, if not, the date on which it expects to comply with the increment of progress, the reason for delay and the steps being taken by the industrial user to return to the schedule established.

PRIVATE SEWAGE SYSTEMS

§ 51.30 PRIVATE SEWAGE SYSTEMS.

Where a public sanitary sewer is not available under the provisions of § 51.15, the building sewer shall be connected to a private wastewater disposal system complying with the provisions of this subchapter.

- (A) Before beginning construction of a private wastewater disposal system, the owner shall first obtain a written permit signed by the Health Officer.
- (B) The application for the permit shall be made on a form furnished by the city, which the applicant shall supplement by any plans, specifications and other information deemed necessary by the Health Officer.

§ 51.32 INSPECTION REQUIRED.

A permit for a private wastewater disposal system shall not become effective until the installation is completed to the satisfaction of the Health Officer. He or she shall be allowed to inspect the work at any state of construction, and, in any event, the applicant for the permit shall notify the Health Officer when the work is ready for final inspection, and before any underground portions are covered. The inspection shall be made within 48 hours of the receipt of notice by the Health Officer.

§ 51.33 COMPLIANCE WITH RECOMMENDATIONS.

The type, capacities, location and layout of a private wastewater disposal system shall comply with all recommendations of the Department of Public Health of the State of Ohio.

- (A) *Minimum lot area.* No permit shall be issued for any private wastewater disposal system employing subsurface soil absorption facilities where the lot area is less than 1.5 acres. The foregoing area requirement may be altered by the Health Officer granting the permit when, in his or her judgment, the absorption characteristics of the soil on the lot justify such action. No septic tank or cesspool shall be permitted to discharge to any public sewer or natural outlet unless there is in connection therewith a proper leaching bed.
- (B) *Holding tank wastes.* No person shall discharge holding tank, septic tank or cesspool wastes into a sanitary sewer unless a permit is secured from the Health Officer. This permit shall state the specific location of discharge, the time of day the discharge is to occur, the volume of the discharge and the wastewater constituents. If a permit is granted for discharge of waste into a sanitary sewer, the person shall pay the applicable user charges and fees and shall meet any other conditions required by the Health Officer.
- (C) *Sewer design.* The size, slope, alignment, construction materials, trench, excavation and backfill methods, pipe placement, jointing and testing methods used in the construction and installation of a building sewer shall conform to the building and plumbing code or other applicable requirements of the city. In the absence of code provisions or in amplification thereof, the materials and procedures set forth in appropriate specifications of the ASTM and WPCF shall apply.

§ 51.34 OPERATION AND MAINTENANCE AT OWNER'S EXPENSE.

- (A) The owner shall operate and maintain the private wastewater disposal facilities in a sanitary manner at all times at no expense to the city.
- (B) No statement contained in this chapter shall be construed to interfere with any additional requirement that may be imposed by the Health Officer.

BUILDING SEWERS AND CONNECTIONS

§ 51.45 PERMIT REQUIRED FOR CONNECTION.

No unauthorized person shall uncover, make any connections with or opening into, use, alter or disturb any public sewer or appurtenance thereof without first obtaining the necessary city permits.

§ 51.46 PERMIT APPLICATION; FEES.

- (A) The owner or his or her agent shall make application for a building sewer permit. The permit application shall be supplemented by any plans, specifications or other information considered pertinent in the judgment of the Health Officer or his or her designated representative.
- (B) A permit and inspection fee of as noted in the chart below, for a building sewer permit shall be paid to the city at the time the application is filed, based upon the size of the water service.

Size	Fees
1-inch tap	\$350
1-1/2 inch tap	\$750
2-inch tap	\$1,400
3-inch tap	\$3,000
4-inch tap	\$5,000
6-inch tap	\$7,000
8-inch tap and above	\$10,000

§ 51.47 RESPONSIBILITY FOR COST.

- (A) All cost and expense incident to the installation and connection of the building sewer and lateral shall be borne by the owner. The owner shall indemnify the city from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer. The owner of premises served by a sewer shall be responsible for the operation, cleaning, maintenance, repair and reconstruction of the building sewer from the building to the point of connection with the public sewer.
- (B) Sewer main extensions, when constructed, shall be to the specifications of, and at no cost to the city. Waiver of the above minimum size requirements shall be considered by the City Commission upon request of the developer and recommendation of the City Engineer or his designee.
- (C) The developer or owners of benefitted property shall pay 100% of the cost of installation of the required minimum size sewer mains and appurtenances. Sizing required by the wastewater system in excess of the minimums will be at the cost of the wastewater system.
- (D) (1) Although the developer and/or owner is responsible for 100% of the cost for the construction of a new sewer main, the party who paid the construction costs may receive a prorated reimbursement for up to a ten year period commencing on the date the city accepts ownership of the sewer main. The reimbursement shall be from the new customer who will be serviced by the sewer main.
(2) The prorated reimbursement of the costs for the sewer main construction shall be based on lineal footage of the property frontage based on the formula defined herein. The total cost of the sewer main construction shall be divided by the lineal frontage to determine the cost per lineal foot. Said cost for per lineal foot shall then be multiplied by the total lineal frontage for the amount of reimbursement.

Example: Total cost of sewer main: \$100,000

Total L.F.: 500

$\$100,000 / 500 = \200 per L.F.

\$200 x 75 L.F. (frontage) = \$15,000 prorated reimbursement

- (3) The city shall not be held in any way responsible for any consumer's amount of prorated reimbursement should the reimbursement not be paid. Failure to pay would be subject to a civil action between the developer seeking reimbursement and the consumer who failed to pay.
- (E) Sewer mains will be accepted into the water system, and ownership transferred to the city, after the project is complete, all inspections have been completed and passed, and the final punch-list has been satisfied by the City Engineer or his designee. Upon the city officially accepting the completion of the sewer main project, the maintenance bond will be executed, providing a minimum of a one-year period to ensure there is no construction or other defaults with the sewer main.

§ 51.48 SEPARATE SEWER FOR EACH BUILDING; EXCEPTION.

- (A) (1) A separate and independent building sewer shall be provided for every building.
- (2) Where one building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard or driveway, the building sewer from the front building may be extended to the rear building and the whole considered as one building sewer.
- (B) Old building sewers may be used in connection with new buildings only when they are found, on examination and test by the Health Officer, to meet all the requirements of this chapter.

§ 51.49 CONSTRUCTION STANDARDS AND SPECIFICATIONS.

All construction standards, sewer specifications, connection regulations and inspections shall comply with the city's "Standard Drawings and Specifications for Construction" passed by Ordinance 41-81, July 6, 1981.

§ 51.50 GREASE, OIL AND SAND INTERCEPTORS.

- (A) Grease, oil and sand interceptors shall be provided when, in the opinion of the Health Officer, they are necessary for the proper handling of liquid wastes, containing grease in excessive amounts, or any inflammable wastes, sand and other harmful ingredients. However, interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the Health Officer and shall be located to be readily accessible for cleaning and inspection.
- (B) Grease, oil and sand interceptors shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperature. They shall be of substantial construction, watertight and equipped with easily movable covers which shall be gastight and watertight when bolted in place.
- (C) Where installed, all grease, oil and sand interceptors shall be maintained by the owner, at his or her expense, in continuously efficient operation at all times.

§ 51.51 WASTE EMITTED INTO PUBLIC SEWERS.

- (A) The admission into public sewers of any water or wastes having any of the following properties shall be subject to the review and approval of the engineer or his or her designated representative.
 - (1) A five-day BOD greater than 200 mg/l.
 - (2) More than 250 mg/l of suspended solids.
 - (3) Any quantity of substances having characteristics or constituents in violation of the regulations contained herein, except that approval may not be given for any waste in violation of federal regulations.
- (B) Where necessary in the opinion of the engineer, the user shall provide, at his or her expense, such pretreatment as may be necessary to do the following.
 - (1) Reduce the BOD and suspended solids to levels denoted in divisions (A)(1) and (2) of this section.
 - (2) Reduce objectionable characteristics or constituents in violation of the regulations contained herein.
 - (3) Control the quantities and rates of discharge of such water or wastes.
 - (4) Adjust the pH to fall within the range of 5.5 to 11.0.
- (C) Plans, specifications, operating procedures, a completion schedule and any other pertinent information relating to proposed pretreatment facilities shall be submitted for the approval of the engineer. No construction of facilities shall commence until written approval by the engineer is obtained. Any subsequent changes in the pretreatment facilities or operating procedures shall be submitted to and be approved by the engineer before the changes are made.

- (D) In the case of categorical industries, as defined in § 51.02, a compliance report must be submitted within 90 days after the final compliance date of the categorical standards (40 CFR 403.12 (d)). In the case of new source dischargers as defined in § 51.02, this report must be submitted within 90 days of commencing discharge. Baseline data reports for new source discharges must be submitted at least 90 days prior to discharging.

§ 51.52 PRETREATMENT FACILITIES MAINTENANCE EXPENSE.

Where pretreatment facilities are provided for any water or wastes, they shall be maintained continuously in satisfactory and effective operation by the user at his or her expense.

§ 51.53 CONTROL MANHOLE.

When required by the engineer, the owner of any premises served by a building sewer carrying industrial wastes shall install a suitable control manhole in the building sewer to facilitate observation, sampling and measurement of the wastes. The manhole, when required, shall be accessible and safely located and shall be constructed in accordance with plans approved by the engineer. The manhole shall be installed by the owner at his or her expense, and shall be maintained by him or her so as to be safe and accessible at all times.

§ 51.54 MONITORING; REPORTS; TEST SITES.

(A) *Monitoring.*

- (1) All measurements, tests and analysis of the characteristics of water and wastes referred to in this chapter shall be determined in accordance with 40 CFR 136 methodology, as stated in the general pretreatment regulations (40 CFR 403.14(g)). Where 40 CFR 136 does not include sampling or analytical techniques for the regulated pollutants, alternative procedures shall be approved by the Superintendent. All measurements, tests, and analysis of the characteristics of wastewater performed by an industrial user shall be at the user's expense.
- (2) Where necessary, in the opinion of the engineer, a user shall provide, at his or her expense, all measurements, test and analysis of the characteristics of wastewater referred to in these regulations.
- (3) The sampling requirements for initial compliance reports are the same as baseline monitoring report.
- (4) Periodic compliance reports (IU self-monitoring reports) specifically require grab samples for pH, hexavalent chromium, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds.
- (5) Except for those pollutants that are required to be measured by grab samples, all other pollutants will be measured by flow-proportional sampling unless justification for an alternate sampling type, representative of the discharge, is documented in the industrial user file. The industrial user shall bear the cost of any and all control authority sampling that is done for flow-proportional sampling requirements.
- (6) Multiple grab samples collected during a 24-hour period may be composited prior to the analysis as follows: for hexavalent chromium, cyanide, total phenols, and sulfides, the samples may be composited in the laboratory or in the field; volatile organics and oil and grease samples may be composited in the laboratory. Protocols, including appropriate preservation, specified in 40 C.F.R. 136 and appropriate U.S. EPA guidelines shall be followed.
- (7) The control authority may now require an industrial user to install flow monitoring facilities, instruments, and recording devices to enable accurate measurement of flows as determined to be necessary and the industrial user shall bear all costs of such requirements.
- (8) If a violation is detected through sampling and analysis conducted by the control authority in lieu of the industrial user, the control authority shall perform the repeat sampling and analysis within 30 days of becoming aware of the violation, unless it notifies the user of any violation and requires the user to perform the repeat sampling and analysis.

(B) *Discharge permit application.*

- (1) It shall be unlawful to discharge industrial wastes into the POTW without first submitting a complete discharge permit application. Existing industrial users shall submit a discharge permit application within 90 days of the effective date of this chapter. New source dischargers shall file a discharge permit application at least 90 days before connecting to or commencing discharge to the POTW. The information on the application shall include the following:
 - (a) Name and address of applicant.
 - (b) A list of any environmental control permits held by the facility.

- (c) A description of operations, including the nature, rate of production and Standard Industrial Classification (SIC) of the operation(s). This description shall include a schematic process diagram which indicates the point(s) of discharge to the POTW.
 - (d) Measured average daily and maximum flows of regulated process streams and other non-regulated streams.
 - (e) Results of sampling and analysis of regulated pollutants from each regulated process. For pH, cyanide, total phenols, oil and grease, sulfide and volatile organics, a minimum of four grab samples must be analyzed. For all other pollutants a minimum of one 24-hour flow-proportional composite sample must be obtained. Samples shall be taken immediately downstream of pretreatment facilities if they exist or immediately downstream of regulated processes if no pretreatment facilities exist. The samples shall be representative of the daily operation.
 - (f) Raw materials utilized and their amounts.
 - (g) Type and amount of product produced. For industrial users subject to equivalent mass or concentration limits established by the Superintendent, this report shall include a reasonable measure of the user's long term production rate. For industrial users subject to production based standards, this report shall include the user's actual production during the appropriate sampling period.
 - (h) Where additional pretreatment and/or operation and maintenance activities will be required to comply with this chapter, the discharger shall provide a declaration of the shortest schedule by which the discharge will provide additional pretreatment according to the conditions in § 51.18(H).
 - (i) This report shall include the certification statement and shall be signed by an authorized representative of the discharger as defined in division (D) of this section.
- (C) *Compliance reports.*
- (1) Any industrial user subject to categorical pretreatment standards shall submit a report indicating whether the user has achieved compliance. This report is to be submitted to the Superintendent within 90 days following the date for final compliance with applicable categorical pretreatment standards or in the case of a new source discharger following commencement of the introduction of wastewater into the POTW. This report shall include the certification statement and shall be signed by an authorized representative of the discharger as defined in division (D) of this section. The following information shall be included.
 - (a) The average daily and maximum flows of regulated process streams and other non-regulated streams.
 - (b) Results of sampling and analysis of regulated pollutants from each regulated process. For pH, cyanide, total phenols, oil and grease, sulfide and volatile organics, a minimum of four grab samples must be analyzed. For all other pollutants a minimum of one 24-hour flow-proportional composite sample must be obtained. Samples shall be taken immediately downstream of pretreatment facilities if they exist or immediately downstream of regulated processes if no pretreatment facilities exist. The samples shall be representative of the daily operation.
 - (c) For industrial users subject to equivalent mass or concentration limits established by the Superintendent, this report shall include a reasonable measure of the user's long term production rate. For industrial users subject to production based standards, this report shall include the user's actual production during the appropriate sampling period.
 - (d) A statement indicating whether pretreatment standards are being met on a consistent basis, and if not, a statement indicating whether additional pretreatment or operation and maintenance will be required to meet the pretreatment standards.
 - (e) When determined to be necessary by the Superintendent the report shall also have attached all documentation establishing compliance with a BMP.
 - (2) (a) All industrial users shall submit periodic compliance reports indicating the nature and concentration of pollutants in their discharge. The frequency of reporting shall be prescribed in the industrial user's discharge permit.
 - (b) Results of sampling above the minimum required shall also be reported if analyses were conducted according to the methodology in divisions (A) of this section. Where the results of self-monitoring indicate a violation of pretreatment standards, the industrial user shall notify the Superintendent within 24 hours of becoming aware of the violation. The user shall also resample for the pollutant(s) in violation, and report the results of resampling within 30 days of becoming aware of the initial violation.
 - (c) These reports shall include the certification statement and be signed by an authorized representative of the discharger as defined in division (D) of this section.

