

**REGULAR PIQUA CITY COMMISSION MEETING  
TUESDAY, DECEMBER 13, 2022  
5:30 PM  
COMMISSION CHAMBER – 2<sup>nd</sup> FLOOR  
201 WEST WATER STREET  
PIQUA, OHIO 45356**

**CALL TO ORDER**

**THE PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**ADJOURNMENT TO EXECUTIVE SESSION**

**ROLL CALL**

**EXECUTIVE SESSION**

The purpose of the Executive Session is to consider the purchase or sale of property for public purposes and to prepare for and review negotiations on compensation or other terms and conditions of employment for City personnel.

**ADJOURNMENT FROM EXECUTIVE SESSION**

**REGULAR PIQUA CITY COMMISSION MEETING**

**CONSENT AGENDA**

1. **APPROVAL OF MINUTES**

Approval of the minutes from the December 6, 2022 regular Commission Meeting

**OLD BUSINESS**

2. **ORDINANCE NO. O-18-22 (3<sup>rd</sup> Reading)**

An ordinance to make Appropriations for the City of Piqua, Ohio, for the year 2023

3. **ORDINANCE NO. O-19-22 (2<sup>nd</sup> Reading –Tabled)**

An ordinance repealing existing Chapter 33 and enacting a new Chapter 33 of the Piqua Code

4. **ORDINANCE NO. O-20-22 (3<sup>rd</sup> Reading)**

An ordinance repealing Schedule A of Chapter 33 of the Piqua Code and adopting a new Schedule A of Chapter 33 of the Piqua Code, relating to wages of certain municipal employees

5. **ORDINANCE NO. O-21-22 (3<sup>rd</sup> Reading)**

An ordinance repealing Schedule A-1 of Chapter 33 of the Piqua Code and adopting a new Schedule A-1 of Chapter 33 of the Piqua Code, relating to wages of certain municipal employees

**NEW BUSINESS**

6. **ORDINANCE NO. O-22-22 (1<sup>st</sup> Reading—Request to waive 3 Reading Rule)**

An Emergency amended ordinance to make appropriations for the City of Piqua, Ohio for the Year 2022

7. **RESOLUTION NO. R-134-22**  
A resolution authorizing transfers of cash from the General Fund to the other funds for the fiscal year 2022
8. **RESOLUTION NO. R-135-22**  
A resolution authorizing transfers of cash from the General Fund to the other funds for the fiscal year 2023
9. **RESOLUTION NO. R-136-22**  
A resolution authorizing temporary loan of cash from the General Fund to the other funds for the fiscal year 2022
10. **RESOLUTION NO. R-137-22**  
A resolution authorizing temporary loan of cash from the General Fund to the other funds for the fiscal year 2023
11. **RESOLUTION NO. R-138-22**  
A resolution establishing a Piqua City Commission 2023 Calendar of Meetings
12. **RESOLUTION NO. R-139-22**  
A resolution awarding a contract for purchase of a bucket truck for the Power System
13. **RESOLUTION NO. R-140-22**  
A resolution authorizing the City Manager to enter into the LPA Federal ODOT-LET Project Agreement with the Ohio Department of Transportation (ODOT) for the Mia-Looney Road Resurfacing Project
14. **RESOLUTION NO. R-141-22**  
A resolution approving the use of employment services for 2022
15. **RESOLUTION NO. R-142-22**  
A resolution repealing Resolution No. R-120-22 and amending the amount of expenditure to Dell Inc. for the purchase of Dell hardware, licensing, installation & support
16. **RESOLUTION NO. R-143-22**  
A resolution authorizing the City Manager to enter into an Agreement for the Housing Rehabilitation Deferred Loan Assistance PY 2020 CHIP Program for 711 Cottage Avenue
17. **RESOLUTION NO. R-144-22**  
A resolution authorizing the City Manager to execute a contract to employ Frank J. Patrizio as Law Director and McCulloch, Felger, Fite and Gutmann Co., L.P.A. as legal counsel for the City of Piqua
18. **RESOLUTION NO. R-145-22**  
A resolution approving the purchase and sale of Inlots 2684 to 2692 and Inlots 2667 to 2675 and Outlot 127
19. **RESOLUTION NO. R-146-22**  
A resolution authorizing the City Manager to enter into a Collective Bargaining Agreement with the Fraternal Order of Police
20. **RESOLUTION NO. R-147-22**  
A resolution authorizing the City Manager to enter into an agreement with Springcreek Township Board of Township Trustees

**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.) The City Manager's office will respond at the following meeting during the City Manager's Report.

**CITY MANAGER'S REPORT**

**COMMISSIONERS' COMMENTS**

**ADJOURNMENT**



**MINUTES  
REGULAR PIQUA CITY COMMISSION MEETING  
TUESDAY, DECEMBER 6, 2022**

**CALL TO ORDER**

Piqua City Commission met at 5:30 p.m. in the Municipal Government Complex Commission Chambers located at 201 W. Water Street, Piqua, Ohio.

**ROLL CALL**

Mayor Pearson, Commissioners Grissom, Hinds and Vetter were present. A motion was made by Commissioner Grissom to excuse Commissioner Lee and Commissioner Hinds seconded the motion. Commissioner Lee was excused.

**ADJOURNMENT TO EXECUTIVE SESSION at 5:31 p.m.**

A motion was made by Commissioner Grissom to adjourn to Executive Session and seconded by Commissioner Vetter.

**ROLL CALL**

Mayor Pearson, Commissioners Grissom, Hinds and Vetter were present.

**EXECUTIVE SESSION**

The purpose of the Executive Session is to consider the purchase or sale of property for public purposes, and to consider pending or imminent litigation.

**ADJOURNMENT FROM EXECUTIVE SESSION at 6:33 p.m.**

**REGULAR PIQUA CITY COMMISSION MEETING**

**CONSENT AGENDA**

**APPROVAL OF MINUTES**

Approval of the minutes from the November 15, 2022 regular Commission Meeting  
Approval of the minutes from the November 15, 2022 Work Session

**RESOLUTION NO. R-129-22**

A resolution appointing a member to the Board of Zoning Appeals

**RESOLUTION NO. R-133-22**

A resolution appointing a member to the Miami County Community Action Council

A motion was made by Commissioner Hinds to approve the Consent Agenda and Commissioner Grissom seconded the motion. All approved and the motion carried unanimously.

Commissioner Comments: Mayor Pearson announced that Nicholas Johnston is appointed to Board of Zoning Appeals and Taylor Bowsher to the Miami County Community Action Council.

**OLD BUSINESS**

**ORDINANCE NO. O-18-22 (2<sup>nd</sup> Reading)**

An ordinance to make Appropriations for the City of Piqua, Ohio, for the year 2023

Introduction: Jennifer Kahle provided a brief fiscal overview for the new year 2023. There will be \$113,048. Million in Appropriations and the 2023 budget will be \$90.7 Million net. Jennifer said she'd be happy to answer questions.

Commissioners Comments: None

Public Comment: None

Action Taken: Second Reading

**ORDINANCE NO. O-19-22 (2<sup>nd</sup> Reading – Requesting to Table)**

An ordinance repealing existing Chapter 33 and enacting a new Chapter 33 of the Piqua Code

Introduction: Catherine Bogan requested to table this ordinance until negotiations with the unions have been completed.

Commissioners Comments: None

Public Comment: None

Action Taken: Remained Tabled

**ORDINANCE NO. O-20-22 (2<sup>nd</sup> Reading)**

An ordinance repealing Schedule A of Chapter 33 of the Piqua Code and adopting a new Schedule A of Chapter 33 of the Piqua Code, relating to wages of certain municipal employees

Introduction: Catherine Bogan explained that Schedule A refers to salaries for full-time, non-bargaining employees and entails a 3 percent Cost of Living Adjustment. Restructuring the schedule will also allow for organizational efficiencies.

Commissioners Comments: Commissioner Hinds asked Catherine to talk a little about the titles. Catherine Bogan explained that there is a companion document that shows the categories that the job titles fall into. This document will be on the intranet for all employees, including the Commissioners to view. This is not an uncommon way of showing pay classifications and is an adopted best practice.

Public Comment: Debbie Stein discussed the titles and how she doesn't understand why they were removed. Debbie said it is a transparency issue. Debbie questioned who else uses this format of just listing pay grades. Catherine Bogan responded that the City of Sidney uses a similar format.

Debbie Stein questioned why some areas on Schedule A was showing a 5 percent difference and some it was showing a 3%. Commissioner Hinds said it has always been a 5% increase between steps. Catherine acknowledged the same.

Commissioner Grissom asked what the procedure would be if a title would move into a different range and Catherine said commission approval would be requested.

Paul Oberdorfer pointed out the Federal and State governments are structured the same way and allow changes within the pay band. It gives you flexibility when recruiting and retaining employees. The request is to adopt a system which isn't antiquated and moves us into the 21<sup>st</sup> century.

Action Taken: 2<sup>nd</sup> reading

ORDINANCE NO. O-21-22 (2<sup>nd</sup> Reading)

An ordinance repealing Schedule A-1 of Chapter 33 of the Piqua Code and adopting a new Schedule A-1 of Chapter 33 of the Piqua Code, relating to wages of certain municipal employees

Introduction: Catherine Bogan explained that this refers to part-time, seasonal and temporary employees and involves a 3 percent Cost of Living Adjustment, along with adjusting the minimum wage rate per Ohio law to \$10.10 per hour in 2023.

Public Comment: Debbie Stein said that Schedule A-1 does show a 3% increase across the board. Debbie said it also shows titles and she still doesn't know why Schedule A can't be the same.

Commissioners Comments: Commissioner Grissom said what may appear as being transparent to the Commissioners and staff may not appear that way to citizens. He asked that citizens keep bring things that they feel lack transparency.

Action Taken: 2<sup>nd</sup> Reading

RESOLUTION NO. R-124-22 (Tabled)

A resolution repealing Resolution No. #R-99-22 and amending the grant allocation for the Piqua Small Business Grant Program

Action Taken: A motion was made by Commissioner Hinds to untable R-124-22 and Commissioner Vetter seconded the motion. The motion carried and the Resolution was untabled.