(D) *Reports to be signed by authorized representative.*

- (1) Baseline Monitoring Reports, 90-Day Compliance Reports and Periodic Compliance Reports must all be signed by an authorized representative. All reports required under this section shall include the following certification statement.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

- (2) Additionally, all reports shall be signed by:

- (a) A president, secretary, treasurer or vice-president of the corporation;
- (b) A general partner or proprietor if the industrial user is a partnership or sole proprietorship respectively; or,
- (c) A duly authorized representative of this section if the authorization is previously made in writing to the Superintendent.

- (3) In order to be eligible to sign, a manager is required to be authorized to make management decisions that govern the operation of the regulated facility, including having the explicit or implicit duty of making major capital investment recommendations, and of initiating and directing other comprehensive measures, to assure long-term environmental compliance with environmental laws and regulations. The signatory must also be responsible for ensuring that the necessary systems are established or that the necessary actions are taken to gather complete and accurate information for control mechanism requirements. The signatory must be assigned or delegated the authority to sign documents in accordance with corporate procedures and meet the rule specifications as described in OAC 3745-306-6 Signatory Requirements.

- (E) For a violation of this section, see § 51.99 Penalty.

§ 51.55 SPECIAL AGREEMENTS OR ARRANGEMENTS.

No statement contained in this chapter shall prevent any special agreement or arrangement between the city and a user whereby a waste of unusual strength or character may be accepted by the city for treatment, subject to payment by the user, except that in no case may any special agreement permit a violation of any federal regulation.

§ 51.56 PROTECTION FROM DAMAGE; ACCIDENTAL DISCHARGE; UPSETS.

- (A) *Protection from damage.* No unauthorized person shall maliciously, willfully or negligently damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is a part of the wastewater system.
- (B) *Accidental discharge.* Each user, at his or her expense, shall provide protection from accidental discharge of prohibited materials. Users shall notify the superintendent immediately upon the occurrence of a slugload, or accidental discharge of prohibited materials. This notification shall be followed, within five days of the date of occurrence, by a detailed written statement describing the cause of the discharge and the remedial measures in effect. Notification shall not relieve the user of liability for any expense, loss or damage to the wastewater system. The cost of treating the discharge shall be paid by the user.
- (C) *Operating upsets.*
- (1) Any industrial user who finds his or her pretreatment processes temporarily in a state of noncompliance with these regulations, due to factors beyond his or her reasonable control, shall inform the department as soon as possible, but not later than 24 hours following the start of the operating upset. Where information is given orally, the user shall file a written follow-up report with the department within five days. The report shall:
- (a) Describe the incident, its cause and its impact on the user's compliance status;
 - (b) Give the duration of noncompliance, including exact dates and times of noncompliance. If the noncompliance continues, the time by which compliance is reasonably expected to occur;
 - (c) All steps taken or to be taken to reduce, eliminate and prevent recurrence of the conditions of noncompliance.

- (2) All industrial users shall promptly notify the city in advance of any substantial changes in the volume or character of pollutants in their discharge, including the listed or characteristic hazardous waste for which the industrial user has submitted initial notification under 40 CFR 403.12 (p).
- (3) Bypassing or diverting of wastewater from an industry is prohibited unless the following apply:
 - (a) Bypass is unavoidable to prevent loss of life, personal injury, or severe property damage.
 - (b) There were no feasible alternatives to the bypass.
 - (c) The permittee shall submit notification of bypass as follows:
 - 1. If the permittee knows in advance of the need to bypass, it shall submit prior notice, if possible, at least ten days in advance of the bypass.
 - 2. The permittee shall submit notice of any unanticipated bypass within one hour of the bypass, to the POTW.
 - (d) That bypass is for essential maintenance to assure efficient operation.
- (4) The director may approve the discharge if it is determined that no adverse effects will harm the wastewater system.
- (5) The permittee may allow any bypass to occur which does not cause the effluent limitations to be exceeded.

§ 51.57 WASTEWATER DISCHARGE PERMITS.

Wastewater discharge permits shall be expressly subject to all provisions of this chapter and all other applicable regulations, user charges and fees established by the city. Permits may contain the following:

- (A) Limits on wastewater constituents and characteristics;
- (B) Limits on the rate and time of discharge or requirements for flow regulations and equalization;
- (C) Requirements for installation and maintenance of inspection and sampling facilities;
- (D) Monitoring and reporting requirements;
- (E) Schedule of compliance;
- (F) Notification requirements for accidental discharges, upsets and substantial changes in discharge; and
- (G) Other conditions as deemed appropriate by the city to ensure compliance with this chapter.
- (H) Provisions for Best Management Practices as an enforceable limit.
- (I) Requirements to control slug discharges, if determined by the Superintendent to be necessary. If a slug load discharge control plan is determined to be required, the plan must be specifically referenced or otherwise incorporated into the IU's control mechanism permit. The review period for slug discharge control plans shall be once per permit cycle. If the POTW decides that a slug plan is needed, the plan shall, at a minimum, contain the following elements:
 - (1) Description of discharge practices, including non-routine batch discharges;
 - (2) Description of stored chemicals;
 - (3) Procedures for immediately notifying the POTW of slug discharges, including any discharge that would violate a prohibition under paragraph (B) or rule 3745-3-04 of the Ohio Administrative Code, with procedures for follow-up written notification within five days; and
 - (4) If necessary, procedures to prevent adverse impact from accidental spills, including inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of wastewater discharge, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants (including solvents), or measures and equipment for emergency response.
- (J) Each user must notify the Superintendent of any significant changes to the user's operations or system that affects the potential of a slug discharge, which might alter the nature, quality, or volume of its wastewater at least 30 calendar days before the change.

INSPECTIONS; ORDERS

§ 51.70 AUTHORITY OF INSPECTORS.

- (A) The Health Officer, Engineer, Superintendent and other duly authorized employees of the city bearing proper credentials and identification, shall be permitted to enter upon all premises without advance notice to conduct inspection, observation, measurement, sampling and testing in accordance with the provisions of this chapter.
- (B) POTW personnel shall have authority to inspect and copy industrial user records, as specified in the general pretreatment regulations, 40 CFR 403.8(f)(1)(v).

§ 51.71 ENFORCEMENT ORDERS.

- (A) The city shall issue orders, through its authorized officials, to industrial users to convey industrial discharge requirements and reporting requirements.
- (B) The City Manager may issue orders to any industrial user to require compliance with any requirements under this chapter, including applicable categorical pretreatment standards, other discharge limits and reporting requirements.

RATES; METERS; ADMINISTRATION

§ 51.80 WASTEWATER SERVICE CHARGE.

- (A) There is hereby levied and assessed wastewater service charges on each lot, parcel of land, building or premises having any sewer connections with the sanitary sewer system of the city, or otherwise discharging wastewater, industrial wastes, water or other liquids, either directly or indirectly into the city wastewater system. References in this chapter to the city shall mean the wastewater department, city manager, city engineer, finance director and their delegates. The wastewater service charges shall consist of the base charge, volume charge, strength surcharge and industrial waste surveillance charge as follows.
 - (1) *Base charge.* The flat rate fee charged to each account regardless of volume of wastewater. This includes the first 1,000 gallons.
 - (2) *Volume charge.*
 - (a) The service charge based on the volume of standard strength wastewater and charged to all accounts in addition to the base charge, for volume in excess of 1,000 gallons.
 - (b) Standard strength wastewater shall include the maximum strength as follows.
BOD (5 day): 200 mg/l
Suspended Solids: 250 mg/l
 - (3) *Strength surcharge.* The charge based on the pounds of BOD and suspended solids in excess of the amount in standards strength wastewater and charged to all industrial accounts in addition to all other charges.
 - (4) *Industrial waste surveillance charge.* The flat rate fee charged to each industrial class account in addition to all other charges.
- (B) The classes of users shall be as follows. A user in the divisions listed may be excluded if it is determined that it will introduce primarily segregated domestic wastes or wastes from sanitary conveniences. The city engineer shall have the authority to determine the class of each user.
 - (1) *Domestic class.* Shall include all single or multiple-unit residential accounts with domestic type wastewater only (defined as wastes from water closets, lavatories, sinks, bathtubs, showers, household laundries, cellar floor drains, and other sources associated with domestic households). A residence which includes a commercial establishment shall be considered a domestic account if the wastewater produced is primarily domestic in nature, and the flow contributed by the commercial activities of the establishment is a secondary flow of the sewer connection, and does not exceed the standards for standard strength wastewater.
 - (2) *Commercial class.* Shall include all nonresidential accounts that are not required to be in the industrial class.
 - (3) *Industrial class.* Shall include all accounts with nondomestic-type wastewater, the account meeting the criteria of the Federal Water Pollution Control Act of 1972 (Pub. L. 92-500) as interpreted by the U.S. EPA Rules and Regulations published in the Federal Register (Vol. 38, No. 161) on Tuesday, August 21, 1973, as follows: Sec. 35.905-19, Industrial user. Any nongovernmental user of publicly-owned treatment works identified in the *Standard Industrial Classification Manual*, 1972, Office of Management and Budget, as amended and supplemented, under the following divisions.
 - (a) Division A: Agriculture, forestry and fishing.
 - (b) Division B: Mining.
 - (c) Division D: Manufacturing.
 - (d) Division E: Transportation, communications, electric gas and sanitary services.
 - (e) Division I: Services.
 - (4) *Governmental/institutional class user.* Hospitals, nursing homes, schools, city, county, state or federal buildings or facilities that discharge wastewater into public wastewater treatment works or facilities.

§ 51.81 WASTEWATER SERVICE FEES.

(A) Base charge per month - includes first 1,000 gallons

	Operation and Maintenance	Capital Cost	Effective 10-1-2007	Effective 1-1-2008	Effective 1-1-2009	Effective 1-1-2010
Base charge	\$2.31	\$7.35	\$10.63	\$11.69	\$12.75	\$13.89

(B) Volume charge (per 1,000 gallons):

	Operation and Maintenance	Capital Cost	Effective 10-1-2007	Effective 1-1-2008	Effective 1-1-2009	Effective 1-1-2010
Domestic Class	\$1.02	\$2.03	\$3.36	\$3.70	\$4.03	\$4.39
Commercial Class	\$1.19	\$1.70	\$3.18	\$3.50	\$3.81	\$4.16
Industrial Class						
First 1,000,000 gallons	\$0.98	\$1.47	\$2.70	\$2.97	\$3.24	\$3.53
Over 1,000,000 gallons	\$0.93	\$0.67	\$1.76	\$1.94	\$2.11	\$2.30

	Effective 10-1-2007	Effective 1-1-2008	Effective 1-1-2009	Effective 1-1-2010
Biochemical oxygen demand per 100 lbs	\$12.10	\$13.31	\$14.51	\$15.81
Suspended solids per 100 lbs	\$13.09	\$14.40	\$15.69	\$17.11

(C) Industrial waste surveillance charge (per month):

2007	2008	2009	2010
\$93.50	\$102.85	\$112.11	\$122.20

(D) (1) All charges for users situated outside the corporate limits of the city (except for city departments) shall be 115% of the above charges.

- (2) Customers who are located outside of the city corporate limits will receive city rates if all of the following are satisfied:
 - (a) The customer is a government entity legally created under the State of Ohio;
 - (b) The customer has signed an annexation agreement at the city's request that it will annex immediately on becoming contiguous to the city; and
 - (c) 75% of the primary business of the customer is physically located within the city limits at the time the customer commences using city water.
- (E) Delayed payment charge. Five percent of the balance due shall be added if not paid within the net payable date for the service.
- (F) *Service call.* For all service calls outside normal duty hours, a charge of \$60 may be made. For all service calls within normal duty hours, a charge of \$25 may be made. For non-routine service calls outside the normal duty hours, the city will bill the customer the full cost if not the responsibility of the city.
- (G) Wastewater discharge from septic tank services, recreational vehicles, portable toilet services and other batch-type discharges to the wastewater treatment plant superintendent. Charges will be at a rate of \$0.15 per gallon, based on tank size.
- (H) Each user is to be notified at least annually, in conjunction with a regular bill, of the rate and that portion of the sewer service charge which is attributable to OM&R costs of the wastewater treatment services.
 - (I) *Meter test fee.* If a meter registers within the accuracy limits, a \$50 fee will be charged.

§ 51.82 EXTRA STRENGTH VOLUME.

The standard strengths for BOD and suspended solids, as shown in § 51.80, shall be subtracted from the strengths measured by appropriate sampling to determine the extra strengths of each industrial class user for each strength surcharge billing period. These results shall be used to determine the weight in pounds for BOD and suspended solids to be charged for strength surcharge. The extra strengths shall be determined by the wastewater treatment plant from tests by the city or such other tests as may be approved by the city.

§ 51.83 METERS.

- (A) In the event a lot, parcel of land, building or premises discharging wastewater, industrial wastes, water or other liquids into the city's wastewater system either directly or indirectly is a user of water, the quantity of water used shall be measured by a water meter acceptable to the city. In each case, the quantity of water used, as measured by the meter, shall be used to determine the wastewater charge or rental as provided in this chapter.
- (B) In the event a lot, parcel of land, building or premises discharging sanitary wastewater, industrial wastes, water or other liquids into the city's wastewater system, either directly or indirectly, is a user of water and the quantity of water used is not measured by a water meter or is measured by a water meter not acceptable to the city, then, in each case, the owner or other interested party shall, at his or her own expense, install and maintain a water meter acceptable to the city. The quantity of water used, as measured by the meter, shall be used to determine the wastewater charge or rental as provided in this chapter.
- (C) (1) Upon request, the city may determine that additional metering may be installed to measure water usage that does not enter the sanitary wastewater system. The cost of additional meters and all installation costs shall be paid by the user.
 - (2) All such meters shall be installed to city specifications and shall be located as near as practicable to the regular service meter. The water department may require relocation of the regular service meter for its convenience prior to approval of this type of installation.
 - (3) These meters shall be treated as separate services, with current published water rates applied. No charge for wastewater service will be made on water flowing only through the meters for water use.

§ 51.84 INDUSTRIAL EXEMPTIONS.

In the event a lot, parcel of land, building or premises discharging sanitary wastewater, industrial wastes, water or other liquids into the city's wastewater system, either directly or indirectly, is an industry and it can be shown, to the satisfaction of the city, that a portion of the water, as measured by the water meter or meters, does not and cannot enter the wastewater system, that portion not entering the city's wastewater system may be exempt from the wastewater charge or rental. The

city shall make the final determination of any portion of water not entering the wastewater system and not subject to wastewater charge or rental.

§ 51.85 PAYMENT OF CHARGES.

- (A) The wastewater charge or rental provided in this chapter shall be payable monthly at the office of billing and collections in the Finance Department upon statements rendered in the method, manner and form as may be provided by the office.
- (B) Each charge or rental levied by or pursuant to this chapter is made a lien upon the corresponding lot, land or premises served by a connection to the sanitary wastewater system of the city, and if the same is not paid as hereinbefore provided, it shall be certified to the County Auditor, who shall place the same on the tax duplicate of the county with interest and penalties allowed by law, and shall be collected as other taxes are collected.

§ 51.86 CONTRACTS OUTSIDE CITY LIMITS.

The City Manager is hereby authorized to enter into agreements to be ratified and confirmed by the City Commission with the county and with cities and villages and with corporations and individuals whose premises are located outside the corporate limits of the city, who desire to discharge wastewater, industrial wastes, water or other liquids into the city's wastewater system; which agreements shall fix the terms and conditions under which wastewater, industrial wastes, water or other liquids may be discharged into the wastewater system, and shall be in conformity with the other sections of this chapter and city service rules and regulations.

§ 51.87 REVIEW OF RATES.

Each year the department and the City Manager or his designee shall consider service charges. These considerations shall be in accordance with the following requirements.

- (A) The rates shall cause the distribution of the costs of operation and maintenance of the wastewater system within the city's jurisdiction to each user class in proportion to the user's contribution to the total wastewater loading of the wastewater system. Factors such as strength, volume and delivery flow rate characteristics shall be considered and included as the basis for the user's contribution, to ensure a proportional distribution of operation and maintenance (including replacement) costs to each user's class.
- (B) The rates shall be reviewed annually and revised periodically to reflect actual wastewater system operation and maintenance costs.
- (C) The rates shall generate sufficient revenue to offset the costs of all wastewater system operation and maintenance.

§ 51.88 CONFIDENTIAL INFORMATION.

All information, data, questionnaires, applications, monitoring programs and inspections shall be available to the general public without restriction, unless the user specifically requests and demonstrates to the satisfaction of the engineer that the release of this information would divulge information, processes or methods which would be detrimental to his or her competitive position. Wastewater constituents and characteristics shall not be considered confidential information.

§ 51.89 RECORDS RETENTION.

All users subject to this chapter shall retain any records, books, documents, memoranda, reports, correspondence, and any and all summaries thereof, relating to monitoring, sampling, and chemical analyses made by or in behalf of a user in connection with its discharge, for a period of not less than three years. All records which pertain to matters subject to an administrative action or any other enforcement or litigation activities shall be retained by the user until all enforcement activities have concluded and all periods of limitations with respect to any appeals have expired.

§ 51.90 FALSIFICATION OF INFORMATION.

Any person who knowingly makes any false statements, representation or certification in any application, record, report, plan or other document filed or required to be maintained pursuant to these regulations, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required herein, shall, upon conviction, be punished by the imposition of a civil penalty.

§ 51.91 DISCOUNT FOR SENIOR CITIZENS.

All charges for wastewater consumers in the city (1) whose head-of-household and/or spouse is at least 62 years old or disabled, (2) qualifies for the most current income guidelines of Ohio's Home Energy Assistance Program (HEAP), shall receive a 5% discount on the electric portion of their monthly utility bill. They shall be exempt from the 5% penalty assessed for late payment.

§ 51.99 PENALTY.

- (A) Whoever violates any provision of this chapter, for which no other penalty is already provided, beyond the time limit provided in the notice, shall be fined not less than \$100 nor more than \$1,000 for each violation. Each day's violation shall constitute a separate offense.
- (B) Whoever violates any provision of this chapter shall become liable to the city for any expense, loss or damage occasioned the city by reason of the violation.

SECTION 2. All other sections of Chapter 51 of the Piqua Municipal Code not amended herein shall remain in effect as is and Section 51.02 shall be repealed.

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

1st Reading 4-19-16

2nd Reading 5-3-16

KATHRYN B. HINDS, MAYOR

PASSED: _____

ATTEST: _____

REBECCA J. COOL
CITY COMMISSION CLERK

ORDINANCE NO. 5 -16

AN ORDINANCE AUTHORIZING THE SUBMISSION OF A PROPOSED AMENDMENT TO PIQUA CHARTER SECTION 4 THE COMMISSION

WHEREAS, the Ohio Revised Code was amended to further define the reasons a public body can adjourn into executive session; and

WHEREAS, the City of Piqua desires to amend its Charter to be consistent with Ohio Revised Code Section 121.22 as it applies to municipal governments; and

WHEREAS, there is a need to be able to discuss economic development as defined by Ohio Revised Code Section 121.22(G)(8) in executive session to further the economic development of the City of Piqua.

NOW THEREFORE, BE IT RESOLVED by the Commission of the City of Piqua, Miami County, Ohio, the majority of all members elected thereto concurring, that (proposed language is underlined):

SECTION 1. The City Commission requests that the Miami County Board of Elections place on the ballot for the 2016 November General Election the question whether the electorate is for or against amending Charter Section 4 as follows:

SECTION 4 MEETINGS OF THE COMMISSION.

At seven-thirty o'clock P.M. on the first Tuesday in January following a regular municipal election the commission shall meet at the usual place for holding commission meetings and the newly elected members shall assume the duties of office. Thereafter the commission shall meet at such times as may be prescribed by ordinance or resolution, but not less frequently than once each month. Special meetings may be held upon vote of the commission taken in any regular or special meeting and, also, shall be called by the clerk upon the written request of the mayor, the city manager or two members of the commission. Any such vote or request shall state the subject to be considered at the special meeting and no other subject shall be there considered. Except for executive sessions not open to the public, all meetings of the commission and of the committees thereof shall be open to the public, and the rules of the commission shall provide that citizens of the city shall have a reasonable opportunity to be heard at any such meeting in regard to any matter considered thereat.

The members of the commission may hold an executive session only after a majority of its quorum determines by a roll call vote to hold such a session and only at a regular or special meeting for the sole purpose of the consideration of any of the following matters:

A. To consider the appointment, employment, dismissal, discipline or compensation of the City Manager, or City Clerk;

B. To consider pending or imminent litigation;

- C. To prepare for and review negotiations on compensation or other terms and conditions of employment for City personnel;
- D. To consider matters regarded as confidential by federal law or rules or state statutes;
- E. To consider specialized details of security arrangements;
- F. To consider the purchase or sale of property for public purposes;
- G. To consider the compensation or discipline of a City employee;
- H. To consider details related to the security arrangements and emergency response protocols for the City of Piqua or an event where the City of Piqua is involved in the security, if disclosure of the matters discussed could reasonably be expected to jeopardize the security of the City of Piqua or the event being held in the City of Piqua;
- I. To consider confidential information related to economic development as further defined by Ohio Revised Code Section 121.22(G)(8) or as amended;
- J. To consider other matters as specifically authorized by Ohio Revised Code Section 121.22 as it specifically applies to municipalities.

SECTION 2. The proposed amendment shall be submitted to a vote of the electors on the November general election 2016 election in the City of Piqua.

SECTION 3. The ballot for said election shall, at the top thereof, be entitled "City of Piqua Charter Amendment Section 4 Meetings of Commission", and the question to be submitted shall be as follows:

Shall Charter Section 4 be amended to clarify that the Commission may meet in executive session to discuss emergency management, economic development and other areas only as specifically defined and authorized by the Ohio Revised Code?

To the left of said wording, in boxes with appropriate places for the marking, shall appear the words, "For the Ordinance" and "Against the Ordinance" for each elector to indicate his vote in the manner and place provided.

SECTION 4. The City Manager shall cause notice of the proposed amendment as well as the time and place of the election to be published in the Piqua Daily Call for a period of two consecutive weeks.

SECTION 5. The Clerk of this Commission shall certify a copy of this Ordinance to the Board of Elections of Miami County, Ohio.

SECTION 6. This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

1st Reading 4-19-16

2nd Reading 5-3-16

KATHRYN B. HINDS, MAYOR

PASSED: _____

ATTEST: _____

REBECCA J. COOL
CITY COMMISSION CLERK

ORDINANCE NO. 6-16

**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 2015 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 2015 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 2015 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 is declared an emergency for the immediate preservation of the public peace, health or safety in the City of Piqua and so that the public is aware and the Codified Ordinances are consistent with the tax codes that were adopted and effective January 1, 2016.

KATHRYN B. HINDS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

ORDINANCE NO. 7-16

AN ORDINANCE AMENDING CHAPTER 152: HISTORIC PRESERVATION OF THE CITY OF PIQUA CODE OF ORDINANCES

WHEREAS, eligible municipalities that desire to apply for Community Development Block Grant Tier II Funds must establish and maintain Historic Preservation standards applicable to a defined district in which the funds will be utilized; and,

WHEREAS, City of Piqua Ordinance 29-99 established Rehabilitation of Historic Building Design standards and a Downtown Historic District map defining the boundaries of the area subject to the standards; and,

WHEREAS, the adoption of Ordinance 17-02 amended the Downtown Historic District map boundaries to include additional properties likely to utilize Community Development Block Grant Tier II Funds if made available; and,

WHEREAS, a recent survey of downtown property owners to determine interest in participating in a Community Development Block Grant Tier II Funds grant program indicates it is necessary to amend the boundaries of the Downtown Historic District to include additional eligible properties that may have an interest in participating in the program.

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

SECTION 1. That the City of Piqua hereby amends Chapter 152 Historic Preservation, Section 152.02 by adopting the Downtown Historic District map included with this Ordinance as Figure 1.

SECTION 2. All other sections of Chapter 152 of the City of Piqua Code of Ordinances not amended herein shall remain in effect as is and the Downtown Historic District map referenced as attached to Ordinance 17-02 as Figure 1 shall be repealed.

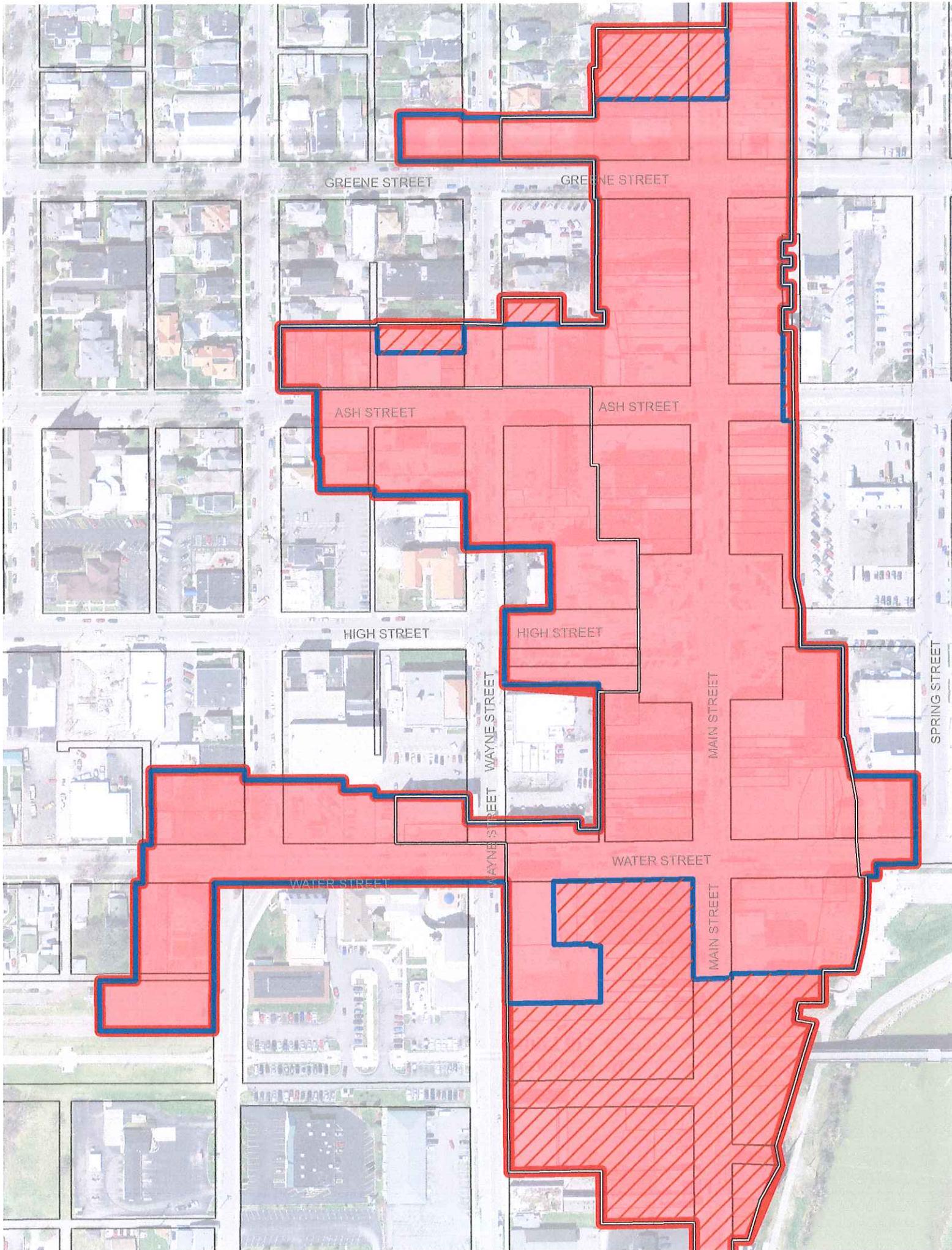
SECTION 3. This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

KATHRYN B. HINDS, MAYOR

PASSED: _____

ATTEST: _____

REBECCA J. COOL
CITY COMMISSION CLERK



GREENE STREET

GREENE STREET

ASH STREET

ASH STREET

HIGH STREET

HIGH STREET

WAYNE STREET

MAIN STREET

SPRING STREET

WATER STREET

WATER STREET

MAIN STREET

ORDINANCE NO. 8-16

AN ORDINANCE AUTHORIZING THE SUBMISSION OF A PROPOSED AMENDMENT TO PIQUA CHARTER SECTION 5 PRESIDENT OF COMMISSION, MAYOR

WHEREAS, the City Commission requested that the Charter be reviewed to determine if it could be clarified as to how the mayor was elected as the current requirement of having to elect the same person commissioner before he or she is elected mayor has created much confusion amongst the electorate as demonstrated by the past mayoral election results; and

WHEREAS, each Commissioner selected a ward representative to review the Charter requirements and the Law Director was the liaison to the Committee; and

WHEREAS, the Committee reviewed past election results, considered the form of government and reviewed 60 charters in Ohio in developing three recommendations presented to the City Commission; and

WHEREAS, the City Commission desired to place before the citizens a Charter Amendment that would clarify how the mayor was elected and agreed with the Committee that the pre-1975 charter language on how to elect the mayor resolved the outstanding issues.

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:

SECTION 1. The City Commission requests that the Miami County Board of Elections place on the ballot for the November 2016 General Election the question whether the electorate is for or against amending Charter Section 5 as follows:

SECTION 5 PRESIDENT OF COMMISSION, MAYOR.