Introduction: Chris Schmiesing explained that \$350K was allocated initially to this program. Due to the overwhelming response from Small Businesses, more funding is being requested for a total of \$500K from the General Fund. Chris Schmiesing expressed that shifting the funds for this will generate well over a million dollars in activity downtown in the future, as 25 Small Businesses in Piqua would benefit from this program.

Commissioners Comments: Commissioner Grissom thanked Chris Schmiesing for meeting with him and answering all of his questions. Commissioner Hinds said this is huge for the city to give ½ million dollars to small businesses. Commissioner Grissom also said it is wonderful and just wanted to make sure the money was being used for what it was intended.

Public Comment: None

Action Taken: A motion was made by Commissioner Hinds to approve R-124-22 Commissioner Vetter seconded the motion. The motion carried unanimously.

RESOLUTION NO. R-125-22 (Tabled)

A Resolution awarding Grants for the Piqua Small Business Grant Program

Action Taken: A motion was made by Commissioner Hinds to untable R-125-22 and Commissioner Grissom seconded the motion. The motion carried and the Resolution was untabled.

Public Comment: Lorna Swisher said she'd like to echo what Commissioner Hinds said. Lorna said we are going to see new store fronts and new businesses open next year. She thanked the Commissioners.

Melanie Walker thanked the Commission for approving the grant. Melanie said a new awning was installed at her Main Street business today and they are getting new windows for another building. Commissioner Hinds thanked Ms. Walker for loving Piqua.

Action Taken: A motion was made by Commissioner Hinds to approve R-125-22 and Commissioner Grissom seconded the motion. All was in favor and the motion was approved.

#### NEW BUSINESS

##### RESOLUTION NO. R-130-22

A resolution authorizing a purchase order to Miami Valley Risk Management Association for purchase of insurance

Introduction: Catherine Bogan said this request is to continue participation with Miami Valley Risk Management.

Commissioners Comments: Commissioner Vetter asked how many firms offer this type of insurance. Catherine Bogan explained that his is a unique pool but is common with our neighboring cities. She named a few other municipalities that were in the pool.

Commissioner Grissom asked if the \$50,000 increase was due to a change in coverage. Catherine Bogan responded that it was due to high claims. Catherine did say that she checked with Finance to make sure they knew the increase so it was budgeted for.

Public Comment: None

Action Taken: A motion was made by Commissioner Vetter to approve R-130-22 and Commissioner Grissom seconded the motion. All was in favor and the motion carried unanimously.

##### RESOLUTION NO. R-131-22

A resolution authorizing the city's purchasing department to advertise for bids to make certain purchases during the 2023 year

Introduction: Jennifer Kahle pointed out that this is a yearly request to advertise for bids as shown in Exhibit A. This resolution is just asking for approval to fulfill the Finance Departments commitment.

Commissioners Comments: Commissioner Grissom asked who else we send advertisements to besides Miami Valley Today. Jennifer Kahle said there is a website for bids but Miami Valley Today is the main one. Commissioner Grissom said he just wants to encourage local businesses. Jennifer Kahle said that the purchasing department does a thorough job. Commissioner Hinds said that she knows different department heads have reached out to small businesses.

Public Comment: None

Action Taken: A motion was made by Mayor Pearson to approve R-131-22 and Commissioner Vetter seconded the motion. All was in favor and the motion carried unanimously.

##### RESOLUTION NO. R-132-22

A resolution accepting annexation of 1.246 acres of land from Springcreek Township to the City of Piqua

Introduction: Chris Schmiesing reminded Commissioners that earlier this year the annexation agreement was approved for this property in exchange for allowing the property owner to hook into utilities. This annexation request is the final step in fulfilling their obligation.

Commissioners Comments: None

Public Comment: None

Action Taken: A motion was made by Commissioner Grissom to approve R-132-22 and Commissioner Hinds seconded the motion. All was in favor and the motion carried unanimously.

PUBLIC COMMENT –

Lorna Swisher thanked the City for helping to make Christmas on the Green and the Parade happen. She also thanked the city for placing a Christmas Tree on Main Street. Lorna announced a new interactive app on Main Street Piqua's website. If you click on a category, all businesses relating to that category will show. Commissioner Grissom asked if that is something we could put on our website and Paul Oberdorfer said he can look into it.

Tom Hudson stepped up to say that all commissioners need a pay raise. It would attract more residents to run. Tom also mentioned that Paul and Chris did a nice job at the meeting about the hydraulic. Commissioner Grissom said there is another meeting coming up Monday, December 12th.

**CITY MANAGER'S REPORT**

Paul Oberdorfer reported that the public works department will continue to do leaf pick up thru mid-December. He also announced that the Smart Hub app is up and running. He thanked UBO, Ben, Dean and Jenifer. He pointed out that UBO will help people register.

**COMMISSIONERS' COMMENTS**

COMMISSIONER HINDS – Encouraged people to drive around and look at Christmas lights. The town is beautiful.

COMMISSIONER GRISSOM – Thanked RJ Monnier for getting Smart Hub application to City of Piqua. He also confirmed with Jennifer Kahle that there would be a small fee for paying at a store. Jennifer Kahle also said that there is a kink when looking up usage but they are working to get that resolved. Commissioner Grissom thanked Lorna for Christmas on the Green and the parade. He said he appreciates Mr. Hudson for his comments regarding salary.

COMMISSIONER VETTER acknowledged receipt of a letter from a SW neighborhood and PNIC member who was concerned about the future of Candlewood Blvd. He said hopefully we can get it taken care of. Lastly, Commissioner Vetter mentioned a problem with feral cats.

MAYOR PEARSON encourages citizens to become a volunteer and named off a number of places that need them.

ADJOURNMENT at 7:29 p.m.

A motion was made by Commissioner Grissom to adjourn and Commissioner Hinds seconded the motion. All approved and the motion carried unanimously.

Approved: \_\_\_\_\_

\_\_\_\_\_  
Cindy Pearson, Mayor

Attest: \_\_\_\_\_  
Clerk of Commission

**Commission Agenda  
Staff Report**

<b>MEETING DATE</b>	December 13, 2022		
<b>REPORT TITLE</b>	An Amended Ordinance to make appropriations for the City of Piqua, Ohio for the year 2023		
<b>SUBMITTED BY</b>	Name & Title: Jennifer Kahle, Finance Director		
	Department: Finance		
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution <input type="checkbox"/> Regular
<b>APPROVALS/REVIEWS</b>	<input checked="" type="checkbox"/> City Manager		<input checked="" type="checkbox"/> Finance Director
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input type="checkbox"/> Department Director		<input type="checkbox"/> Other:
<b>BACKGROUND</b>	We are required to present and pass the 2023 Annual Budget by the end of the year. This is the first reading of this ordinance with the Commission reviewing the Department Budgets on November 15, 2022.		
<b>BUDGETING AND FINANCIAL IMPACT</b>	Appropriations \$:	\$114,298,000 including transfers \$91,035,730 net of transfers	
	Source of Funds:	Various	
	<b>Narrative</b>		
<b>OPTIONS</b>	1.	Approve Ordinance No. 18-22 accepting the Ordinance to make Appropriations for the City of Piqua for the year 2023.	
	2.	Approve Ordinance No. 18-22 accepting the Ordinance to make Appropriations for the City of Piqua for the year 2023 with changes being made to the amounts requested.	
<b>PROJECT TIMELINE</b>	January 1, 2023		
<b>STAFF RECOMMENDATION</b>	We are requesting approval of Ordinance No. 18-22 accepting the Ordinance to make Appropriations for the City of Piqua for the year 2023.		
<b>REASON FOR SELECTING CONSULTANT/COMPANY</b>	N/A		
<b>ATTACHMENTS</b>			

**ORDINANCE NO. 18-22**  
**AN ORDINANCE TO MAKE APPROPRIATIONS FOR THE**  
**CITY OF PIQUA, OHIO FOR THE YEAR 2023**

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

**SEC. 1:** That there be appropriated from the GENERAL FUND (001)

<u>ACCOUNT</u>	<u>2023 BUDGET</u>
<u>City Building</u>	
Operation and Maintenance	\$212,577
Capital Outlay (including labor)	\$90,460
Allocated Expenses	(\$26,378)
<b>TOTAL</b>	<b>\$276,659</b>
<u>City Commission</u>	
Personal Services/Administrative Support	\$37,086
Operation and Maintenance	\$98,299
<b>TOTAL</b>	<b>\$135,385</b>
<u>City Manager</u>	
Personal Services/Administrative Support	\$286,796
Operation and Maintenance	\$32,605
Allocated Expenses	(\$233,706)
<b>TOTAL</b>	<b>\$85,695</b>
<u>Civil Service</u>	
Operation and Maintenance	\$51,471
<b>TOTAL</b>	<b>\$51,471</b>
<u>Engineering</u>	
Personal Services/Administrative Support	\$403,477
Operation and Maintenance	\$69,588
Allocated Expenses	(\$384,933)
<b>TOTAL</b>	<b>\$88,132</b>
<u>Finance</u>	
Personal Services/Administrative Support	\$679,601
Operation and Maintenance	\$50,404
Allocated Expenses	(\$505,018)
<b>TOTAL</b>	<b>\$224,987</b>
<u>Law</u>	
Personal Services/Administrative Support	\$10,391
Operation and Maintenance	\$140,434
Allocated Expenses	(\$89,810)
<b>TOTAL</b>	<b>\$61,015</b>
<u>Income Tax</u>	
Personal Services/Administrative Support	\$91,582
Operation and Maintenance	\$575,959
<b>TOTAL</b>	<b>\$667,541</b>
<u>Planning &amp; Zoning</u>	
Personal Services/Administrative Support	\$471,497
Operation and Maintenance	\$155,436
<b>TOTAL</b>	<b>\$626,933</b>
<u>General Government</u>	
Operation and Maintenance	\$789,370
Capital Outlay (including labor)	\$300,000
<b>TOTAL</b>	<b>\$1,089,370</b>
<u>Human Resources</u>	
Personal Services/Administrative Support	\$367,722
Operation and Maintenance	\$46,005
Allocated Expenses	(\$359,001)
<b>TOTAL</b>	<b>\$54,726</b>
<u>Public Relations</u>	
Personal Services/Administrative Support	\$110,786
Operation and Maintenance	\$19,129
Allocated Expenses	(\$76,832)