The president of the commission, who shall have the title of mayor, shall preside at meetings of the commission and perform such other duties consistent with his office as may be imposed by the commission. He shall be recognized as the official head of the city for all ceremonial purposes, by the courts for the purpose of serving civil process, and by the governor for military purposes. The president of the commission shall be chosen by direct election of the voters **City Commissioners** for a term of two years to commence on the first Monday of regular meeting in January following the regular municipal election commencing in 2018, and every two years thereafter. The City Commissioners shall also elect at the same meeting a vice mayor for a term of two years. Any commissioner shall be eligible to be mayor or vice mayor. At every municipal election when commissioners are to be elected, commencing November 1977, there shall be submitted to the voters a separate ballot for the office of mayor on which shall be listed the names of the candidates for that office. Voters shall not vote for more than one such candidate. Candidates for the office of mayor shall be limited to those persons who are also candidates for the office of city commissioner at that election or who already hold the office of city commissioner and whose term will continue during the next ensuing two calendar years. Candidates for the office of mayor shall file a declaration of candidacy with the board of elections on or before sixty days

~~prior to the municipal election at which the mayor is to be elected. The candidate for mayor receiving the greatest number of votes who is also elected as city commissioner at that election or who is a city commissioner whose term will continue during the ensuing two calendar years will be elected mayor. If a vacancy occurs in the office of mayor, the vice mayor shall succeed to the office of mayor for the unexpired term, and the commission shall choose another of its members to act as vice mayor. The vice mayor shall also perform all the duties of the office of mayor during the mayor's absence or disability. If no candidate for mayor is elected, or if there are no candidates for mayor, the city commission at its first meeting in January following that regular municipal election shall choose one of its members as president of the commission and another of its members as vice mayor.~~

SECTION 2. The proposed amendment shall be submitted to a vote of the electors on November 8, 2016, in the general election in the City of Piqua.

SECTION 3. The ballot for said election shall, at the top thereof, be entitled "City of Piqua Charter Amendment Section 5 President of Commission, Mayor", and the question to be submitted shall be as follows:

Shall Charter Section 5 be amended to allow for the City Commission to elect the mayor at its first meeting in January for a term of two years, commencing in 2018?

To the left of said wording, in boxes with appropriate places for the marking, shall appear the words, "For the Ordinance" and "Against the Ordinance" for each elector to indicate his vote in the manner and place provided.

SECTION 4. The City Manager shall cause notice of the proposed amendment as well as the time and place of the election to be published in the Piqua Daily Call for a period of two consecutive weeks.

SECTION 5. The Clerk of this Commission shall certify a copy of this Ordinance to the Board of Elections of Miami County, Ohio, no later than August 10, 2016.

SECTION 6. 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
CITY COMMISSION CLERK

RESOLUTION NO. R-69-16

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

WHEREAS, HORAN has been providing the City of Piqua with health insurance consultation services since June of 2010 as approved by the City Commission by the passage of Resolutions R-52-10 and R-79-12; and R-55-13

WHEREAS, HORAN has quoted an additional three years (June 2016 – May 2019) in the consulting agreement dated June 1, 2016 with a minimal increase in fees; and

WHEREAS, HORAN has secured health insurance rates for the past six years with zero to single digit increases and secured an eight percent reduction in rates for the benefit year of 2016, and

WHEREAS, it is the desire of the City Administration to enter into an additional three year term with HORAN,

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

SEC 1: HORAN is hereby retained by the City of Piqua for health insurance consulting services for the period of June 1, 2016 through May 31, 2019.

SEC 2: For such services, HORAN'S consulting fees are \$2,750.00 per month

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

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

KATHRYN B. HINDS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	May 17, 2016		
REPORT TITLE (Should match resolution/ordinance title)	A RESOLUTION RETAINING THE SERVICE OF HORAN TO PROVIDE HEALTH INSURANCE CONSULTING SERVICES FOR THE CITY OF PIQUA		
SUBMITTED BY	Name & Title: Elaine G. Barton, Human Resources Director Department: Human Resources		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> Department Director;		<input type="checkbox"/> Other:
BACKGROUND (Includes description, background, and justification)	<p>HORAN has worked with the City of Piqua for the past six years as the health insurance consultant. Resolution No. R-55-13 exercised the option in the agreement executed on June 1, 2012 for an additional three year period. HORAN's current proposal includes a modest increase (\$83 per month - \$2,750 versus \$2,666.66 per month) for the next three year period. This is a flat fee that is paid to HORAN as they do not receive commissions on the health insurance coverage so they are able to negotiate the best rates regardless of the insurance carrier. Since the City has worked with HORAN, we have received two years of 0% increase and in 2016 received an <u>8% reduction saving the City over \$150,000 in premiums</u>. The City has been able to achieve these rates through the negotiations between HORAN and the insurance company. HORAN has saved the City hundreds of thousands of dollars. In addition, HORAN has kept us informed of the changes with regard to the Affordable Care Act. HORAN has worked with the City on setting up an on-site clinic and continues to assist us in this endeavor.</p>		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$2,750.00 per month	
	Expenditure \$:	\$2,750.00 per month	
	Source of Funds:	All Funds with employees with health insurance coverage	
	Narrative:		
OPTIONS (Include Deny /Approval Option)	1.	Adopt Resolution No. R-68-16 retaining HORAN as the City's health insurance consultant	
	2.	Reject Resolution No. R-68-16 and provide staff with further direction	
PROJECT TIMELINE	June 1, 2016 through May 31, 2019		
STAFF RECOMMENDATION	It is recommended that Resolution No. R-68-16 be approved and HORAN be retained as the City's health insurance consultant.		

ATTACHMENTS	Consulting Agreement dated June 1, 2016 Stewardship Report

RENEWAL

HORAN Renewal Negotiations

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

Success
 HORAN requested a no-shop no rate increase for the 2015 medical renewal from Anthem. The City offered a voluntary vision plan through MedBen which had not been sent out to bid by the incumbent broker for several years. HORAN sent the vision RFP to EyeMed which resulted in a savings to the employees with over a 50% reduction to their premiums with a 4 year rate guarantee . 84 employees enrolled in the EyeMed plan.

In 2016 HORAN sent the medical renewal request for proposal (RFP) to Aetna, MMO and UHC. Fully insured and Self-funded quotes were requested. In addition, HORAN requested 2 and 4 tier rates structures to be quoted.

Based on competitive quotes, HORAN's renewal negotiations resulted in a ~8% renewal with an annual premium savings to the City of \$175,258. The City made the decision to move from a two-tier rate structure (single and family) to a four-tier rate structure (employee only, employee plus spouse, employee plus child or children and family). This is a more equitable structure for the city and the employees for the individuals only covering their spouse or child or children.



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

EMPLOYEE AND HUMAN RESOURCES SUPPORT

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

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

Success
 HORAN has assisted the City with key improvements :
 • Quarterly Meetings with the City's Benefit Committee to review claims reports and provide legislative updates.
 • HORAN provides timeline updates the City as new enhancements, benefits, network disruptions and carrier changes.



EDUCATION AND COMMUNICATION

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

HORAN assisted the City coordinate Biometric screenings and flu shots through Healthworks which direct bills Anthem as a claims for these services .

Objective

- Improve employee engagement and awareness as it relates to healthcare and wellness
- Reduce time spent by HR on addressing employee questions pertaining to benefits
- Increase employee wellness engagement with additional support from Anthem's wellness coordinator
- Provides additional support for the city's wellness program through HORAN's Health Management Directors, including client educational seminars held in Dayton in April and October 2015

Success

The biometric screening event continues to have high participation based upon the incentives the City has in place. The aggregate report provided by Healthworks assists the City to focus on areas of improvement amongst the employee population.



COMPLIANCE

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

Objective

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

Success

As a part of the Core Services HORAN provides to our clients, HORAN sent over 12 compliance updates that affected the City in 2014 and 2015. HORAN provided educational sessions in Dayton and Piqua on the topic of ACA required reporting due in 2016. HORAN assisted the City in engaging with Worktime to assist in providing guidance and completion of the required notices.

In addition, HORAN has committed to an investment in a dedicated team of experts who are diligently following the development of Health Care Reform and we will continue to keep the City informed as the process to finalize the bill continues. An annual Education Catalog is mailed to our clients outlining the HORAN education sessions and symposiums for the year.



HISTORY

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

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

CORE SERVICES

BENEFIT PLAN STRATEGY AND DESIGN

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

FINANCIAL & DATA ANALYSIS

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

HEALTH MANAGEMENT/WELLNESS

HORAN enhances the well-being of the City's employees and their families through assistance in the wellness plans. This includes wellness implementation assistance, execution of Lunch and Learns, and biometric screening events. HORAN has worked closely with Gary Huff in the ongoing market review and feasibility of the on-site clinic. In 2015 and 2016 HORAN negotiated a \$10,000 wellness budget with Anthem. In addition to the \$10,000 wellness budget, the City earned an additional \$2,500 for 2015 and 2016 by attending the annual Anthem Pathways event.

STRATEGIC RELATIONSHIPS & PROPRIETARY PRODUCTS

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

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

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

COMPENSATION

HORAN is committed to openness and transparency. Currently HORAN receives \$32,000 for medical consulting fees; standard commissions for life and dental. HORAN has asked for an additional \$1,000 to be added to this fee effective 6/1/16. In addition to this compensation, HORAN receives standard commissions from Anthem Life, Anthem Voluntary Life, Superior Dental Care and EyeMed Voluntary Vision.

PRACTICE LEADERS

HEALTH BENEFITS CONSULTING



Julie Tople
Account Manager

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

CLIENT CARE AND EDUCATION



Holly Snider
Client Specialist

- Education & Communication
- Client Claims
- Account Service

FINANCIAL ANALYSIS



Tyler Dierker
Financial Analyst Leader

- Benchmarking Analysis
- Contribution Strategies
- Renewal History and Trends

INDIVIDUAL HEALTH AND MEDICARE



Chris Milhin
Medicare & Individual Insurance

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

CORE SERVICES



Shelly Hodges-Konyas
Compliance Leader

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

STRATEGIC OVERSIGHT



Erik Freudenberg
Vice President, Market Leader

- Strategic planning
- Industry trends and impacts
- Issue Resolution

CURRENT SERVICES

Individual Health Plans/Medicare

- Dependent and Medicare Audit

Actuarial Review and Funding Analysis

- Review of possible self funding opportunities

Benchmarking

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

Employee meetings regarding insurance options

One on One meetings for Medicare eligible individuals

New Hire Packets / Exit Packets for Employees

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

Total Client Care Model

- Deliver wealth and life services to individuals, families and employers
- Help achieve financial goals
- Protect assets over lifetime
- Ability to build long-term wealth
- HORAN offers retirement planning, 401(k) and Executive level counsel

SERVICE OPTIONS

Wellness Program Development and Implementation

- Health Screenings
- Incentives
- Education Resources
- Access to information – quality, price, alternatives, etc.

Employee Total Compensation Statements

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

COMPANY HISTORY

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

HORAN works with over 500 companies. Our client retention rate is consistently above 90%. Our 2015 our client retention rate was 95%, compared to an industry average of 90%.

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

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

Consulting Agreement

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

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

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

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

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

1. Scope of Services to be Provided by Consultant

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

- Health Insurance Consulting
- A. Strategic Benefit Planning.** Consultant will provide assistance in developing overall plan benchmarks and targets to ensure that the plan meets the objectives of Client and its employees.
- B. Benefit Design.** Consultant will help to ensure that benefit designs are consistent with the strategic benchmarks and targets set forth in the strategic benefit planning process.
- C. Administration.** Consultant will identify core administrative services, assess vendor performance, and manage vendor relationships to provide appropriate program administration.
- D. Funding.** Consultant will advise and counsel regarding program funding alternatives, including review fee proposals, recommend budget rates, employee contribution rates, and COBRA rates; and monitor program costs against expectations.
- E. Communication.** Consultant will assist in drafting employee communications regarding benefit program performance and changes, and assist in the review of plan documents and insurance certificates during the planning and enrollment process.
- F. Compliance Tools & Legislative Information.** Consultant will provide informational materials on legislative developments impacting employee benefit plans, including access to online reference tools on topics such as FMLA, COBRA, HIPAA, HIPAA Privacy, and Section 125.
- G. Meetings with Client and Vendors.** Services will include attendance at and facilitation of regular meetings with Client and vendors as needed to facilitate program management including day-to-day operations and planning program changes.
 - Consultant shall meet with Client on a quarterly basis to review all activities performed by Consultant during the prior quarter. The meetings will include discussion of business concerns, including presentations of options and recommendations.
 - Consultant shall meet with Client semi-annually to discuss review of the program, state of the marketplace, progress made toward strategic plan, and developments within Client's organization.

- Consultant shall meet with Client annually to review the stewardship report for the preceding year, create a stewardship report outlining the goals and objectives for the upcoming year, and agree upon Consultant's fees for the next twelve month period, which is subject to the City Commission's approval.

H. Day-to-Day Administrative Issues. Consultant shall provide assistance in the daily administration of programs, including resolution of vendor service issues and addressing questions and concerns raised by Client's employees and management.

I. Stewardship Report. Annually during the term, Consultant will develop and implement (subject to Client's prior approval) a detailed account stewardship plan, which should include, but not be limited to, the following:

- Specific quantifiable and measurable goals and objectives for Consultant's team relating to Client's programs; and
- Detailed work plans which lay out the account management plan, work schedules, areas of concentration, timing, and information requirements.

J. Data Analysis. Upon receipt of acceptable claims data, Consultant will provide Client with financial analysis of health care claims, funding strategies, utilization trends, projected costs, etc. on a quarterly basis.

2. Disclosure and Record Keeping

A. Full Disclosure. Client has the right to approve any arrangements and/or the utilization of any intermediaries in connection with, or arising out of, or in any way related to the services Consultant provides to Client hereunder. Consultant must seek approval from Client prior to the use of any of the above in connection with the services Consultant provides to Client hereunder.

B. Record Keeping. Consultant will maintain accurate and current files including, but not limited to, insurance policies and correspondence with insurers or brokers in accordance with industry standard record retention practice or as otherwise directed by Client. Consultant understands the client is subject to Ohio's Public Records law and must disclose any public record upon request.

3. Term & Termination

A. Term. This initial term of this new Agreement shall be three years, commencing on June 1, 2016 and ending May 31, 2019 ("Initial Term"). Thereafter, this Agreement may be renewed by mutual written agreement of the parties.

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

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

4. Cost of Services

Consultant professional fees have been established and will be payable on a monthly basis. The fees do not include out-of-pocket expenses, such as expenses related to travel outside of the state. In

addition, should the client seek a written legal opinion specific to their company, those fees will be billed separately. Client agrees to pay Consultant professional fees as outlined in Exhibit 1.

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

5. Personnel

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

Primary Service Team:	Erik Freudenberg, Vice President / Account Executive
	Julie Tople, Account Manager
	Carrie Glandorf, Client Specialist Leader & Team
	Tyler Dierkers, Financial Analyst, Leader & Team
Additional Key Resources:	Chris Mihin, Individual Health and Medicare
	Scott Silver, Health Management Leader
	Shelly Hodges, Compliance Leader

6. Client's Responsibilities

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

7. Records and Information

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

8. Independent Contractor.

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

9. Fiduciary Responsibility.

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

10. Entire Agreement

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

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

CITY OF PIQUA

<i>Signature</i>	<i>Date</i>
Mr. Gary Huff	June 1, 2016
<i>City Manager</i>	

HORAN

<i>Signature</i>	<i>Date</i>
Mr. Erik Freudenberg	June 1, 2016
<i>Vice President / Account Executive</i>	

Exhibit 1
Consulting Fees
June 1, 2016 – May 31, 2019

1) Medical Consulting Fee	\$33,000.00	annually
Monthly Payments:		
June 1, 2016 – May 31, 2019	\$2,750.00	monthly
2) Additional Lines of Coverage		Standard Commissions

NOTES

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

EXHIBIT 2

BUSINESS ASSOCIATE AGREEMENT

WHEREAS, pursuant to the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, 110 Stat. 2024 (Aug. 21, 1996) (“HIPAA”), the Office of the Secretary of the Department of Health and Human Services has issued: (1) regulations providing Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Subparts A and E of Part 164 (“Privacy Rule”); (2) regulations providing Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Subpart C of Part 164 (the “Security Rule”); and (3) regulations modifying the Privacy Rule, Security Rule, Enforcement and Breach Notification Rules; and

WHEREAS, the privacy and security provisions of HIPAA have been amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) provisions of the American Recovery and Reinvestment Act of 2009, and any and all references in this Agreement to the “HIPAA Rules” shall be deemed to include the Privacy Rule, the Security Rule, HITECH, the Enforcement and Breach Notification Rules, and all existing and future implementing regulations, as they become effective; and

WHEREAS, the HIPAA Rules provide, among other things, that a Covered Entity is permitted to disclose Protected Health Information (“PHI”) to a Business Associate and allow the Business Associate to obtain, receive, and create PHI on the Covered Entity’s behalf, only if the Covered Entity obtains satisfactory assurances in the form of a written contract, that the Business Associate will appropriately safeguard the PHI; and

WHEREAS, the City of Piqua (the “Plan Sponsor”) maintains one or more Health Plans (“Plans”) and has engaged Horan Associates, Inc. (“Business Associate”) to perform services, which may be described in a separate contract (the “Services Arrangement”) and Business Associate may receive PHI, or create and receive such information in the performance of services on behalf of such Plans. Plan Sponsor and Business Associate desire to determine the terms under which they shall comply with the HIPAA Rules;

NOW THEREFORE, the Plans, Plan Sponsor, and Business Associate agree as follows:

1. GENERAL HIPAA COMPLIANCE PROVISIONS

1.1. **HIPAA Definitions.** Except as otherwise provided in this Agreement, all capitalized terms contained in this Agreement shall have the meanings set forth in the HIPAA Rules.

1.2. **HIPAA Readiness.** Business Associate agrees that it will be fully compliant with the requirements of the HIPAA Rules that apply to Business Associates by the compliance dates established under such rules to the extent necessary to enable the Plans to comply with their obligations under the HIPAA Rules.

1.3. **Changes in Law.** Business Associate agrees that it will comply with any changes in the HIPAA Rules by the compliance date established for any such changes. If, due to such a change, either or all of the parties are no longer required to treat PHI in the manner provided for in this Agreement, the parties shall renegotiate this Agreement, subject to the requirements of Section 5. Any such renegotiation shall occur as soon as practicable following the occurrence of the change.

1.4. **Nature of Relationship.** The parties acknowledge that:

1.4.1. Each Plan is a Group Health Plan and a Covered Entity;

1.4.2. Business Associate is a Business Associate of one of more of the Plans; and

1.4.3. The City of Piqua is the Plan Sponsor (as defined in section 3(16)(b) of Employee Retirement Income Security Act of 1974 29 USC § 1001 *et seq.*, as amended (“ERISA”)) of each Plan, is not a Covered Entity, and acts in the capacity of a plan sponsor as defined in the HIPAA Rules.

1.4.4. Whenever reference is made in this Agreement to actions or undertakings of a Plan, to reports or information provided by the Business Associate to a Plan, or to instructions to the Business Associate from a Plan, the reference to the Plan shall be to the person or entity designated in such Plan’s documents as having responsibility for Plan administration or, if no designation is made therein, the Plan Sponsor.

1.4.5. The relationship of the Business Associate to any Plan (or the Plan Sponsor) is solely a contractual relationship and nothing in the Services Arrangement or this Agreement shall be interpreted as creating an agency relationship with the Business Associate under Federal common law.

2. TREATMENT OF PHI

2.1. Permitted Uses and Disclosures of PHI.

2.1.1. **Uses and Disclosures on Behalf of the Plan.** The Business Associate shall be permitted to use and disclose PHI for the services Business Associate is providing to the Plan or Plan Sponsor pursuant to the Services Arrangement, which may include but not be limited to Treatment, Payment activities and/or Health Care Operations, and as otherwise required to perform its obligations under this Agreement and the Services Arrangement.

2.1.2. **Other Permitted Uses and Disclosures.** In addition to the uses and disclosures set forth in Section 2.1.1, Business Associate may use or disclose PHI received from, or created or received on behalf of, the Plan under the following circumstances:

2.1.2.1. **Disclosures to the Plan Sponsor.** Business Associate may provide:

i. Summary Health Information to the Plan Sponsor upon Plan Sponsor’s written request which specifies that the purpose of the request is either: (a) to obtain premium bids for providing health insurance coverage to a Plan; and/or (b) to modify, amend or terminate a Plan;

ii. Information to the Plan Sponsor on whether an individual is participating in a Plan or is enrolled or has disenrolled from any insurance coverage offered by the Plan; and

iii. PHI to the Plan Sponsor for purposes of Plan Administration Functions, provided that the Plan Sponsor has provided to Business Associate: (a) a copy of Plan Sponsor’s certification to the applicable Plan under 45 CFR 164.504(f)(2) relating to the required amendment of such Plan’s plan documents (the “Certification”), and (b) a list of employees of or descriptions of positions with Plan Sponsor who are authorized in accordance with the applicable plan

documents to receive PHI from the Business Associate in connection with Plan Administration Functions of such Plan.

2.1.2.2. Use of PHI for Management, Administration, and Legal Responsibilities. Business Associate is permitted to use PHI if necessary for the proper management and administration of Business Associate or to carry out its legal responsibilities.

2.1.2.3. Disclosure of PHI For Management, Administration, and Legal Responsibilities. Business Associate is permitted to disclose PHI if necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities, provided that the disclosure is required by law, or Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent use or disclosure of the information, and the person will notify Business Associate immediately of any instance of which it is aware in which the confidentiality of the PHI has been breached.

2.1.2.4. Data Aggregation Services. Business Associate is also permitted to use or disclose PHI to provide data aggregation services, as that term is defined by 45 CFR 164.501, relating to the health care operations of a Plan.

2.1.3. Further Uses Prohibited. Except as provided in Sections 2.1.1 and Section 2.1.2, Business Associate is prohibited from further using or disclosing any information received from the Plan, or from any other Business Associate of the Plan, for any commercial purposes of Business Associate, including, for example, “data mining.” Business Associate shall not use or disclose Genetic Information for underwriting purposes in violation of the HIPAA Rules.

2.2. Minimum Necessary. Business Associate shall only request, use, and disclose the minimum amount of PHI necessary to accomplish the purposes of the request, use, or disclosure. Business Associate and Plan Sponsor acknowledge that the phrase “minimum necessary” shall be interpreted in accordance with the HIPAA Rules.

2.3. Prohibited, Unlawful, or Unauthorized Use and Disclosure of PHI. Business Associate shall not use or further disclose any PHI received from, or created or received on behalf of, a Plan, in a manner that would violate the requirements of the Privacy Rule if done by the Plan.

2.4. Required Safeguards. Business Associate will develop, implement, maintain, and use appropriate safeguards to prevent use or disclosure of PHI received from, or created or received on behalf of, a Plan or other than as provided for in this Agreement or as required by law, including adopting policies and procedures regarding the safeguarding of PHI; and providing training to relevant employees on such policies and procedures to prevent the improper use or disclosure of PHI. To the extent Business Associate will carry out one or more of Plan Sponsor’s obligations under the Privacy Rule, the Business Associate will comply with the requirements of the Privacy Rules that apply to the Plan Sponsor in the performance of such obligations.

2.5. Mitigation of Improper Uses or Disclosures. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

2.6. Reporting of Unauthorized Uses and Disclosures. Business Associate shall promptly report in writing to the applicable Plan any use or disclosure of PHI not provided for under this

Agreement, of which Business Associate becomes aware.

2.7. Security Rule.

2.7.1. Security Safeguards. Business Associate agrees to implement administrative, physical, and technical safeguards set forth in the Security Rule that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI that Business Associate creates, receives, maintains, or transmits on behalf of any Plan or Plan Sponsor.

2.7.2. Security Incidents. Business Associate agrees to report to the Plans and Plan Sponsor any unauthorized access, use, disclosure, modification, or destruction of information or interference with information system operations which affect Electronic PHI created, received, maintained, or transmitted on behalf of any Plan of which Business Associate becomes aware. Business Associate agrees to also report to the Plan and Plan Sponsor any attempted unauthorized access affecting Electronic PHI created, received, maintained, or transmitted on behalf of any Plan of which Business Associate becomes aware; provided that Business Associate determines that the attempted access was material and credible.

2.8. Breach Notifications. Business Associate agrees to notify the applicable Plan and the Plan Sponsor of any Breach of Unsecured PHI within 10 days from the date of discovery.

2.8.1. Information About Breach. Business Associate shall provide a report to the Plan within 15 days of discovery of a Breach except when despite all reasonable efforts by Business Associate to obtain the information required, circumstances beyond the control of the Business Associate necessitate additional time. Under such circumstances Business Associate shall provide to the Plan the required information as soon as possible and without unreasonable delay, but in no event later than 30 calendar days from the date of discovery of a Breach. A Breach will be treated as discovered in accordance with 45 CFR §164.410. The Business Associate's report shall include: (i) the date of the Breach; (ii) the date of discovery of the Breach; (iii) a list of each individual whose Unsecured PHI has been or is reasonably believed to have been used, accessed, acquired, or disclosed during the Breach; (iv) a description of the type of Unsecured PHI involved; (v) the identity of who made the non-permitted use or disclosure and who received the non-permitted disclosure (if known); and (vi) any other details necessary to complete an assessment of whether the PHI has been compromised.

2.8.2. Notification to Individual and Others. Unless otherwise agreed between the Plan Sponsor and Business Associate, the Plan shall be responsible to provide notification to individuals whose Unsecured PHI has been disclosed, as well as the Secretary of Health and Human Services and the media, as required by the HIPAA Rules.

2.8.3. Investigation and New Procedures. Business Associate agrees to investigate the Breach and to establish procedures to mitigate losses and protect against future Breaches, and to provide a description of these procedures and the specific findings of the investigation to the Plan in the time and manner reasonably requested by the Plan.

2.9. Plan Participant Requests. The Plans, Plan Sponsor and Business Associate acknowledge that Plan participants have certain rights under the Privacy Rule to access, amend and receive an accounting of certain disclosures of their PHI. Business Associate further understands that the Plans have developed specific policies and procedures to be followed for Plan participants who make such requests as an exercise of their rights under the Privacy Rule. A request by a Plan participant or such participant's personal representative made in accordance with such policies and procedures to access, amend or receive an accounting of disclosures of the participant's PHI is referred to herein as a

“Formal HIPAA Request.”

2.9.1. **Access to PHI.** Within 30 days of a Plan’s request on behalf of an individual, Business Associate agrees to make available to the Plan any relevant PHI in a Designated Record Set received from, or created or received on behalf of the Plan in accordance with the Privacy Rule. If Business Associate receives, directly or indirectly, a request from an individual requesting PHI, Business Associate shall notify the Plan in writing promptly of such request no later than 10 business days of receiving such request. If a Plan requests an electronic copy of PHI that is maintained electronically in a Designated Record Set in the Business Associate’s custody or control, Business Associate will provide an electronic copy in the form and format specified by the Plan if it is readily producible in such format; if it is not readily producible in such format, Business Associate will work with the Plan to determine an alternative form and format that enables the Plan to meet its electronic access obligations under 45 CFR §164.524.

2.9.2. **Amendment of PHI.** Within 30 days of a Plan’s request, Business Associate agrees to make available to the Plan any relevant PHI in a Designated Record Set received from, or created or received on behalf of, the Plan so the Plan may fulfill its obligations to amend such PHI pursuant to the Privacy Rule. Business Associate shall incorporate any amendments to PHI into any and all PHI Business Associate maintains. If Business Associate receives, directly or indirectly, a request from an individual for an amendment to PHI, Business Associate shall notify the Plan in writing promptly of such request no later than 10 business days of receiving such request. Each Plan shall have full discretion to determine whether the requested amendment shall occur.

2.9.3. **Accounting of Disclosures.** Business Associate shall maintain, beginning as of the date Business Associate first receives PHI from a Plan or the Plan Sponsor, an accounting of those disclosures of PHI it receives from, or creates or receives on behalf of the Plans which are not excepted from disclosure accounting under the Privacy Rule. Within 30 days of a Plan’s request, Business Associate shall make available to such Plan, the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528. If Business Associate receives, directly or indirectly, a request from an individual requesting an accounting of disclosures of PHI, Business Associate shall notify the applicable Plan in writing promptly of such request no later than 10 business days of receiving such a request. Business Associate shall provide such an accounting based on an individual’s Formal HIPAA Request to the Plan and the Plan shall have full discretion to determine whether the requested accounting shall be provided to the requesting individual. Business Associate will maintain the disclosure information for at least 6 years following the date of the accountable disclosure to which the disclosure information relates.

2.10. **Restrictions and Confidential Communications.** Business Associate shall, upon notice from a Plan in accordance with Section 3.3, accommodate any restriction to the use or disclosure of PHI and any request for confidential communications to which such Plan has agreed in accordance with the Privacy Rule.

2.11. **Subcontractors.** Business Associate will require each of its agents, including any subcontractor (if permitted under the applicable Services Arrangement), to whom it provides PHI received from, or created or received on behalf of, a Plan to agree, in a written agreement with Business Associate, to comply with the Security Rule, and to agree to all of the same restrictions and conditions contained in this Agreement or the HIPAA Rules that apply to Business Associate with respect to such information.

2.12. **Audit.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received on behalf of, the Plans available to

the Secretary of Health and Human Services upon request for purposes of determining compliance by the Plans with the HIPAA Rules.

2.13. **Enforcement.** Business Associate acknowledges that it is subject to civil and criminal enforcement for failure to comply with the HIPAA Rules.

3. OBLIGATIONS OF COVERED ENTITY

3.1. **Notice of Privacy Practices.** The Plans shall notify Business Associate of any limitations in its notice of privacy practices, to the extent such limitations may affect the Business Associate's use or disclosure of PHI in accordance with 45 CFR 164.520, as well as any changes to such notice.

3.2. **Revocation of Permission.** Each Plan shall provide Business Associate with any changes in, or revocation of, permission by any individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures with respect to such Plan.

3.3. **Notice of Restrictions and Confidential Communications.** Each Plan shall notify Business Associate of any restriction on the use or disclosure of PHI that such Plan has agreed to in accordance with 45 CFR § 164.522. The applicable Plan shall notify Business Associate of any restriction on the use or disclosure of PHI and any request for confidential communications to which, in accordance with the Privacy Rule, such Plan has agreed.

3.4. **Permissible Requests By the Plan.** Except as provided in Section 2.1, the Plans shall not request that Business Associate use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

4. AMENDMENT AND TERMINATION

4.1. **Term and Termination.** The Term of this Agreement shall be effective as of the date this Agreement is signed, and shall terminate when all of the PHI provided by the Plan to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with Section 4.3.