TOTAL

\$53,083

<u>Purchasing</u>		
Personal Services/Administrative Support		\$244,312
Operation and Maintenance		\$19,604
Allocated Expenses		<u>(\$252,249)</u>
<b>TOTAL</b>		\$11,667
<u>Transfers</u>		
Transfer to Parks Fund 105		<b>\$800,000</b>
Transfer to Safety Fund 106		\$3,550,000
Transfer to Forest Hill Mausoleum Fund 110		\$28,000
Transfer to Small Business Grant Fund 127		<b>\$325,000</b>
Transfer to Economic Development Revolving Loan Fund 144		\$500,000
Transfer to Golf 409		\$400,000
Transfer to Fort Piqua Plaza 410		<u>\$250,000</u>
<b>TOTAL</b>		\$5,853,000
<b>TOTAL GENERAL FUND</b>		\$9,279,664
<b>SEC. 2:</b>	That there be appropriated from the STREET DEPARTMENT FUND (101)	
Personal Services/Administrative Support		\$1,409,337
Operation and Maintenance		\$1,546,887
Capital Outlay (including labor)		<u>\$814,000</u>
<b>TOTAL</b>		\$3,770,224
<b>SEC. 3:</b>	That there be appropriated from the STATE HIGHWAY FUND (102)	
Operation and Maintenance		<u>\$95,000</u>
<b>TOTAL</b>		\$95,000
<b>SEC. 4:</b>	That there be appropriated from the STREET INCOME TAX FUND (103)	
Operation and Maintenance		\$1,875,204
Capital Outlay (including labor)		<u>\$1,100,010</u>
<b>TOTAL</b>		\$2,975,214
<b>SEC. 5:</b>	That there be appropriated from the NEIGHBORHOOD IMPROVEMENT PROGRAM FUND (104)	
Personal Services/Administrative Support		\$10,414
Operation and Maintenance		<u>\$78,650</u>
<b>TOTAL</b>		\$89,064
<b>SEC. 6:</b>	That there be appropriated from the PARK AND RECREATION FUND (105)	
Personal Services/Administrative Support		\$712,501
Operation and Maintenance		\$680,368
Capital Outlay (including labor)		<u>\$2,197,731</u>
<b>TOTAL</b>		\$3,590,600
<b>SEC. 7:</b>	That there be appropriated from the PUBLIC SAFETY FUND (106)	
<u>009 Fire Department</u>		
Personal Services/Administrative Support		\$4,977,626
Operation and Maintenance		\$897,316
Capital Outlay (including labor)		<u>\$535,400</u>
<b>TOTAL</b>		\$6,410,342
<u>014 Police Department</u>		
Personal Services/Administrative Support		\$5,340,387
Operation and Maintenance		\$931,137
Capital Outlay (including labor)		<u>\$121,053</u>
<b>TOTAL</b>		\$6,392,577
<b>TOTAL PUBLIC SAFETY</b>		\$12,802,919
<b>SEC. 8:</b>	That there be appropriated from the D.U.I. EDUCATIONAL FUND (109)	
Operation & Maintenance		<u>\$11,000</u>
<b>TOTAL</b>		\$11,000
<b>SEC. 9:</b>	That there be appropriated from the FOREST HILL MAUSOLEUM FUND (110)	

Operation & Maintenance

\$28,000

TOTAL

\$28,000

<b>SEC. 10:</b>	That there be appropriated from the MANDATORY DRUG FINE FUND (111)	
	Operation and Maintenance	<u>\$4,400</u>
<b>TOTAL</b>		\$4,400
<b>SEC. 11:</b>	That there be appropriated from the SCARBROUGH TIF FUND (112)	
	Operation and Maintenance	<u>\$40,900</u>
<b>TOTAL</b>		\$40,900
<b>SEC. 12:</b>	That there be appropriated from the ONEOHIO OPIOID SETTLEMENT FUND (113)	
	Operation and Maintenance	<u>\$15,000</u>
<b>TOTAL</b>		\$15,000
<b>SEC. 13:</b>	That there be appropriated from the RENEW PIQUA FUND (114)	
	Operation and Maintenance	<u>\$469</u>
<b>TOTAL</b>		\$469
<b>SEC. 14:</b>	That there be appropriated from the CHIP 2017 FUND (117)	
	Operation and Maintenance	<u>\$234,400</u>
<b>TOTAL</b>		\$234,400
<b>SEC. 15:</b>	That there be appropriated from the CDBG-CV FUND (118)	
	Operation and Maintenance	<u>\$689,100</u>
<b>TOTAL</b>		\$689,100
<b>SEC. 16:</b>	That there be appropriated from the C.H.I.P. PROGRAM INCOME FUND (119)	
	Operation and Maintenance	<u>\$66,500</u>
<b>TOTAL</b>		\$66,500
<b>SEC. 17:</b>	That there be appropriated from the COMMUNITY DEVELOPMENT BLOCK GRANT FUND (122)	
	Operation and Maintenance	<u>\$143,900</u>
<b>TOTAL</b>		\$143,900
<b>SEC. 18:</b>	That there be appropriated from the WORKER'S COMP FUND (124)	
	Personal Services/Administrative Support	<u>\$300,000</u>
<b>TOTAL</b>		\$300,000
<b>SEC. 19:</b>	That there be appropriated from the INSURANCE RESERVE FUND (125)	
	Operation & Maintenance	<u>\$498,000</u>
<b>TOTAL</b>		\$498,000
<b>SEC. 20:</b>	That there be appropriated from the DEMOLITION DEFENSE FUND (126)	
	Operation & Maintenance	<u>\$60,000</u>
<b>TOTAL</b>		\$60,000
<b>SEC. 21:</b>	That there be appropriated from the SMALL BUSINESS GRANT FUND (127)	
	Operation and Maintenance	<u>\$425,000</u>
<b>TOTAL</b>		\$425,000
<b>SEC. 22:</b>	That there be appropriated from the REVOLVING LOAN FUND (130)	
	Operation and Maintenance	<u>\$2,000</u>
<b>TOTAL</b>		\$2,000
<b>SEC. 23:</b>	That there be appropriated from the COMMUNITY DEVELOPMENT FUND (135)	
	Personal Services/Administrative Support	\$430,164

Operation and Maintenance  
Allocated Expenses

\$66,619

(\$496,783)

**TOTAL**

\$0

<b>SEC. 24:</b>	That there be appropriated from the FEMA FUND (139)	
Personal Services/Administrative Support		<u>\$20,000</u>
<b>TOTAL</b>		\$20,000
<b>SEC. 25:</b>	That there be appropriated from the SLFRF FUND (141)	
Operation and Maintenance		<u>\$2,243,470</u>
<b>TOTAL</b>		\$2,243,470
<b>SEC. 26:</b>	That there be appropriated from the AGRICULTURAL REVOLVING LOAN FUND (142)	
Personal Services/Administrative Support		\$500
Operation and Maintenance		<u>\$45,000</u>
<b>TOTAL</b>		\$45,500
<b>SEC. 27:</b>	That there be appropriated from the ECONOMIC DEVELOPMENT REVOLVING LOAN FUND (144)	
Operation and Maintenance		<u>\$500,000</u>
<b>TOTAL</b>		\$500,000
<b>SEC. 28:</b>	That there be appropriated from the SPECIAL ASSESSMENT DEBT SERVICE FUND (202)	
Operation and Maintenance		<u>\$2,000</u>
<b>TOTAL</b>		\$2,000
<b>SEC. 29:</b>	That there be appropriated from the OPWC WASTEWATER LIFT STATIONS DEBT SERVICE FUND (210)	
Non Government/Transfers/Refunds		<u>\$33,419</u>
<b>TOTAL</b>		\$33,419
<b>SEC. 30:</b>	That there be appropriated from the OFFSITE PIPELINE (OWDA) DEBT SERVICE FUND (250)	
Non Government/Transfers/Refunds		<u>\$184,126</u>
<b>TOTAL</b>		\$184,126
<b>SEC. 31:</b>	That there be appropriated from the EQUALIZATION TANK '08 NOTE (OWDA) DEBT SERVICE FUND (254)	
Non Government/Transfers/Refunds		<u>\$293,988</u>
<b>TOTAL</b>		\$293,988
<b>SEC. 32:</b>	That there be appropriated from the WATER PLANT OWDA DEBT SERVICE FUND (256)	
Non Government/Transfers/Refunds		<u>\$2,303,440</u>
<b>TOTAL</b>		\$2,303,440
<b>SEC. 33:</b>	That there be appropriated from the WASTEWATER PLANT ENGINEERING DEBT SERVICE FUND (257)	
Non Government/Transfers/Refunds		<u>\$2,233,450</u>
<b>TOTAL</b>		\$2,233,450
<b>SEC. 34:</b>	That there be appropriated from the OWDA WATER TOWER DEBT SERVICE FUND (258)	
Non Government/Transfers/Refunds		<u>\$177,569</u>
<b>TOTAL</b>		\$177,569
<b>SEC. 35:</b>	That there be appropriated from the SHAWNEE STORMWATER PROJECT DEBT SERVICE FUND (261)	
Non Government/Transfers/Refunds		<u>\$3,278</u>
<b>TOTAL</b>		\$3,278
<b>SEC. 36:</b>	That there be appropriated from the POWER SYSTEM FUND (401)	

Personal Services/Administrative Support	\$2,489,888
Operation and Maintenance	\$31,181,482
Capital Outlay (including labor)	\$1,885,105
Overhead Transfers	<u>(\$175,000)</u>
<b>TOTAL</b>	<b>\$35,381,475</b>