4.2. **Termination for Violation of Agreement.** Without limiting the rights of the parties under the Services Arrangement, the applicable Plan(s) will have the right to terminate this Agreement and the Services Arrangement if Business Associate has engaged in an activity or practice that constitutes a material breach or violation of Business Associate's obligations regarding PHI under this Agreement and, on notice of such material breach or violation from such Plan(s) or Plan Sponsor, fails to take reasonable and diligent steps to cure the breach or end the violation. The applicable Plan(s) will follow the notice of termination procedures (if any) applicable to the Services Arrangement. Notwithstanding the termination of this Agreement, Business Associate shall continue to comply with Section 4.3 hereof after termination of this Agreement.

4.3. **Return of PHI.** At termination of this Agreement or the Services Arrangement, whichever shall be first to occur, Business Associate shall return to the Plans all PHI received from, or created or received on behalf of, such Plans that Business Associate maintains in any form and shall retain no copies of such information. This provision shall also apply to PHI that is in the possession of any Subcontractor of Business Associate. Further, Business Associate shall require any such Subcontractor to certify to Business Associate that it has returned or destroyed all such information. If such return is not

feasible, Business Associate shall notify the applicable Plan(s) thereof and Business Associate shall destroy such PHI and/or extend the protections of this Agreement to such PHI retained by Business Associate and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

5. MISCELLANEOUS PROVISIONS

5.1. **Third-Party Beneficiary.** No individual or entity is intended to be a third-party beneficiary to this Agreement.

5.2. **Severability.** If any provisions of this Agreement shall be held by a court of competent jurisdiction to be no longer required by the HIPAA Rules, the parties shall exercise their best efforts to determine whether such provision shall be retained, replaced, or modified.

5.3. **Procedures.** The parties shall comply with procedures mutually agreed upon by the parties to facilitate the Plans' compliance with the HIPAA Rules, including procedures for employee sanctions and procedures designed to mitigate the harmful effects of any improper use or disclosure of the PHI of any Plans.

5.4. **Headings.** The headings and subheadings of the Agreement have been inserted for convenience of reference only and shall not affect the construction of the provisions of the Agreement.

5.5. **Cooperation.** The parties shall agree to cooperate and to comply with procedures mutually agreed upon to facilitate compliance by the Plans with the HIPAA Rules, including procedures designed to mitigate the harmful effects of any improper use or disclosure of the Plans' PHI.

5.6. **Notice.** All notices, requests, demands, approvals, and other communications required or permitted by this Agreement shall be in writing and sent by certified mail or by personal delivery. Such notice shall be deemed given on any date of delivery by the United States Postal Service. Any notice shall be sent to the following address (or such subsequent address provided by the applicable party):

5.6.1. If to a Plan or the Plan Sponsor:

5.6.2. If to Business Associate:

HORAN Associates, Inc.
Privacy Officer
4990 E Galbraith Rd
Cincinnati OH 45236

5.7. **Conflict.** In the event of any conflict between the provisions of the Services Arrangement and this Agreement, the terms of this Agreement shall govern to the extent necessary to assure the Plans' compliance with the HIPAA Rules.

IN WITNESS WHEREOF, the undersigned, having full authority to bind their respective principals, have executed this Agreement as of this 1st day of June, 2016.

[Name of Group Health Plan]

City of Piqua

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

HORAN Associates, Inc.

By: _____
Title: _____
Date: _____

RESOLUTION NO. R- 70-16

A RESOLUTION AUTHORIZING A CONTRACT WITH STUDIO GRAPHIQUE TO PERFORM PROFESSIONAL DESIGN SERVICES FOR THE CITYWIDE WAYFINDING PROJECT

WHEREAS, the City of Piqua Strategic Plan identifies completing a Citywide Wayfinding plan as a priority item; and

WHEREAS, the first phase of a Citywide Wayfinding Plan identifying the concept and framework for an effective wayfinding plan has been completed and it is desirable to continue with phase two of the project to complete the necessary design development and bid documents; and

WHEREAS, Studio Graphique has provided Professional Design Services for phase one of the Citywide Wayfinding project; and,

WHEREAS, Studio Graphique's quality of work and familiarity with this project make them the preferred firm to provide the scope of services necessary to complete phase two of this project; and

WHEREAS, Studio Graphique has provided a quote to complete phase two of the Citywide Wayfinding project and the addition of the phase two contract amount to the previous phase one total contract amount necessitates City Commission authorization of the contract amount prior to an agreement being entered into to continue with phase two of the project scope; and,

WHEREAS, the budget includes the funds necessary for the professional services required for this work.

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

SEC. 1: The City Manager is authorized to enter into a contract with Studio Graphique to perform Professional Design Services for phase two of the Citywide Wayfinding project.

SEC. 2: The cost of the services is not to exceed \$24,790.

SEC. 3: 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.

SEC. 4: 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

1880

Gary Huff
City of Piqua
201 W. Water Street
Piqua
OH 45356
USA



STUDIO GRAPHIQUE
designwithdirection.com

Studio Graphique, Inc.
13110 Shaker Square, Suite 101
Cleveland, OH 44120

Quoted By: Cathy Fromet

Scope of Services

QUOTE DATE
04/28/2016

QUOTE TOTAL
24,790.00

VALID TO
06/27/2016

City-wide Wayfinding — Phase 2

INTRODUCTION

I appreciate the confidence that you have expressed in Studio Graphique, Inc. (SG)("Consultant") by asking us to assist the City of Piqua ("Client"), in the design-development of the City-wide Sign Program. ("Assignment" or "Project"). The purpose of this Proposal is to set forth the terms of our engagement, to identify the services you may expect to receive, and to establish the manner by which Studio Graphique will be compensated for services rendered.

PROJECT PARAMETERS

Studio Graphique will provide design consulting services — to further design and development the city-wide sign system for Piqua, Ohio. We expect to deliver this work within the context outlined below:

1. This proposal presents a scope approach for a Phase 2 of Studio Graphique's design process: Build Up (Design Development). The design (Concept B) selected and described in the Phase 1 Dig Down (Framework and Conceptual Design) package presented in December 2015 will be the conceptual theme that we continue to develop.
2. Message Programming and Location Planning are included in this scope of work.
3. **Implementation Management is not included in this proposal.** Work outlined in Phase 3 Move Forward (Bid, Fabrication and Installation Management) may be proposed at the conclusion of Phase 3 work and/or when the City chooses to move forward with fabrication and installing the sign program.

PHASE 2 : build up

This phase addresses both the functionality and the aesthetic of your sign program. This Phase includes, Schematic Design (30%), Design Development (60%), Design Intent (90%) and Bid Documentation (100%).

- **Initial Meeting with Client Team:** To establish priorities, define the work plan and Phase 2 timeline, set benchmarks, and present agenda for the on-site Programming visit.
This initial meeting is conducted via on-line meeting software - Go To Meeting.

2.1b Design Development

- **Message Programming and updates to the Sign Location Plan** Based on feedback from the Sign Program Framework, we will establish coordinated sign messaging with the sign location plan. **Three rounds of revisions are included.**
Includes an on-site visit to verify locations and recommended messaging.

Additional Services — not included in this scope of work

PHASE 3 : move forward

Once the design is developed and the wayfinding plan documented, it is now time to move forward. This phase addresses the implementation of your wayfinding program. Our team helps you select the most appropriate fabrication partner, monitors the construction process to ensure the design intent is upheld and reviews the program once it is installed to make sure it is completed to the quality and standards that you expect.

3.1 Bid Management

- **Requests for Information:** During the bidding/RFP - Requests for Proposal process, Studio Graphique will formally respond to requests for information.
- **Bid Review and Evaluation:** Studio Graphique will review submitted proposals and provide the client with a compilation of project bids and evaluation report, along with a formal recommendation for the project award.

3.2 Fabrication Observation

Fabrication Review: Studio Graphique will review colors, materials, fabrication methods, including shop drawings and message layouts from the fabricator. We will red-line shop drawings and review materials and mock-ups to confirm that all submitted items comply with our design intent.

We will perform field inspections at the fabricator's shop as well as during the installation process. Fabrication Observation services include:

- Meet with selected sign contractor(s) for start of work. Go over all program documents.*
- Sign Location verification and walk-through with client and sign contractor.*
- Oversee progress of fabrication.**

* Conducted at the same on-site visit.

Installation Review: Oversee progress of installation.**

- Survey finished project; prepare detailed punch list. *Conducted via an on-site visit.*
- Make final inspection to ensure correction of punch list items. *Conducted via an on-site visit.*

** Progress reviews may take place via written/photographic reports requested from the fabricator unless it is requested that we attend on-site reviews. Additional on-site meetings will be charged on a time and materials basis.

	AMOUNT
Phase 2 Build Up	(TE)
Design Development, Programming and Documentation	23,790.00
Reimbursable Expenses	(TE)
	1,000.00

Subtotal 24,790.00

Tax 8.00% 0.00

Total USD\$ 24,790.00

Terms:

DEPOSIT

Upon approval of this Proposal, we will send an invoice for the 25% deposit typically requested for the start of projects. [\$6000]

CITY OF PIQUA – STUDIO GRAPHIQUE PROFESSIONAL SERVICES AGREEMENT

This Agreement is hereby entered into this 18 day of May 2016 between the City of Piqua, a municipal corporation in the State of Ohio ("City") and Studio Graphique ("Consultant") for the services as agreed to herein.

WHEREAS, the City of Piqua desires to enter into a contract to secure professional services to develop a City-Wide signage and Wayfinding Plan and Signage Design Plans and Bid Documents; and

WHEREAS, Studio Graphique ("Consultant") has been identified as the preferred professional service provider for this project; and

WHEREAS, the total contract amount necessitates City Commission authorization;

WHEREAS, this Agreement confirms the terms between the parties as substantially set out in the project proposal, included herewith as Exhibit A;

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

I. PARTIES

1. City of Piqua: The City of Piqua is a municipal corporation in Miami County, State of Ohio. The City of Piqua shall be referred throughout the Agreement as "City."
2. Consultant: Consultant is Studio Graphique, which is the provided of the services contracted for by way of this Agreement.

II. SCOPE OF SERVICES

Studio Graphique agrees to perform the work as set forth in the attached Exhibit 'A' upon written authorization by the City of Piqua.

III. COMPENSATION

The City agrees to compensate Studio Graphique for the performance of the work specified in this Agreement for a fee not to exceed Twenty-four Thousand Seven Hundred and Ninety Dollars (\$24,790). The total investment for the Project will be comprised of Professional Fees and Reimbursable Expenses. Studio Graphique will notify the City of any requests that are out of Scope and seek the City's approval for any increase in fees or expenses as a result of that out of Scope request.

The City is responsible for all expenses arising from the Project including, but not limited to, any travel related time and expenses including mileage, long distance telephone calls/conference calls, research, postage, photocopying, printing, or materials expenses, and other miscellaneous expenses incurred in connection with the Project. The City is also responsible for all shipping and insurance costs related to the Project. All reimbursable expense shall be included in the agreed upon not to exceed fee referenced in the prior paragraph and the City will not be responsible for any expenses exceeding the agreed upon dollar amount.

Studio Graphique shall submit monthly invoices to the City in accordance with the pattern established and outlined in a monthly invoicing letter (Exhibit "B"). Payment shall be made within thirty (30) days of the date of the invoice. If payment is not received by Studio Graphique within thirty (30) days, Studio Graphique upon written notification to the City may cease work on the Project until payment is received.

There shall be no additional charge to the City for alterations, changes, revisions, corrections or additions which are deemed appropriate by Studio Graphique or deemed necessary to conform to the original Project description ("Artist Alterations"). The City shall, however, be responsible for the cost of additional Professional Fees and Expenses related to any requested changes which are beyond the Scope of the original Project description set forth above ("Client Alterations"). Charges for Client Alterations shall be negotiated on a case-by-case basis. In such a case, Studio Graphique will provide a Change Order or new Proposal for execution by the City setting forth the additional scope and estimated cost of the Client Alteration. The City shall offer Studio Graphique the first opportunity to make any alterations, changes, revisions, corrections or additions of any kind to the Project.

The relationship between Studio Graphique and the City shall only be considered that of independent Consultants. Nothing contained in this Agreement shall create an agency, partnership, joint venture, or employment relationship between Studio Graphique and the City. Further, Studio Graphique and the City hereby specifically agree that nothing contained herein shall create a "work made for hire" relationship between Studio Graphique and the City.

IV. LAW AND TERMS OF AGREEMENT

1. Subcontracting:

None of the work or services covered by this Agreement shall be subcontracted, except as set forth herein, without the prior written approval of the Piqua City Manager. Any work or services subcontracted hereunder shall

be specified by written contract or agreement and shall be subject to each provision of this Agreement.

2. Compliance With Laws and Policies:

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

3. Law to Govern and Forum:

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

4. Amendment:

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

5. Entirety:

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

6. Waiver:

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

7. Hold Harmless and Indemnification:

The Consultant agrees, to the fullest extent permitted by law to indemnify, and hold harmless, the City of Piqua, and their representative officers, agents, elected officials, employees, and volunteers against all damages, liabilities and expenses, including reasonable attorney's fees and defense costs to the extent caused by or arising from the consultants negligent performance of the Professional Services under this Agreement.

8. Insurance:

The Consultant, at its sole cost and expense, shall procure and maintain at all times during the term of this Agreement general liability or other insurance in an amount not less than One Million Dollars (\$1,000,000) for liability for acts

of the Consultant or its agents and/or employees. The City of Piqua shall be an additional named insured with the following language required:

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

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

9. Notice:

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

To the City of Piqua:
Chris Schmiesing
Development Office
201 West Water Street
Piqua, Ohio 45356

To the Consultant:
Cathy Fromet
13110 Shaker Square
Suite 101
Cleveland, Ohio 44120

10. Independent Consultant:

The Consultant, his assigns, heirs, successors, employees and any and all subconsultants are independent Consultants and are not agents and/or employees of the City of Piqua.

11. Audit:

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

12. Assignment:

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

13. Default:

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

14. Termination:

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

15. Term:

The term of this Agreement shall be for the 16 week period, beginning from the date of execution of this Agreement. Said term is non-renewing.

16. Conflict of Interest:

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

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

17. Waiver:

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

18. Proprietary Materials:

The City of Piqua acknowledges that in the course of performing services, the Consultant may use products, materials or proprietary information. The City of Piqua agrees that it shall have or obtained no rights in the proprietary

material, except pursuant to a separate written agreement that may be executed by the parties.

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

19. Ownership of Property:

The Consultant agrees that at the expiration or in the event of termination of this Agreement, any memoranda, maps, drawings, working papers, reports and other similar documents produced in connection with the Agreement shall become the property of the City of Piqua.

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

The Consultant hereby retains the right to use the Instruments of Service for the purposes of design competitions, future publications on design, educational purposes and the marketing of the Consultant's business, services and portfolio; but no other use without the City of Piqua's express written consent.

20. Warranty:

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

V. SIGNATURE

The parties enter into this Agreement this 18 day of May, 2016, as executed and witnessed in accordance with the below signatures.