<b>SEC. 37:</b>	That there be appropriated from the WATER SYSTEM FUND (403)	
	Personal Services/Administrative Support	\$1,830,192
	Operation and Maintenance	\$2,914,049
	Capital Outlay (including labor)	\$2,356,083
	Non Government/Transfers/Refunds	\$2,665,135
	<b>TOTAL</b>	<b>\$9,765,459</b>
<b>SEC. 38:</b>	That there be appropriated from the WASTEWATER SYSTEM FUND (404)	
	Personal Services/Administrative Support	\$1,486,547
	Operation and Maintenance	\$1,742,097
	Capital Outlay (including labor)	\$1,140,000
	Non Government/Transfers/Refunds	\$2,560,857
	<b>TOTAL</b>	<b>\$6,929,501</b>
<b>SEC. 39:</b>	That there be appropriated from the GARBAGE AND REFUSE FUND (405)	
	Personal Services/Administrative Support	\$861,444
	Operation and Maintenance	\$1,435,575
	Capital Outlay (including labor)	\$75,000
	<b>TOTAL</b>	<b>\$2,372,019</b>
<b>SEC. 40:</b>	That there be appropriated from the CITY INCOME TAX ADMINISTRATION FUND (407)	
	Non Government/Transfers/Refunds	\$12,180,000
	<b>TOTAL</b>	<b>\$12,180,000</b>
<b>SEC. 41:</b>	That there be appropriated from the INFORMATION TECHNOLOGY FUND (408)	
	Personal Services/Administrative Support	\$346,476
	Operation and Maintenance	\$778,926
	<b>TOTAL</b>	<b>\$1,125,402</b>
<b>SEC. 42:</b>	That there be appropriated from the GOLF COURSE FUND (409)	
	Personal Services/Administrative Support	\$172,654
	Operation and Maintenance	\$709,674
	Capital Outlay (including labor)	\$50,000
	<b>TOTAL</b>	<b>\$932,328</b>
<b>SEC. 43:</b>	That there be appropriated from the FORT PIQUA PLAZA FUND (410)	
	Operation & Maintenance	\$456,532
	Capital (including labor)	\$38,000
	<b>TOTAL</b>	<b>\$494,532</b>
<b>SEC. 44:</b>	That there be appropriated from the STORMWATER UTILITY FUND (411)	
	Personal Services/Administrative Support	\$398,242
	Operation and Maintenance	\$541,320
	Capital Outlay (including labor)	\$606,140
	Non Government/Transfers/Refunds	\$3,278
	<b>TOTAL</b>	<b>\$1,548,980</b>
<b>SEC. 45:</b>	That there be appropriated from the UTILITIES BUSINESS OFFICE FUND (413)	
	Personal Services/Administrative Support	\$532,301
	Operation and Maintenance	\$1,205,517
	Allocated Expenses	(\$1,737,818)
	<b>TOTAL</b>	<b>\$0</b>
<b>SEC. 46:</b>	That there be appropriated from the UNCLAIMED TRUST (606)	
	Non Government/Transfers/Refunds	\$2,000
	<b>TOTAL</b>	<b>\$2,000</b>
<b>SEC. 47:</b>	That there be appropriated from the LAW ENFORCEMENT TRUST (609)	
	Operation and Maintenance	\$50,000

<b>TOTAL</b>		\$50,000
<b>SEC. 48:</b>	That there be appropriated from the CONSERVANCY FUND (611)	
Operation and Maintenance		<u>\$54,710</u>
<b>TOTAL</b>		\$54,710

SEC. 49: That there be appropriated from the CITY HEALTH INSURANCE FUND (614)

Operation and Maintenance \$50,000

**TOTAL** \$50,000

SEC. 50: That there be appropriated from the EMPLOYEE FLEXIBLE SPENDING FUND (615)

Administrative Support \$250,000

**TOTAL** \$250,000

SEC. 51: That the sum appropriated are actual expenditures for goods and services or other government functions performed in the calendar year 2023. Future commitments representing encumbrances of fund balance or future receipts will be appropriated in the future year when those services or goods are rendered to the city.

SEC. 52: That the sums expended from the appropriations and which are proper charges against any other department or against any person, firm or corporation which are repaid with the period covered by such appropriations shall be considered reappropriated for such original purposes; provided, that the net total of expenditures under any item of said appropriations shall not exceed the amount of the item.

SEC. 53: That the Director of Finance is hereby authorized and directed to draw her warrant upon the City Treasury for the amounts appropriated in this order when claims are properly presented and approved, the same to be chargeable to the appropriations for the year 2023 when passed and legally contracted for in conformity by law.

SEC. 54: That the Finance Director at the discretion of the City Manager make temporary advances from the General Fund to any Fund to cover temporary shortages of cash until revenues or permanent transfers become available to repay that temporary advance. That these advances may not exceed \$1,000,000 in the aggregate nor extend past December 31, 2023; except those that are to be reimbursed by federal, state or other grant programs that were previously approved by this Commission.

SEC. 55: That all ordinances, or parts of ordinances, inconsistent with this ordinance be and they are hereby repealed.

\_\_\_\_\_  
CINDY PEARSON, MAYOR

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

ATTEST: \_\_\_\_\_  
MELISSA KINNEY  
CLERK OF COMMISSION

The Motion to adopt the foregoing Ordinance was offered by \_\_\_\_\_

seconded by \_\_\_\_\_ and on roll call the following vote ensued:

- Mayor Cindy Pearson \_\_\_\_\_
- Commissioner Kathryn B. Hinds \_\_\_\_\_
- Commissioner Kris Lee \_\_\_\_\_
- Commissioner Chris Grissom \_\_\_\_\_
- Commissioner Jim Vetter \_\_\_\_\_

**Commission Agenda  
Staff Report**

<b>MEETING DATE</b>	NOVEMBER 15, 2022 DECEMBER 6, 2022 DECEMBER 13, 2022		
<b>REPORT TITLE</b> (Should match resolution/ordinance title)	AN ORDINANCE REPEALING CHAPTER 33 AND ENACTING A NEW CHAPTER 33 OF THE PIQUA CODE		
<b>SUBMITTED BY</b>	Name & Title: Catherine M. Bogan, Human Resources Director Department: Human Resources		
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution <input type="checkbox"/> Regular
<b>APPROVALS/REVIEWS</b>	<input checked="" type="checkbox"/> City Manager	<input checked="" type="checkbox"/> Asst. City Manager/Finance	
	<input type="checkbox"/> Asst. City Manager/Development	<input type="checkbox"/> Law Director	
	<input checked="" type="checkbox"/> Department Director;	<input type="checkbox"/> Other:	
<b>BACKGROUND</b> (Includes description, background, and justification)	This ordinance updates Chapter 33 of the Piqua Code to be discussed in the Executive Session.		
<b>BUDGETING AND FINANCIAL IMPACT</b> (Includes project costs and funding sources)	Budgeted \$:	Included in the 2023 appropriations	
	Expenditure \$:		
	Source of Funds:	Various	
	<b>Narrative:</b>		
<b>OPTIONS</b> (Include Deny /Approval Option)	1.	Adopt Ordinance	
	2.	Reject Ordinance and provide staff with further direction	
	3.		
	4.		
<b>PROJECT TIMELINE</b>	Effective - January 1, 2023		
<b>REASON FOR SELECTING CONSULTANT/COMPANY</b>	N/A		
<b>ATTACHMENTS</b>	To be provided in Executive Session		

**ORDINANCE NO. O-19-22**

**AN ORDINANCE REPEALING EXISTING CHAPTER 33  
AND ENACTING A NEW CHAPTER 33 OF THE  
PIQUA CODE**

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

SECTION 1: Existing Chapter 33 of the Piqua Code is hereby repealed;

SECTION 2: Chapter 33 of the Piqua Code (appended hereto) is hereby enacted;

SECTION 3: This Ordinance shall take effect and be in force from and after  
January 1, 2023.

\_\_\_\_\_  
CINDY PEARSON, MAYOR

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

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

CLERK OF COMMISSION

1<sup>st</sup> Reading-November 15, 2022  
2<sup>nd</sup> Reading December 6, 2022  
3<sup>rd</sup> Reading December 13, 2022

The Motion to adopt the foregoing Ordinance was offered by \_\_\_\_\_  
seconded by \_\_\_\_\_ and on roll call the following vote ensued:

Mayor Cindy Pearson	_____
Commissioner Kris Lee	_____
Commissioner Jim Vetter	_____
Commissioner Kathryn B. Hinds	_____
Commissioner J. Chris Grissom	_____

Commission Agenda Staff Report

<b>MEETING DATE</b>	November 15 , 2022 (1 <sup>st</sup> Reading) December 6, 2022 (2 <sup>nd</sup> Reading) December 13, 2022 (3 <sup>rd</sup> Reading)		
<b>REPORT TITLE</b> (Should match resolution/ordinance title)	AMENDED ORDINANCE NO. O-20-22 - AN ORDINANCE REPEALING SCHEDULE A OF CHAPTER 33 OF THE PIQUA CODE AND ADOPTING A NEW SCHEDULE A OF CHAPTER 33 OF THE PIQUA CODE, RELATING TO WAGES OF CERTAIN MUNICIPAL EMPLOYEES.		
<b>SUBMITTED BY</b>	Name & Title: Catherine M. Bogan, Human Resources Director		
	Department: Human Resources		
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution <input type="checkbox"/> Regular
<b>APPROVALS/REVIEWS</b>	<input checked="" type="checkbox"/> City Manager	<input checked="" type="checkbox"/> Finance	
	<input type="checkbox"/> Asst. City Manager/Development	<input type="checkbox"/> Law Director	
	<input checked="" type="checkbox"/> Department Director;	<input type="checkbox"/> Other:	
<b>BACKGROUND</b> (Includes description, background, and justification)	Schedule A covers full-time employees not covered by a bargaining unit. All other classifications were appropriately adjusted.		
<b>BUDGETING AND FINANCIAL IMPACT</b> (Includes project costs and funding sources)	Budgeted \$:	Included in 2023 appropriations	
	Expenditure \$:		
	Source of Funds:	Various	
	<b>Narrative:</b>		
<b>OPTIONS</b> (Include Deny /Approval Option)	1.	Adopt Amended Ordinance No. O-20-22.	
	2.	Reject Amended Ordinance No. O-20-22 and provide staff with further direction.	
	3.		
	4.		
<b>PROJECT TIMELINE</b>	January 1, 2023		
<b>REASON FOR SELECTING CONSULTANT/COMPANY</b>	N/A		
<b>ATTACHMENTS</b>	Schedule A to be provided in Executive Session.		

**ORDINANCE NO. O-20-22**

**AN ORDINANCE REPEALING SCHEDULE A OF CHAPTER 33 OF THE PIQUA CODE AND ADOPTING A NEW SCHEDULE A OF CHAPTER 33 OF THE PIQUA CODE, RELATING TO WAGES OF CERTAIN MUNICIPAL EMPLOYEES**

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: Schedule A of Chapter 33 of the Piqua Code, as adopted by Ordinance No. O-7-22, is hereby repealed; and

SEC. 2: Schedule A of Chapter 33 of the Piqua Code (appended hereto) is hereby adopted;

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

\_\_\_\_\_  
CINDY PEARSON, MAYOR

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

ATTEST: \_\_\_\_\_  
CLERK OF COMMISSION

The Motion to adopt the foregoing Ordinance was offered by \_\_\_\_\_  
seconded by \_\_\_\_\_ and on roll call the following vote ensued:

Mayor Cindy Pearson \_\_\_\_\_  
Commissioner Kathryn B. Hinds \_\_\_\_\_  
Commissioner Kris Lee \_\_\_\_\_  
Commissioner Chris Grissom \_\_\_\_\_  
Commissioner James Vetter \_\_\_\_\_

			Minimum	Maximum			
Non-Exempt	4,5,6,7,8	Hourly	\$ 20.44	\$ 32.94			
Entry Level	8,9,10	Weekly	\$ 1,032.36	\$ 1,480.43			
Professional	11,12	Weekly	\$ 1,229.56	\$ 1,663.42			
Manager	13,14,15	Weekly	\$ 1,381.52	\$ 2,100.02			
Engineer***/Superintendent**	16,17	Weekly	\$ 1,645.43	\$ 2,226.01			
Director/Chief*	18,19,20,	Weekly	\$ 1,848.79	\$ 2,651.23			
ACM	21	Weekly	\$ 2,201.94	\$ 2,810.30			
Steps	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
Pay Range							
Non-Exempt	4 \$ 20.44	\$ 21.47	\$ 22.54	\$ 23.67	\$ 24.85	\$ 26.09	
	5 \$ 21.67	\$ 22.75	\$ 23.89	\$ 25.09	\$ 26.34	\$ 27.66	
	6 \$ 22.97	\$ 24.12	\$ 25.32	\$ 26.59	\$ 27.92	\$ 29.32	
	7 \$ 24.35	\$ 25.57	\$ 26.84	\$ 28.19	\$ 29.60	\$ 31.07	
	8 \$ 25.81	\$ 27.10	\$ 28.45	\$ 29.88	\$ 31.37	\$ 32.94	
Exempt	8 \$ 1,032.36	\$ 1,083.98	\$ 1,138.17	\$ 1,195.10	\$ 1,254.83	\$ 1,317.58	
	9 \$ 1,094.29	\$ 1,149.01	\$ 1,206.47	\$ 1,266.78	\$ 1,330.13	\$ 1,396.65	
	10 \$ 1,159.96	\$ 1,217.95	\$ 1,278.84	\$ 1,342.81	\$ 1,409.95	\$ 1,480.43	
	11 \$ 1,229.56	\$ 1,291.03	\$ 1,355.57	\$ 1,423.35	\$ 1,494.54	\$ 1,569.26	
	12 \$ 1,303.32	\$ 1,368.50	\$ 1,436.92	\$ 1,508.77	\$ 1,584.20	\$ 1,663.42	
	13 \$ 1,381.52	\$ 1,450.59	\$ 1,523.14	\$ 1,599.29	\$ 1,679.23	\$ 1,763.21	
	14 \$ 1,464.42	\$ 1,537.64	\$ 1,614.51	\$ 1,695.24	\$ 1,780.00	\$ 1,869.02	
	15 \$ 1,552.29	\$ 1,629.89	\$ 1,711.40	\$ 1,796.95	\$ 1,886.81	\$ 1,981.14	
	16 \$ 1,645.43	\$ 1,727.68	\$ 1,814.08	\$ 1,904.76	\$ 2,000.02	\$ 2,100.02	
	17 \$ 1,744.14	\$ 1,831.35	\$ 1,922.91	\$ 2,019.06	\$ 2,120.01	\$ 2,226.01	
	18 \$ 1,848.79	\$ 1,941.23	\$ 2,038.29	\$ 2,140.20	\$ 2,247.21	\$ 2,359.57	
	19 \$ 1,959.71	\$ 2,057.71	\$ 2,160.59	\$ 2,268.62	\$ 2,382.05	\$ 2,501.15	
	20 \$ 2,077.30	\$ 2,181.16	\$ 2,290.23	\$ 2,404.75	\$ 2,524.97	\$ 2,651.23	
	21 \$ 2,201.94	\$ 2,312.04	\$ 2,427.64	\$ 2,549.02	\$ 2,676.47	\$ 2,810.30	

\*Chiefs eligible for 3% additional

\*\*Requires Class IV License

\*\*\* Requires PE

**Commission Agenda  
Staff Report**

<b>MEETING DATE</b>	November 15 , 2022 (1st Reading) December 6, 2022 (2nd Reading) December 13, 2022 (3rd Reading)			
<b>REPORT TITLE</b> (Should match resolution/ordinance title)	AN ORDINANCE REPEALING SCHEDULE A-1 OF CHAPTER 33 OF THE PIQUA CODE AND ADOPTING A NEW SCHEDULE A-1 OF CHAPTER 33 OF THE PIQUA CODE, RELATING TO WAGES OF CERTAIN MUNICIPAL EMPLOYEES.			
<b>SUBMITTED BY</b>	Name & Title: Catherine M. Bogan, Human Resources Director Department: Human Resources			
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Regular
<b>APPROVALS/REVIEWS</b>	<input checked="" type="checkbox"/> City Manager		Asst. City Manager/Finance	
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director	
	Department Director		<input type="checkbox"/> Other:	
<b>BACKGROUND</b> (Includes description, background, and justification)	Schedule A-1 covers part-time, seasonal, and temporary employees. The wages for certain employees will be adjusted in accordance with State minimum wage requirements.			
<b>BUDGETING AND FINANCIAL IMPACT</b> (Includes project costs and funding sources)	Budgeted \$:	Included in 2023 appropriations		
	Expenditure \$:			
	Source of Funds:	Various		
	<b>Narrative:</b>			
<b>OPTIONS</b> (Include Deny /Approval Option)	1.	Adopt Ordinance No. O-21-22		
	2.	Reject Ordinance No. O-21-22 and provide staff with further direction		
	3.			
	4.			
<b>PROJECT TIMELINE</b>	January 1, 2023			
<b>REASON FOR SELECTING CONSULTANT/COMPANY</b>	N/A			
<b>ATTACHMENTS</b>	Schedule A-1			

**ORDINANCE NO. O-21-22**

**AN ORDINANCE REPEALING SCHEDULE A-1 OF  
CHAPTER 33 OF THE PIQUA CODE AND ADOPTING  
A NEW SCHEDULE A-1 OF CHAPTER 33 OF THE PIQUA  
CODE, RELATING TO WAGES OF CERTAIN MUNICIPAL  
EMPLOYEES**

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: Schedule A-1 of Chapter 33 of the Piqua Code, as adopted by Ordinance  
No. O-21-22, is hereby repealed; and

SEC. 2: Schedule A-1 of Chapter 33 of the Piqua Code (appended hereto) is  
hereby adopted;

SEC. 3: This Ordinance shall take effect and be in force from and after  
January 1, 2023.

\_\_\_\_\_  
CINDY PEARSON, MAYOR

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

ATTEST: \_\_\_\_\_  
CLERK OF COMMISSION

The Motion to adopt the foregoing Ordinance was offered by \_\_\_\_\_  
seconded by \_\_\_\_\_ and on roll call the following vote ensued:

Mayor Cindy Pearson \_\_\_\_\_  
Commissioner Kris Lee \_\_\_\_\_  
Commissioner James Vetter \_\_\_\_\_  
Commissioner Chris Grissom \_\_\_\_\_  
Commissioner Kazy Hinds \_\_\_\_\_

CLERK TYPIST (CO-OP STUDENT)	\$0.30		
CITY CLERK*	\$20.00-25.00	35.00	
RECORDS & DATA ENTRY CLERK	\$0.30		
ACCOUNT CLERK*	\$40.60		
AUDITOR*	\$26.14		
SECRETARY I*	\$40.92		
SECRETARY II*	\$42.64		
ADMINISTRATIVE SECRETARY*	\$46.55		
THREAT ASSESSMENT OFFICER	\$25.00	35.00	
PLANNING TECHNICIAN	47.58	18.10	
PERMITTING TECHNICIAN	\$17.58	18.10	
INTERNS / CO-OPS	\$11.00 - \$15.00	12.00 - 18.00	
POWER DISTRIBUTION STOREKEEPER	\$20.00	20.60	
SCADA ADMINISTRATOR (POWER)	\$26.14		
CONSTRUCTION INSPECTOR	\$22.00		
STREET SWEEPER	\$40.83	12.00	
LABORER A	\$40.00	11.00	
LABORER B	\$40.50	11.50	
LABORER C	\$41.03	12.00	
CUSTODIAN	\$40.00	15.00	
MAINTENANCE WORKER	\$0.30	15.00	
HARVEST OPERATOR	\$40.83	12.00	
SEASONAL GREENS SUPERINTENDENT	\$35.00		
SEASONAL GOLF COURSE MAINT. LABORER A	\$40.00	11.00	plus free golf**
SEASONAL GOLF COURSE MAINT. LABORER B	\$40.50	11.50	plus free golf**
SEASONAL GOLF COURSE MAINT. LABORER C	\$41.03	12.00	plus free golf**
GOLF MAINTENANCE TECHNICIAN	\$45.00	16.00	plus free golf**
GOLF COURSE CLUBHOUSE ATTENDANT	\$40.00	11.00	plus free golf**
GOLF COURSE CLUBHOUSE ATTENDANT B	\$40.50	11.50	plus free golf**
CART/RANGE ATTENDANT A	\$40.00	11.00	plus free golf**
CART/RANGE ATTENDANT B	\$40.50	11.50	plus free golf**
FOOD SERVICE ATTENDANT (GOLF)	\$40.00	11.00	plus free golf**
FOOD SERVICE ATTENDANT (GOLF)	\$40.50	11.50	plus free golf**
LIFEGUARD-A	\$40.00		
LIFEGUARD-B	\$40.50		
LIFEGUARD-C	\$41.03		
CONCESSION/TICKET WINDOW ATTENDANT A	\$40.00		
CONCESSION/TICKET WINDOW ATTENDANT B	\$40.50		
PLAZA ATTENDANT	\$40.00 - \$20.00	10.10 - 20.00	
RECREATION ASSISTANT	\$0.30	10.10	
SPORTS INSTRUCTOR	\$0.30	10.10 - \$18.00	
DANCE/FITNESS INSTRUCTOR	\$0.30	10.10 - \$18.00	
ASSISTANT POOL MANAGER A	\$12.50		
ASSISTANT POOL MANAGER B	\$14.00		
POOL MANAGER	\$545.64	WEEKLY RATE	

\*These are confidential employees and are not in any bargaining unit.