CITY OF PIQUA
By:

Gary A. Huff, City Manager

STUDIO GRAPHIQUE
By:



Cathy Fromet, Principal

Witness:

Witness:

Approved as to form:

Stacy M. Wall, Law Director

Approved as to funding:

Cynthia A. Holtzaple, Finance Director

date 28 April 2016

project number PQA1380

project name City of Piqua
City-wide Wayfinding Program
Phase 2



STUDIO GRAPHIQUE ■ *design with direction*

Client:

City of Piqua
201 W. Water Street
Piqua, Ohio 45356

Contact:

Chris Schmiesing
cschmiesing@piquaoh.org

EXHIBIT B

INVOICING AND PAYMENTS

Thank you for engaging Studio Graphique by asking us to provide City of Piqua with creative professional services. Attached you will find a deposit invoice for approximately 25% of the Proposal amount for this project. This deposit is billable upon receipt of Purchase Order.

After your deposit invoice, you will be invoiced once monthly. We will make every effort to make each monthly invoice near the same amount by dividing your estimated Investment over your projected Timeline. In your project, we anticipate billing a fee of approximately \$5,390 each month for 3 months. If the project schedule or fee changes, we will adjust accordingly. Reimbursable expenses will be billed as incurred.

Invoices will be emailed to our contact and/or the accounting department, unless a paper copy is specifically requested. The terms of each invoice is 30 days from the date of invoice. You will also be issued monthly statements around the 15th of each month. These statements will reflect any outstanding balances and payments made. This is in addition to the regular Project Status Reports (PSRs) your project manager will send to keep you updated on project process and outstanding items.

If you have any questions, you are welcome to contact me or your project manager, Carrie Moradi.

Respectfully submitted,

Cathy Fromet, Principal
Studio Graphique, Inc.

RESOLUTION NO. R-71-16

A RESOLUTION APPROVING THE FISCAL YEAR 2016 NATUREWORKS 23RD ROUND APPLICATION FOR THE MOTE PARK RESTROOM RENOVATIONS PROJECT AND AUTHORIZE THE CITY MANAGER TO SUBMIT THE APPLICATION TO THE OHIO DEPARTMENT OF NATURAL RESOURCES

WHEREAS, the State of Ohio, through the Ohio Department of Natural Resources, administers financial assistance for public recreation purposes, through the State of Ohio NatureWorks grant program; and,

WHEREAS, the City of Piqua desires financial assistance under the NatureWorks Grant Program; and,

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

SEC. 1: That the City of Piqua approves filing an application for NatureWorks financial assistance.

SEC. 2: That the City Manager is hereby authorized to be the designate agent of the program in connection with the NatureWorks Grant application and is directed to execute and file an application with the Ohio Department of Natural Resources and to provide all information and documentation required to become eligible for possible funding assistance.

SEC. 3: That the City of Piqua does agree to obligate the funds required to satisfactorily complete the proposed project and become eligible for reimbursement under the terms and conditions of the NatureWorks Grant Program.

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

KATHRYN B. HINDS, MAYOR

PASSED _____

ATTEST _____
REBECCA J. COOL
CITY COMMISSION CLERK

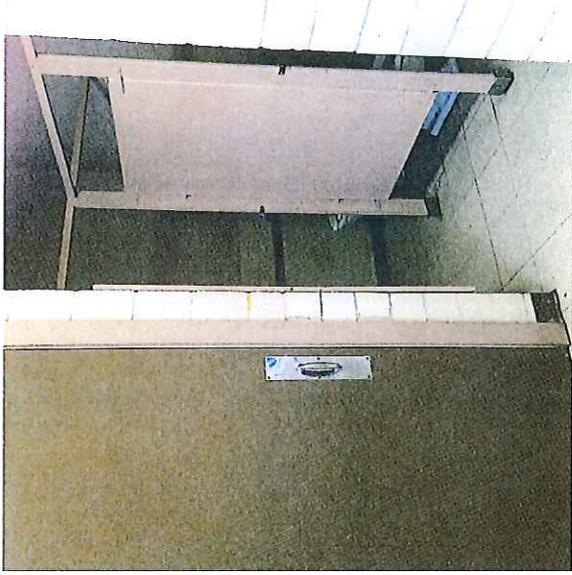
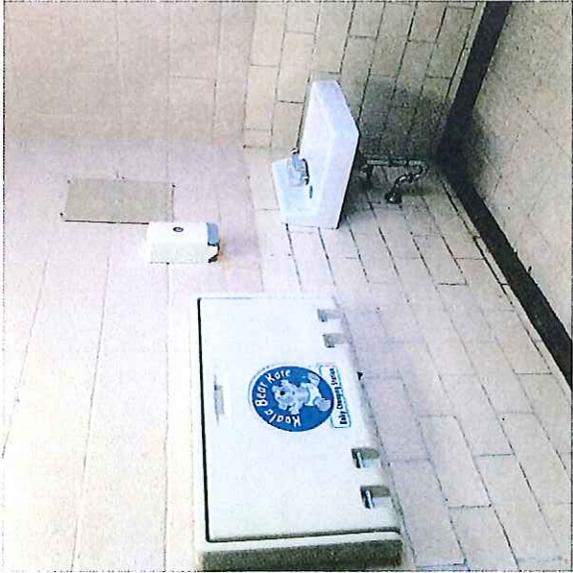


Commission Agenda Staff Report

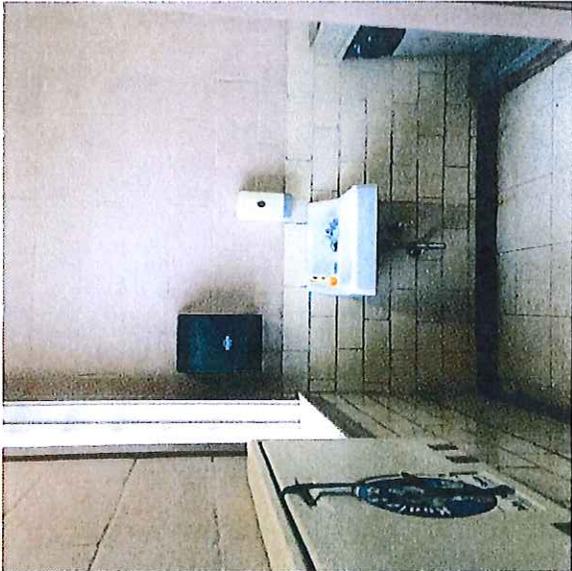
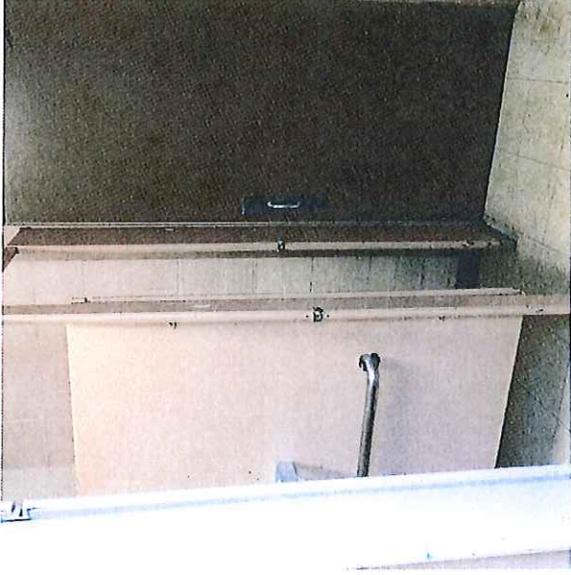
MEETING DATE	May 17, 2016		
REPORT TITLE (Should match resolution/ordinance title)	A RESOLUTION APPROVING THE FISCAL YEAR 2016 NATUREWORKS 23RD ROUND APPLICATION FOR THE MOTE PARK RESTROOM RENOVATIONS PROJECT AND AUTHORIZE THE CITY MANAGER TO SUBMIT THE APPLICATION TO THE OHIO DEPARTMENT OF NATURAL RESOURCES		
SUBMITTED BY	Name & Title: Nikki Reese, Development Program Manager Department: Development		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input checked="" type="checkbox"/> Asst. City Manager/Finance
	<input checked="" type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input type="checkbox"/> Department Director;		<input type="checkbox"/> Other:
BACKGROUND (Includes description, background, and justification)	<p>The City will be applying for Round 23rd NatureWorks funding through the Ohio Department of Natural Resources (ODNR) for renovating the restrooms at Mote Park Community Center.</p> <p>The restrooms have not been updated since they were constructed in 1963.</p> <p>There is a required 25% match for this funding.</p> <p>Miami County's NatureWorks Allocation for Round 23 is \$24,527.</p> <p>The application is due June 1, 2016.</p>		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$28,437.97	
	Expenditure \$:	\$28,437.97	
	Source of Funds:	\$21,300 – NatureWorks funds; \$7,137.97 – Piqua Streets Department funds	
	Narrative:	This is for the application of funds, not for expenditure of funds at this time.	
OPTIONS (Include Deny /Approval Option)	1.	Approve the Resolution – Approving the Resolution would allow the City to receive ODNR NatureWorks funding for this project.	
	2.	Deny the Resolution – Deny the Resolution and reject the ONDR NatureWorks application.	
	3.		
	4.		

PROJECT TIMELINE	The City will be notified in the Fall this year if the ONDR NatureWorks application is awarded. If funded the work will be completed in 2017.
STAFF RECOMMENDATION	Staff recommends that the City Commission approve the resolution.
ATTACHMENTS	Cost Estimate for the Mote Park Restroom Renovations Photos of the existing restrooms NatureWorks Round 23 Available County Funding

Mote Community Center Women's Restroom Photos



Mote Community Center Men's Restroom Photos





CONSTRUCTION COMPANY

Remodeling, Rebuilding and Refinishing Experts

1308 Linden Avenue, Dayton Ohio 45410
Phone (937) 253-2048 Fax (937) 253-9946
Scholten@woh.rr.com

PROPOSAL

Proposal Submitted To: City of Piqua, 859 South Main St., Piqua, Ohio 45356
Phone: 937-778-2095
Date: May 10, 2016
Job Name: Mote Park Phase One
635 Gordon St. Piqua, Ohio
Date of Plans
Job Phone

We hereby submit specifications and estimates for:
Job #1465 revised \$28,437.97

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:
Twenty eight thousand four hundred thirty seven dollars and 97/100 \$28,437.97

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmens Compensation Insurance.

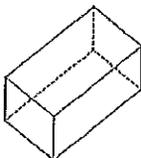
Authorized Signature
Note: This proposal may be withdrawn by us if not accepted within THIRTY days

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.
Date of Acceptance Signature

White Copy - Office Yellow Copy - Customer

1465

Phase #1 Mote Park



Womens restroom

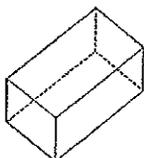
LxWxH 10' 4" x 6' 5" x 10' 2"

340.58 SF Walls	66.31 SF Ceiling
406.89 SF Walls & Ceiling	66.31 SF Floor
7.37 SY Flooring	33.50 LF Floor Perimeter
105.06 SF Long Wall	65.24 SF Short Wall
33.50 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
1. R&R Sink - wall mounted (ADA).	1.00 EA	28.16	267.26	6.77	90.66	392.85
2. R&R Sink faucet - Bathroom - High grade (ADA)	1.00 EA	14.07	232.97	12.50	77.88	337.42
3. Fluorescent - acoustic grid fixture - two tube, 2'x 4'	1.00 EA	0.00	110.80	2.80	34.08	147.68
4. (Install) Exterior door - solid core birch flush	1.00 EA	0.00	62.37	0.00	18.72	81.09
5. R&R Toilet partition - High grade (i. e., phenolic, etc.)	2.00 EA	102.73	909.79	108.75	640.14	2,773.93
6. R&R Toilet - High grade (ADA)	2.00 EA	18.77	522.57	52.38	340.52	1,475.58
7. R&R Toilet paper dispenser - double roll - High grade	1.00 EA	13.24	95.28	5.44	34.20	148.16
8. R&R Door pull plate, 4" x 16"	1.00 EA	5.12	40.08	2.01	14.16	61.37
9. R&R Handicap grab bar - Stainless steel, 1 1/2" x 36"	2.00 EA	11.26	68.28	6.82	49.76	215.66
10. R&R Door closer - Commercial grade	1.00 EA	11.26	115.96	6.89	40.22	174.33
11. 1/2" drywall - hung, taped, floated, ready for paint	340.58 SF	0.00	1.89	11.36	196.52	851.58
12. Suspended ceiling grid - 2' x 4'	66.31 SF	0.00	1.33	2.07	27.08	117.34
13. Suspended ceiling tile - Standard grade - 2' x 4'	66.31 SF	0.00	1.34	3.32	27.66	119.84
14. Seal the walls and ceiling w/latex based stain blocker - one coat	406.89 SF	0.00	0.44	2.06	54.32	235.41
15. Paint the walls and ceiling - two coats	406.89 SF	0.00	0.70	5.60	87.12	377.54
16. Seal & paint door slab only (per side)	10.00 EA	0.00	27.40	5.11	83.74	362.85
17. Seal & paint door trim & jamb - (per side)	10.00 EA	0.00	22.42	2.97	68.16	295.33
18. R&R Vinyl tile n(CVT)	66.31 SF	0.85	3.30	10.38	85.66	371.22
19. Furring strip - 1" x 2"	340.58 SF	0.00	0.72	4.44	74.90	324.56
20. Rigid foam insulation board - 3/4"	340.58 SF	0.00	0.77	11.61	82.16	356.02

CONTINUED - Hallway

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Totals: Hallway				54.74	521.62	2,260.51



Men's restroom

LxWxH 12' 4" x 7' x 10' 2"

393.11 SF Walls	86.33 SF Ceiling
479.44 SF Walls & Ceiling	86.33 SF Floor
9.59 SY Flooring	38.67 LF Floor Perimeter
125.39 SF Long Wall	71.17 SF Short Wall
38.67 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
38. Suspended ceiling grid - 2' x 4'	86.33 SF	0.00	1.33	2.69	35.24	152.75
Lower the ceiling to 8'10".						
39. Suspended ceiling tile - 2' x 4'	86.33 SF	0.00	1.57	5.76	42.38	183.68
40. 1/2" drywall - hung, taped, floated, ready for paint	393.11 SF	0.00	1.89	13.11	226.84	982.93
41. Furring strip - 1" x 2"	393.11 SF	0.00	0.72	5.13	86.46	374.63
42. Rigid foam insulation board - 3/4"	393.11 SF	0.00	0.77	13.40	94.82	410.91
43. Seal the walls w/latex based stain blocker - one coat	393.11 SF	0.00	0.44	2.00	52.50	227.47
44. Paint the walls - two coats	393.11 SF	0.00	0.70	5.42	84.18	364.78
45. R&R Toilet - High grade (ADA)	2.00 EA	18.77	522.57	52.38	340.52	1,475.58
46. R&R Urinal - wall hung	1.00 EA	56.30	632.25	30.58	215.76	934.89
47. R&R Sink faucet - Bathroom - High grade (ADA)	1.00 EA	14.07	232.97	12.50	77.88	337.42
48. R&R Sink - wall mounted ADA	1.00 EA	28.16	267.26	6.77	90.66	392.85
49. Casing - Detach & reset (window casing)	16.00 LF	0.00	1.40	0.02	6.72	29.14
50. Casing - Detach & reset Door casing	18.00 LF	0.00	1.40	0.03	7.56	32.79
51. R&R Exterior door - solid core birch flush	1.00 EA	16.09	237.15	12.67	79.76	345.67
52. R&R Door closer - Commercial grade	1.00 EA	11.26	115.96	6.89	40.22	174.33
53. R&R Door pull plate, 4" x 16"	1.00 EA	5.12	40.08	2.01	14.16	61.37
54. Seal & paint door slab only (per side)	1.00 EA	0.00	27.40	0.51	8.38	36.29
55. Seal & paint door trim & jamb - (per side)	2.00 EA	0.00	22.42	0.59	13.64	59.07
56. Seal & paint door or window opening (per side)	1.00 EA	0.00	22.49	0.30	6.84	29.63