\*\*hours worked greater than 20 hours per week include a cart if available

**Commission Agenda  
Staff Report**

<b>MEETING DATE</b>	December 13, 2022			
<b>REPORT TITLE</b>	An Emergency Amended Ordinance to make appropriations for the City of Piqua, Ohio for the year 2022			
<b>SUBMITTED BY</b>	Name & Title: Jennifer Kahle, Finance Director			
	Department: Finance			
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Regular
<b>APPROVALS/REVIEWS</b>	<input checked="" type="checkbox"/> City Manager		<input checked="" type="checkbox"/> Asst. City Manager/Finance	
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director	
	<input type="checkbox"/> Department Director		<input type="checkbox"/> Other:	
<b>BACKGROUND</b>	We are required to present and pass the amended 2022 Annual Budget by the end of the year. The Annual Appropriation is amended each year to reflect project schedule changes, grant activity, and more accurate year end estimates. We request waiving of the second and third readings and passage of the Appropriation tonight as an emergency to meet the year-end requirement.			
<b>BUDGETING AND FINANCIAL IMPACT</b>	<b>Appropriations \$:</b>	\$106,597,719 including transfers \$83,291,840 net of transfers		
	<b>Source of Funds:</b>	Various		
	<b>Narrative</b>			
<b>OPTIONS</b>	1.	Approve Ordinance No. O-22-22 accepting the Emergency Amended Ordinance to make Appropriations for the City of Piqua for the year 2022.		
	2.	Approve Ordinance No. O-22-22 accepting the Emergency Amended Ordinance to make Appropriations for the City of Piqua for the year 2022 with changes being made to the amounts requested.		
<b>PROJECT TIMELINE</b>	December 31, 2022			
<b>STAFF RECOMMENDATION</b>	We are requesting approval of Ordinance No. O-22-22 accepting the Emergency Amended Ordinance to make Appropriations for the City of Piqua for the year 2022.			
<b>REASON FOR SELECTING CONSULTANT/COMPANY</b>	N/A			
<b>ATTACHMENTS</b>				

**ORDINANCE NO. O-22-22**  
**AN EMERGENCY AMENDED ORDINANCE TO MAKE APPROPRIATIONS FOR THE**  
**CITY OF PIQUA, OHIO FOR THE YEAR 2022**

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

**SEC. 1:** That there be appropriated from the GENERAL FUND (001)

<u>ACCOUNT</u>	<u>2022 BUDGET</u>	<u>2022 FINAL BUDGET</u>
<u>City Building</u>		
Operation and Maintenance	\$263,580	\$263,580
Capital Outlay (including labor)	\$598,920	\$598,920
Allocated Expenses	(\$22,152)	(\$22,152)
<b>TOTAL</b>	<b>\$840,348</b>	<b>\$840,348</b>
<u>City Commission</u>		
Personal Services/Administrative Support	\$28,849	\$31,849
Operation and Maintenance	\$64,477	\$74,277
Capital Outlay (including labor)	\$9,800	\$0
<b>TOTAL</b>	<b>\$103,126</b>	<b>\$106,126</b>
<u>City Manager</u>		
Personal Services/Administrative Support	\$281,248	\$281,248
Operation and Maintenance	\$28,291	\$28,291
Allocated Expenses	(\$227,335)	(\$227,335)
<b>TOTAL</b>	<b>\$82,204</b>	<b>\$82,204</b>
<u>Civil Service</u>		
Operation and Maintenance	\$16,853	\$16,853
<b>TOTAL</b>	<b>\$16,853</b>	<b>\$16,853</b>
<u>Engineering</u>		
Personal Services/Administrative Support	\$461,528	\$449,528
Operation and Maintenance	\$57,039	\$69,039
Allocated Expenses	(\$424,363)	(\$424,363)
<b>TOTAL</b>	<b>\$94,204</b>	<b>\$94,204</b>
<u>Finance</u>		
Personal Services/Administrative Support	\$547,109	\$590,705
Operation and Maintenance	\$136,828	\$120,858
Allocated Expenses	(\$476,024)	(\$476,024)
<b>TOTAL</b>	<b>\$207,913</b>	<b>\$235,539</b>
<u>Law</u>		
Personal Services/Administrative Support	\$85,609	\$85,609
Operation and Maintenance	\$135,695	\$135,695
Allocated Expenses	(\$132,340)	(\$132,340)
<b>TOTAL</b>	<b>\$88,964</b>	<b>\$88,964</b>
<u>Income Tax</u>		
Personal Services/Administrative Support	\$204,886	\$98,886
Operation and Maintenance	\$200,671	\$311,569
<b>TOTAL</b>	<b>\$405,557</b>	<b>\$410,455</b>
<u>Planning &amp; Zoning</u>		
Personal Services/Administrative Support	\$407,917	\$407,917
Operation and Maintenance	\$276,324	\$91,324
Capital Outlay (including labor)	\$15,000	\$0
<b>TOTAL</b>	<b>\$699,241</b>	<b>\$499,241</b>
<u>General Government</u>		
Operation and Maintenance	\$620,771	\$710,771
<b>TOTAL</b>	<b>\$620,771</b>	<b>\$710,771</b>
<u>Human Resources</u>		
Personal Services/Administrative Support	\$300,889	\$300,889
Operation and Maintenance	\$45,219	\$45,219
Allocated Expenses	(\$298,651)	(\$298,651)
<b>TOTAL</b>	<b>\$47,457</b>	<b>\$47,457</b>
<u>Public Relations</u>		
Personal Services/Administrative Support	\$119,188	\$119,118
Operation and Maintenance	\$16,751	\$16,751
Allocated Expenses	(\$80,543)	(\$80,543)
<b>TOTAL</b>	<b>\$55,396</b>	<b>\$55,326</b>
<u>Purchasing</u>		
Personal Services/Administrative Support	\$248,192	\$248,192
Operation and Maintenance	\$16,149	\$16,149
Allocated Expenses	(\$257,759)	(\$257,759)
<b>TOTAL</b>	<b>\$6,582</b>	<b>\$6,582</b>

Transfers

Transfer to Parks Fund 105	\$800,000	\$800,000
Transfer to Safety Fund 106	\$3,550,000	\$3,550,000
Transfer to Forest Hill Mausoleum Fund 110	\$28,000	\$28,000
Transfer to Pro Piqua Fund 128	\$60,000	\$60,000
Transfer to Small Business Grant Fund 127	\$0	\$175,000
Transfer to Economic Development Revolving Loan Fund 144	\$0	\$500,000
Transfer to Golf 409	\$250,000	\$300,000
Transfer to Fort Piqua Plaza 410	\$50,000	\$50,000
Transfer to Swimming Pool Fund 415	\$322,525	\$222,525

**TOTAL** \$5,060,525 \$5,685,525

**TOTAL GENERAL FUND** \$8,329,141 \$8,879,595

**SEC. 2:** That there be appropriated from the STREET DEPARTMENT FUND (101)

Personal Services/Administrative Support	\$1,342,536	\$1,342,536
Operation and Maintenance	\$1,599,635	\$1,599,635
Capital Outlay (including labor)	\$374,284	\$374,284

**TOTAL** \$3,316,455 \$3,316,455

**SEC. 3:** That there be appropriated from the STATE HIGHWAY FUND (102)

Operation and Maintenance	\$93,500	\$93,500
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**TOTAL** \$93,500 \$93,500

**SEC. 4:** That there be appropriated from the STREET INCOME TAX FUND (103)

Operation and Maintenance	\$1,896,026	\$1,896,026
Capital Outlay (including labor)	\$2,175,530	\$2,175,530

**TOTAL** \$4,071,556 \$4,071,556

**SEC. 5:** That there be appropriated from the NEIGHBORHOOD IMPROVEMENT PROGRAM FUND (104)

Personal Services/Administrative Support	\$10,319	\$0
Operation and Maintenance	\$33,700	\$44,019

**TOTAL** \$44,019 \$44,019

**SEC. 6:** That there be appropriated from the PARK AND RECREATION FUND (105)

Personal Services/Administrative Support	\$580,454	\$580,454
Operation and Maintenance	\$593,705	\$593,705
Capital Outlay (including labor)	\$1,223,550	\$1,223,550

**TOTAL** \$2,397,709 \$2,397,709

**SEC. 7:** That there be appropriated from the PUBLIC SAFETY FUND (106)

009 Fire Department

Personal Services/Administrative Support	\$4,713,589	\$4,713,589
Operation and Maintenance	\$933,048	\$933,048
Capital Outlay (including labor)	\$440,000	\$440,000

**TOTAL** \$6,086,637 \$6,086,637

014 Police Department

Personal Services/Administrative Support	\$5,092,570	\$4,992,570
Operation and Maintenance	\$801,295	\$901,295
Capital Outlay (including labor)	\$120,094	\$120,094

**TOTAL** \$6,013,959 \$6,013,959

**TOTAL PUBLIC SAFETY** \$12,100,596 \$12,100,596

**SEC. 8:** That there be appropriated from the D.U.I. EDUCATIONAL FUND (109)

Operation & Maintenance	\$10,500	\$10,500
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**TOTAL** \$10,500 \$10,500

**SEC. 9:** That there be appropriated from the FOREST HILL MAUSOLEUM FUND (110)

Operation & Maintenance	\$28,000	\$28,000
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**TOTAL** \$28,000 \$28,000

**SEC. 10:** That there be appropriated from the MANDATORY DRUG FINE FUND (111)

Operation and Maintenance	\$4,400	\$4,400
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**TOTAL** \$4,400 \$4,400

**SEC. 10:** That there be appropriated from the SCARBROUGH TIF FUND (112)

Operation and Maintenance	\$0	\$1,000
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**TOTAL** \$0 \$1,000