CONTINUED - Back entrance

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
75. Furring strip - 1" x 2"	177.92 SF	0.00	0.72	2.32	39.14	169.56
76. Rigid foam insulation board - 3/4"	177.92 SF	0.00	0.77	6.06	42.92	185.98
77. R&R Vinyl tile CVT	19.06 SF	0.85	3.30	2.98	24.64	106.72
78. R&R Vinyl cove - 4" wrap - excludes vinyl material	17.50 LF	1.47	5.98	0.88	39.38	170.64
79. R&R Door hinges (set of 3)	1.00 EA	11.26	37.48	0.87	14.88	64.49
80. Seal & paint door slab only (per side)	2.00 EA	0.00	27.40	1.02	16.74	72.56
81. Seal & paint door trim & jamb - (per side)	2.00 EA	0.00	22.42	0.59	13.64	59.07
Totals: Back entrance				50.39	496.22	2,150.21

Electrical

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
82. Electrical (Bid Item)	1.00 EA	0.00	1,285.15	38.20	397.00	1,720.35
Totals: Electrical				38.20	397.00	1,720.35

Debris Removal

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
95. Single axle dump truck - per load - including dump fees	1.00 EA	181.97	0.00	0.00	54.60	236.57
Totals: Debris Removal				0.00	54.60	236.57
Total: Phase #1 Mote Park				773.85	6,562.60	28,437.97
Line Item Totals: 1465				773.85	6,562.60	28,437.97

Summary

Line Item Total	21,101.52
Material Sales Tax	773.85
Subtotal	21,875.37
Overhead	3,281.30
Profit	3,281.30
Replacement Cost Value	\$28,437.97
Net Claim	\$28,437.97

Rick

NatureWorks Round 23

County	Available Funding	County	Available Funding
Adams	\$ 15,096	Licking	\$ 31,482
Allen	\$ 26,542	Togon	\$ 16,641
Ashland	\$ 17,962	Lorain	\$ 52,244
Ashtabula	\$ 24,919	Lucas	\$ 116,401
Athens	\$ 19,438	Madison	\$ 45,777
Auglaize	\$ 55,235	Mahoning	\$ 48,200
Belmont	\$ 53,682	Marion	\$ 73,071
Brown	\$ 66,123	Medina	\$ 41,029
Butler	\$ 59,426	Meigs	\$ 13,220
Carroll	\$ 14,080	Mercer	\$ 15,883
Champaign	\$ 15,579	Miami	\$ 24,527
Clark	\$ 128,951	Monroe	\$ 49,592
Clermont	\$ 36,328	Montgomery	\$ 93,178
Clinton	\$ 15,826	Morgan	\$ 12,000
Columbiana	\$ 26,497	Morrow	\$ 14,496
Coshocton	\$ 15,246	Muskingum	\$ 22,396
Crawford	\$ 68,993	Noble	\$ 11,875
Cuyahoga	\$ 217,730	Ottawa	\$ 15,892
Darke	\$ 17,730	Paulding	\$ 52,638
Defiance	\$ 15,670	Perry	\$ 14,862
Delaware	\$ 43,729	Pickaway	\$ 17,644
Erie	\$ 42,867	Pike	\$ 13,909
Fairfield	\$ 28,417	Portage	\$ 32,462
Fayette	\$ 35,906	Preble	\$ 16,094
Franklin	\$ 179,959	Putnam	\$ 61,488
Fulton	\$ 17,000	Richland	\$ 86,066
Gallia	\$ 39,243	Ross	\$ 85,170
Geauga	\$ 23,338	Sandusky	\$ 78,085
Greene	\$ 31,839	Scioto	\$ 21,592
Guernsey	\$ 32,184	Seneca	\$ 24,429
Hamilton	\$ 136,303	Shelby	\$ 16,925
Hancock	\$ 24,598	Stark	\$ 66,182
Hardin	\$ 14,782	Summit	\$ 90,767
Harrison	\$ 24,386	Trumbull	\$ 43,360
Henry	\$ 14,135	Tuscarawas	\$ 24,868
Highland	\$ 15,876	Union	\$ 15,881
Hocking	\$ 57,512	Van Wert	\$ 36,374
Holmes	\$ 32,951	Vinton	\$ 48,046
Huron	\$ 18,652	Warren	\$ 114,016
Jackson	\$ 37,513	Washington	\$ 19,214
Jefferson	\$ 20,801	Wayne	\$ 26,421
Knox	\$ 73,614	Williams	\$ 15,624
Lake	\$ 45,966	Wood	\$ 27,838
Lawrence	\$ 19,075	Wyandot	\$ 33,949
		Total:	\$ 3,671,417

Please Note
 These figures
 are based on SB
 310, introduced
 into the Ohio
 General
 Assembly on
 4/12/2016.
 Amounts could
 change prior to
 the bill
 becoming law.

RESOLUTION NO. R-72-16

A RESOLUTION AUTHORIZING THE SALE OF CITY OWNED REAL ESTATE

WHEREAS, the City of Piqua owns a certain portion of the real estate known as Parcel No. N44-000895, 110 E. Ash St., Piqua, Miami County, Ohio, further described as set forth in Exhibit A attached hereto; and

WHEREAS, the Piqua Improvement Corporation has expressed an interest in purchasing the land referenced in Exhibit A to facilitate economic development; and

WHEREAS, the Piqua Improvement Corporation is a non-profit Community Improvement Corporation authorized under Sec. 1724 of the Ohio Revised Code; and

WHEREAS, the sole purpose of the Piqua Improvement Corporation is to advance, encourage and promote the industrial, economic and commercial development of the City of Piqua; and

WHEREAS, the land referenced in Exhibit A was purchased by the city to create development of the former Miami & Erie Canal Corridor; and

WHEREAS, the city and prospective buyer have determined and agreed upon the fair market value for the property; and,

WHEREAS, City of Piqua Code of Ordinances section 34.36 requires this Commission to pass a resolution authorizing the sale of the subject land;

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 sell the portion of the real estate known as Parcel No. N44-000895, 110 E. Ash St., Piqua, Miami County, Ohio, further described as set forth in Exhibit A attached hereto to the Piqua Improvement Corporation in an amount of \$56,500.00 for the reasons that the sale would be in the best interest of the city, it will be maintained by the purchaser and used to support future economic development of the Miami & Erie Canal Corridor.

SEC. 2 For the reasons indicated herein, the sale of the land does not need to be bid as it is being sold to a nonprofit corporation and as permitted by Piqua Municipal Code §34.36(C).

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

KATHRYN B. HINDS, MAYOR

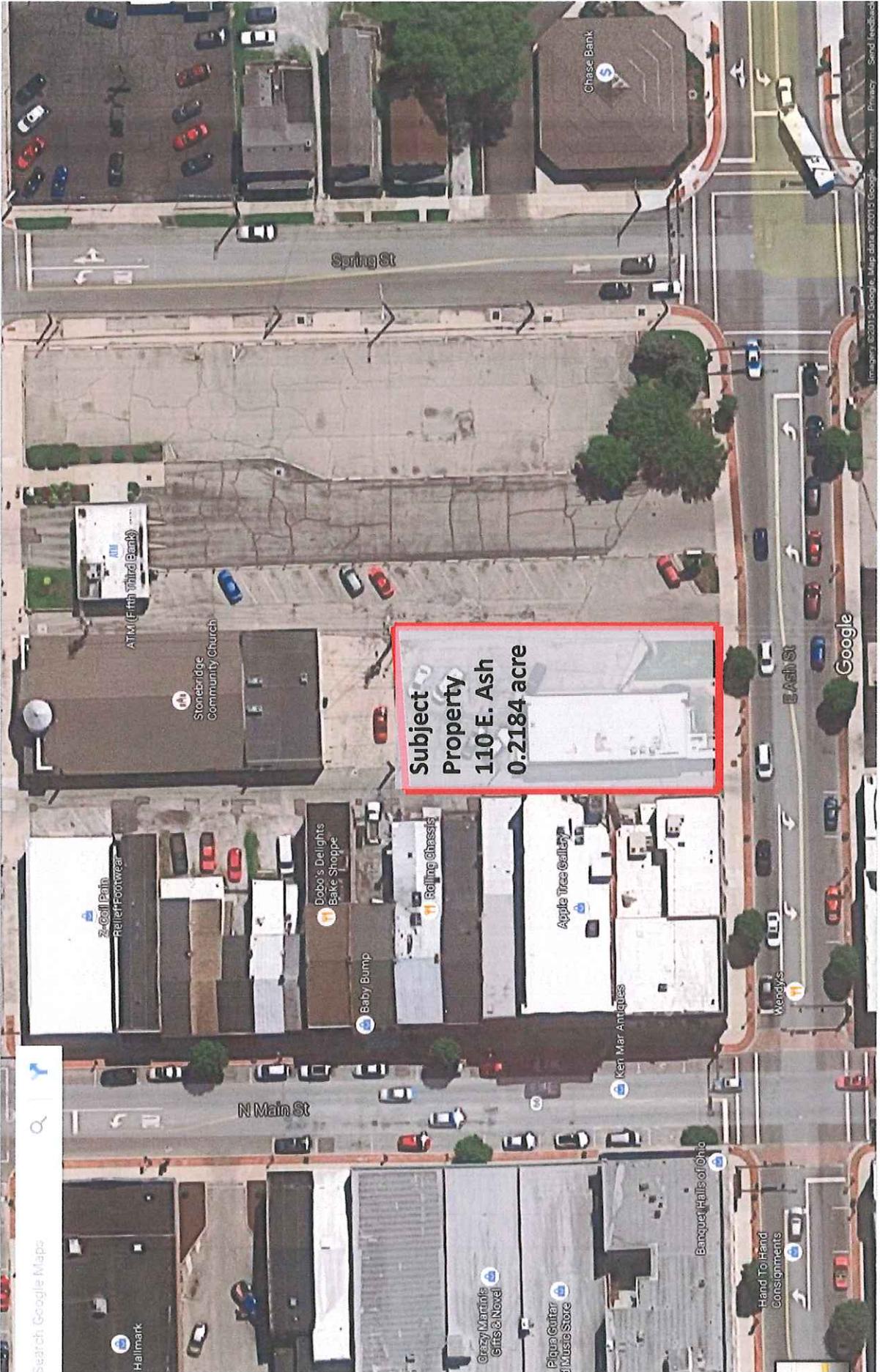
PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Item #11 Staff Report

MEETING DATE	May 17, 2016		
REPORT TITLE	A RESOLUTION AUTHORIZING THE SALE OF CITY OWNED REAL ESTATE		
SUBMITTED BY	Justin Sommer, Assistant City Manager		
	Development Department		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input checked="" type="checkbox"/> Asst. City Manager/Development		<input checked="" type="checkbox"/> Law Director
	<input type="checkbox"/> City Planner		<input type="checkbox"/> Planning Commission
BACKGROUND (Description, background, justification)	The petitioner desires to acquire a portion of property owned by the City of Piqua known as 110 E. Ash Street, Piqua, Miami County, Ohio. The property is currently vacant and is critical to redevelopment of the Miami and Erie Canal Corridor. The buyer desires to assume control of the property to facilitate future economic development.		
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted \$:	0	
	Expenditure \$:	0	
	Source of Funds:	N/A	
	Narrative:	The sale of the property will result in a net income of \$56,500.	
OPTIONS (Include deny /approval option)	1.	Adopt the resolution to sell the property.	
	2.	Defeat the resolution and deny the prospective buyer acquisition of the property.	
PROJECT TIMELINE	May 17, 2016 – City Commission – Authorize the Sale June/July 2016 – Close on sale transaction		
STAFF RECOMMENDATION	Approve the resolution.		
ATTACHMENTS	Map of Property		



Subject Property
110 E. Ash
0.2184 acre

Search Google Maps






































































































































































































































































































































































EXHIBIT "A"

LEGAL DESCRIPTION

BEING A PART OF INLOTS 26, 27, 30 AND 31 OF THE CITY OF PIQUA, SECTION 17, TOWN 6 NORTH, RANGE 6 EAST, MIAMI COUNTY, OHIO, AS DESCRIBED IN VOLUME 14, PAGE 326, OF THE MIAMI COUNTY RECORD OF LEASES AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing for reference at the Southwest corner of Inlot No. 31;

thence, North 89°-40'-00" East, 110.40 feet, along the South property line of said Inlot No. 31, also being the North right-of-way of Ash Street, to a cross out in concrete sidewalk on the West property line of the Miami and Erie Canal lands, said point also being the principal place of beginning for the tract herein conveyed;

thence, North 00°-20'-00" West, 151.30 feet, along said West property line of said Miami and Erie Canal lands to a P.K. nail;

thence, North 89°-46'-00" East, 68.50 feet, along the North line of said lease to a P.K. nail;

thence, South 03°-37'-13" West, 87.00 feet, along the East line of said lease to a P.K. nail;

thence, in a southerly direction 64.44 feet along said East line of said lease and the arc of a curve to the left with a radius of 923.86 feet, and a long chord of 64.43 feet bearing South 01°-37'-20" West to a cross cut in concrete sidewalk on the South line of said lease, said point also being on said North right-of-way of Ash Street;

thence, South 89°-40'-00" West, 60.30 feet, along the South line of said lease, also being said North right-of-way of Ash Street to the principal place of beginning.

Containing 0.221 acres, more or less, and being subject to any legal highways and easements of record.

All bearings are based on Miami County Engineer's Record of Lot Surveys Volume 16, Plat 116.

The above description was prepared by Thomas L. Coverstone, Ohio Professional Surveyor Number 7100, based on a survey by same dated December 14, 1998, as filed in Lot Survey Volume 23, Page 47.

Deed Reference: Lease Book 14, Page 326.

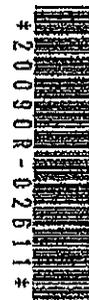
DESCRIPTION APPROVED
MIAMI COUNTY ENGINEER
BY *TAS* DATE 2-25-09

504
TRANSFERRED
In compliance with ORC 319.202
CHRIS A. PEEPLES, Miami County Auditor
Joyce Maddox
FEB 25 2009
Total Fee \$ _____
ORC 319.64 \$ _____
ORC 322.02 \$ _____
Exempt

REFERENCES 3
RECORDING FEE \$4.00
PAGES: 5

20090R-02611
PRESENTED FOR RECORD
MIAMI COUNTY, TROY, OHIO
02/25/2009 10:57:17AM

MIAMI COUNTY RECORDER
JOHN S. ALEXANDER



969300 2100 001