<b>SEC. 11:</b>	That there be appropriated from the RENEW PIQUA FUND (114)		
	Operation and Maintenance	\$469	\$469
<b>TOTAL</b>		<b>\$469</b>	<b>\$469</b>
<b>SEC. 12:</b>	That there be appropriated from the CHIP 2017 FUND (117)		
	Operation and Maintenance	\$292,000	\$292,000
<b>TOTAL</b>		<b>\$292,000</b>	<b>\$292,000</b>
<b>SEC. 13:</b>	That there be appropriated from the DISTRESS SET-ASIDE 2016 FUND (118)		
	Operation and Maintenance	\$45,800	\$45,800
<b>TOTAL</b>		<b>\$45,800</b>	<b>\$45,800</b>
<b>SEC. 14:</b>	That there be appropriated from the C.H.I.P. PROGRAM INCOME FUND (119)		
	Operation and Maintenance	\$600	\$60,000
<b>TOTAL</b>		<b>\$600</b>	<b>\$60,000</b>
<b>SEC. 15:</b>	That there be appropriated from the POLICE AUXILIARY FUND (120)		
	Operation & Maintenance	\$1,225	\$1,225
<b>TOTAL</b>		<b>\$1,225</b>	<b>\$1,225</b>
<b>SEC. 16:</b>	That there be appropriated from the COMMUNITY DEVELOPMENT BLOCK GRANT FUND (122)		
	Operation and Maintenance	\$150,000	\$150,000
<b>TOTAL</b>		<b>\$150,000</b>	<b>\$150,000</b>
<b>SEC. 17:</b>	That there be appropriated from the WORKER'S COMP FUND (124)		
	Personal Services/Administrative Support	\$300,000	\$300,000
<b>TOTAL</b>		<b>\$300,000</b>	<b>\$300,000</b>
<b>SEC. 18:</b>	That there be appropriated from the INSURANCE RESERVE FUND (125)		
	Operation & Maintenance	\$460,000	\$460,000
<b>TOTAL</b>		<b>\$460,000</b>	<b>\$460,000</b>
<b>SEC. 19:</b>	That there be appropriated from the DEMOLITION DEFENSE FUND (126)		
	Operation & Maintenance	\$60,000	\$60,000
<b>TOTAL</b>		<b>\$60,000</b>	<b>\$60,000</b>
<b>SEC. 20:</b>	That there be appropriated from the SMALL BUSINESS GRANT FUND (127)		
	Operation & Maintenance	\$0	\$175,000
<b>TOTAL</b>		<b>\$0</b>	<b>\$175,000</b>
<b>SEC. 21:</b>	That there be appropriated from the PRO PIQUA FUND (128)		
	Operation and Maintenance	\$60,000	\$60,000
<b>TOTAL</b>		<b>\$60,000</b>	<b>\$60,000</b>
<b>SEC. 22:</b>	That there be appropriated from the REVOLVING LOAN FUND (130)		
	Operation and Maintenance	\$15,000	\$15,000
<b>TOTAL</b>		<b>\$15,000</b>	<b>\$15,000</b>
<b>SEC. 23:</b>	That there be appropriated from the COMMUNITY DEVELOPMENT FUND (135)		
	Personal Services/Administrative Support	\$302,138	\$302,138
	Operation and Maintenance	\$57,557	\$57,557
	Allocated Expenses	(\$359,695)	(\$359,695)
<b>TOTAL</b>		<b>\$0</b>	<b>\$0</b>
<b>SEC. 24:</b>	That there be appropriated from the FEMA FUND (139)		
	Personal Services/Administrative Support	\$20,000	\$20,000
<b>TOTAL</b>		<b>\$20,000</b>	<b>\$20,000</b>
<b>SEC. 25:</b>	That there be appropriated from the SLFRF FUND (141)		
	Operation and Maintenance	\$53,400	\$0
<b>TOTAL</b>		<b>\$53,400</b>	<b>\$0</b>

<b>SEC. 26:</b>	That there be appropriated from the AGRICULTURAL REVOLVING LOAN FUND (142)		
	Personal Services/Administrative Support	\$500	\$500
	Operation and Maintenance	<u>\$45,000</u>	<u>\$45,000</u>
<b>TOTAL</b>		\$45,500	\$45,500
<b>SEC. 27:</b>	That there be appropriated from the ECONOMIC DEVELOPMENT REVOLVING LOAN FUND (144)		
	Operation and Maintenance	<u>\$0</u>	<u>\$500,000</u>
<b>TOTAL</b>		\$0	\$500,000
<b>SEC. 28:</b>	That there be appropriated from the SPECIAL ASSESSMENT DEBT SERVICE FUND (202)		
	Operation and Maintenance	<u>\$2,000</u>	<u>\$2,000</u>
<b>TOTAL</b>		\$2,000	\$2,000
<b>SEC. 29:</b>	That there be appropriated from the OPWC WASTEWATER LIFT STATIONS DEBT SERVICE FUND (210)		
	Non Government/Transfers/Refunds	<u>\$33,419</u>	<u>\$33,419</u>
<b>TOTAL</b>		\$33,419	\$33,419
<b>SEC. 30:</b>	That there be appropriated from the OFFSITE PIPELINE (OWDA) DEBT SERVICE FUND (250)		
	Non Government/Transfers/Refunds	<u>\$184,126</u>	<u>\$184,126</u>
<b>TOTAL</b>		\$184,126	\$184,126
<b>SEC. 31:</b>	That there be appropriated from the EQUALIZATION TANK '08 NOTE (OWDA) DEBT SERVICE FUND (254)		
	Non Government/Transfers/Refunds	<u>\$292,774</u>	<u>\$292,774</u>
<b>TOTAL</b>		\$292,774	\$292,774
<b>SEC. 32:</b>	That there be appropriated from the WATER PLANT OWDA DEBT SERVICE FUND (256)		
	Non Government/Transfers/Refunds	<u>\$2,303,440</u>	<u>\$2,303,440</u>
<b>TOTAL</b>		\$2,303,440	\$2,303,440
<b>SEC. 33:</b>	That there be appropriated from the WASTEWATER PLANT ENGINEERING DEBT SERVICE FUND (257)		
	Non Government/Transfers/Refunds	<u>\$2,375,749</u>	<u>\$2,375,749</u>
<b>TOTAL</b>		\$2,375,749	\$2,375,749
<b>SEC. 34:</b>	That there be appropriated from the OWDA WATER TOWER DEBT SERVICE FUND (258)		
	Non Government/Transfers/Refunds	<u>\$177,568</u>	<u>\$177,568</u>
<b>TOTAL</b>		\$177,568	\$177,568
<b>SEC. 35:</b>	That there be appropriated from the SHAWNEE STORMWATER PROJECT DEBT SERVICE FUND (261)		
	Non Government/Transfers/Refunds	<u>\$3,278</u>	<u>\$3,278</u>
<b>TOTAL</b>		\$3,278	\$3,278
<b>SEC. 36:</b>	That there be appropriated from the POWER SYSTEM FUND (401)		
	Personal Services/Administrative Support	\$2,461,762	\$2,461,762
	Operation and Maintenance	\$26,706,886	\$30,398,200
	Capital Outlay (including labor)	\$1,680,895	\$1,680,895
	Overhead Transfers	<u>(\$175,000)</u>	<u>(\$175,000)</u>
<b>TOTAL</b>		\$30,674,543	\$34,365,857
<b>SEC. 37:</b>	That there be appropriated from the WATER SYSTEM FUND (403)		
	Personal Services/Administrative Support	\$1,663,043	\$1,663,043
	Operation and Maintenance	\$2,645,795	\$2,645,795
	Capital Outlay (including labor)	\$1,099,711	\$1,099,711
	Non Government/Transfers/Refunds	<u>\$2,665,134</u>	<u>\$2,665,134</u>
<b>TOTAL</b>		\$8,073,683	\$8,073,683

**SEC. 38:** That there be appropriated from the WASTEWATER SYSTEM FUND (404)

Personal Services/Administrative Support	\$1,521,144	\$1,521,144
Operation and Maintenance	\$1,846,366	\$1,846,366
Capital Outlay (including labor)	\$844,420	\$844,420
Non Government/Transfers/Refunds	\$2,701,942	\$2,701,942
<b>TOTAL</b>	<b>\$6,913,872</b>	<b>\$6,913,872</b>

**SEC. 39:** That there be appropriated from the GARBAGE AND REFUSE FUND (405)

Personal Services/Administrative Support	\$805,216	\$805,216
Operation and Maintenance	\$1,319,571	\$1,319,571
Capital Outlay (including labor)	\$0	\$830,634
<b>TOTAL</b>	<b>\$2,124,787</b>	<b>\$2,955,421</b>

**SEC. 40:** That there be appropriated from the CITY INCOME TAX ADMINISTRATION FUND (407)

Non Government/Transfers/Refunds	\$12,250,000	\$12,250,000
<b>TOTAL</b>	<b>\$12,250,000</b>	<b>\$12,250,000</b>

**SEC. 41:** That there be appropriated from the INFORMATION TECHNOLOGY FUND (408)

Personal Services/Administrative Support	\$478,009	\$510,504
Operation and Maintenance	\$357,246	\$410,646
Capital Outlay (including labor)	\$207,500	\$275,000
<b>TOTAL</b>	<b>\$1,042,755</b>	<b>\$1,196,150</b>

**SEC. 42:** That there be appropriated from the GOLF COURSE FUND (409)

Personal Services/Administrative Support	\$336,056	\$246,056
Operation and Maintenance	\$400,622	\$585,040
Capital Outlay (including labor)	\$0	\$66,865
<b>TOTAL</b>	<b>\$736,678</b>	<b>\$897,961</b>

**SEC. 43:** That there be appropriated from the FORT PIQUA PLAZA FUND (410)

Operation & Maintenance	\$268,673	\$268,673
Capital (including labor)	\$19,200	\$19,200
<b>TOTAL</b>	<b>\$287,873</b>	<b>\$287,873</b>

**SEC. 44:** That there be appropriated from the STORMWATER UTILITY FUND (411)

Personal Services/Administrative Support	\$441,663	\$441,663
Operation and Maintenance	\$702,368	\$702,368
Capital Outlay (including labor)	\$50,000	\$50,000
Non Government/Transfers/Refunds	\$3,278	\$3,278
<b>TOTAL</b>	<b>\$1,197,309</b>	<b>\$1,197,309</b>

**SEC. 45:** That there be appropriated from the METER READERS FUND (412)

Personal Services/Administrative Support	\$91,402	\$91,402
Operation and Maintenance	\$68,906	\$68,906
Allocated Expenses	(\$160,308)	(\$160,308)
<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>

**SEC. 46:** That there be appropriated from the UTILITIES BUSINESS OFFICE FUND (413)

Personal Services/Administrative Support	\$605,714	\$530,714
Operation and Maintenance	\$979,010	\$1,146,081
Allocated Expenses	(\$1,584,724)	(\$1,676,795)
<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>

**SEC. 47:** That there be appropriated from the SWIMMING POOL FUND (415)

Operation and Maintenance	\$322,525	\$222,525
<b>TOTAL</b>	<b>\$322,525</b>	<b>\$222,525</b>

**SEC. 48:** That there be appropriated from the UNCLAIMED TRUST (606)

Non Government/Transfers/Refunds	\$2,000	\$2,000
<b>TOTAL</b>	<b>\$2,000</b>	<b>\$2,000</b>

**SEC. 49:** That there be appropriated from the LAW ENFORCEMENT TRUST (609)

Operation and Maintenance	\$50,000	\$50,000
<b>TOTAL</b>	<b>\$50,000</b>	<b>\$50,000</b>

**SEC. 50:** That there be appropriated from the CONSERVANCY FUND (611)

Operation and Maintenance

\$56,390

\$56,390

**TOTAL**

\$56,390

\$56,390

**SEC. 51:** That there be appropriated from the CITY HEALTH INSURANCE FUND (614)

Operation and Maintenance

\$50,000

\$50,000

**TOTAL**

\$50,000

\$50,000

**SEC. 52:** That there be appropriated from the EMPLOYEE FLEXIBLE SPENDING FUND (615)

Administrative Support

\$250,000

\$250,000

**TOTAL**

\$250,000

\$250,000

**SEC. 53:** That the sum appropriated are actual expenditures for goods and services or other government functions performed in the calendar year 2022. Future commitments representing encumbrances of fund balance or future receipts will be appropriated in the future year when those services or goods are rendered to the city.

**SEC. 54:** That the sums expended from the appropriations and which are proper charges against any other department or against any person, firm or corporation which are repaid with the period covered by such appropriations shall be considered reappropriated for such original purposes; provided, that the net total of expenditures under any item of said appropriations shall not exceed the amount of the item.

**SEC. 55:** That the Director of Finance is hereby authorized and directed to draw her warrant upon the City Treasury for the amounts appropriated in this order when claims are properly presented and approved, the same to be chargeable to the appropriations for the year 2022 when passed and legally contracted for in conformity by law.

**SEC. 56:** That the Finance Director at the discretion of the City Manager make temporary advances from the General Fund to any Fund to cover temporary shortages of cash until revenues or permanent transfers become available to repay that temporary advance. That these advances may not exceed \$1,000,000 in the aggregate nor extend past December 31, 2022; except those that are to be reimbursed by federal, state or other grant programs that were previously approved by this Commission.

**SEC. 57:** That all ordinances, or parts of ordinances, inconsistent with this ordinance be and they are hereby repealed.

**SEC. 58:** That this ordinance is declared an emergency for immediate preservation of the public peace, health or safety in the City of Piqua and shall take effect and be in force from and after passage.

\_\_\_\_\_  
CINDY PEARSON, MAYOR

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

ATTEST: \_\_\_\_\_  
MELISSA KINNEY  
CLERK OF COMMISSION

The Motion to adopt the foregoing Ordinance was offered by \_\_\_\_\_

seconded by \_\_\_\_\_ and on roll call the following vote ensued:

- Mayor Cindy Pearson \_\_\_\_\_
- Commissioner Kathryn B. Hinds \_\_\_\_\_
- Commissioner Kris Lee \_\_\_\_\_
- Commissioner Chris Grissom \_\_\_\_\_
- Commissioner Jim Vetter \_\_\_\_\_

**RESOLUTION NO. R-134-22**

**A RESOLUTION AUTHORIZING TRANSFERS OF CASH  
FROM THE GENERAL FUND TO THE OTHER FUNDS  
FOR THE FISCAL YEAR 2022**

WHEREAS, This Commission has authorized ORDINANCE O-8-21 which includes General Fund transfers to various funds, and various other fund transfers to Debt Service Sinking Funds for the year 2022.

WHEREAS, The Auditor of State Ohio Compliance Supplement requires that: "Transfers require a resolution authorizing the transfers."

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: That the Finance Director be authorized to transfer funds from the General Fund to other funds listed in Appendix A in an amount not to exceed the Appropriation Ordinance O-8-21 listed in Appendix A.

SEC. 2: That the Finance Director be authorized to transfer from the Originating Funds to the respective Funds in an amount not to exceed the Appropriation Ordinance 8-21

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

\_\_\_\_\_  
CINDY PEARSON, MAYOR

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

ATTEST: \_\_\_\_\_  
MELISSA KINNEY  
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by \_\_\_\_\_ seconded by \_\_\_\_\_ and on roll call the following vote ensued:

Mayor Cindy Pearson \_\_\_\_\_  
Commissioner Kris Lee \_\_\_\_\_  
Commissioner Jim Vetter \_\_\_\_\_  
Commissioner Chris Grissom \_\_\_\_\_  
Commissioner Kathryn Hinds \_\_\_\_\_

**APPENDIX A**  
**RESOLUTION NO. 134-22**  
**FOR THE FISCAL YEAR 2022**

Transfers from:

The General Fund 001	<u>\$ 1,197,525</u>
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Total General Fund Transfers from	\$ 1,197,525
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Transfers to:

Fund 127 Small Business Grant Fund	\$ 175,000
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Fund 144 Economic Development Revolving Loan Fund	\$ 500,000
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Fund 409 Golf Course Fund	\$ 300,000
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Fund 415 Swimming Pool Fund	<u>\$ 222,525</u>
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Total Transfers to	\$ 1,197,525
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**RESOLUTION NO. R-135-22**

**A RESOLUTION AUTHORIZING TRANSFERS OF CASH  
FROM THE GENERAL FUND TO THE OTHER FUNDS  
FOR THE FISCAL YEAR 2023**

WHEREAS, This Commission has authorized ORDINANCE O-18-22 which includes General Fund transfers to various funds, and various other fund transfers to Debt Service Sinking Funds for the year 2023.

WHEREAS, The Auditor of State Ohio Compliance Supplement requires that: "Transfers require a resolution authorizing the transfers."

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: That the Finance Director be authorized to transfer funds from the General Fund to other funds listed in Appendix A in an amount not to exceed the Appropriation Ordinance O-18-22 listed in Appendix A.

SEC. 2: That the Finance Director be authorized to transfer from the Originating Funds to the respective Funds in an amount not to exceed the Appropriation Ordinance 18-22

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

\_\_\_\_\_  
CINDY PEARSON, MAYOR

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

ATTEST: \_\_\_\_\_  
MELISSA KINNEY  
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by \_\_\_\_\_ seconded by \_\_\_\_\_ and on roll call the following vote ensued:

Mayor Cindy Pearson \_\_\_\_\_  
Commissioner Kris Lee \_\_\_\_\_  
Commissioner Jim Vetter \_\_\_\_\_  
Commissioner Chris Grissom \_\_\_\_\_  
Commissioner Kathryn Hinds \_\_\_\_\_

**APPENDIX A**  
**RESOLUTION NO. 135-22**  
**FOR THE FISCAL YEAR 2023**

Transfers from:

The General Fund 001	\$ 1,225,000
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Transfers to:

Fund 127 Small Business Grant Fund	\$ 325,000
Fund 144 Economic Development Revolving Loan Fund	\$ 500,000
Fund 409 Golf Course Fund	\$ 400,000
	<hr/>
Total Transfers to	\$ 1,225,000

**RESOLUTION NO. R-136-22**

**A RESOLUTION AUTHORIZING TEMPORARY LOAN  
OF CASH FROM THE GENERAL FUND TO THE OTHER  
FUNDS FOR THE FISCAL YEAR 2022**

WHEREAS, This Commission has authorized ORDINANCE O-8-21, which includes General Fund temporary loans to various funds for the year 2022

WHEREAS, The Auditor of State Ohio Compliance Supplement requires that: "Temporary loans require a resolution authorizing the temporary loans."

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: That the Finance Director be authorized to temporarily loan funds from the General Fund to other funds listed in Appendix A in an amount not to exceed the amounts listed in Appendix A.

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

\_\_\_\_\_  
CINDY PEARSON, MAYOR

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

ATTEST: \_\_\_\_\_  
MELISSA KINNEY  
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by \_\_\_\_\_ seconded by \_\_\_\_\_ and on roll call the following vote ensued:

Mayor Cindy Pearson \_\_\_\_\_  
Commissioner Kris Lee \_\_\_\_\_  
Commissioner Jim Vetter \_\_\_\_\_  
Commissioner Chris Grissom \_\_\_\_\_  
Commissioner Kathryn Hinds \_\_\_\_\_

**APPENDIX A**

**RESOLUTION NO. 136-22**

**FOR THE FISCAL YEAR 2022**

Temporary Loans from:

General Fund 001	\$	40,000
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Temporary Loans to:

Fund 122 CDBG Formula 2021	\$	20,000
Fund 118 CDBG Formula 2019	\$	<u>20,000</u>
Total Temporary Loans to	\$	40,000

**RESOLUTION NO. R-137-22**

**A RESOLUTION AUTHORIZING TEMPORARY LOAN  
OF CASH FROM THE GENERAL FUND TO THE OTHER  
FUNDS FOR THE FISCAL YEAR 2023**

WHEREAS, This Commission has authorized ORDINANCE O-18-22 which includes General Fund temporary loans to various funds for the year 2023.

WHEREAS, The Auditor of State Ohio Compliance Supplement requires that: "Temporary loans require a resolution authorizing the temporary loans."

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: That the Finance Director be authorized to temporarily loan funds from the General Fund to other funds listed in Appendix A in an amount not to exceed the amounts listed in Appendix A.

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

\_\_\_\_\_  
CINDY PEARSON, MAYOR

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

ATTEST: \_\_\_\_\_  
MELISSA KINNEY  
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by \_\_\_\_\_ seconded by \_\_\_\_\_ and on roll call the following vote ensued:

Mayor Cindy Pearson \_\_\_\_\_  
Commissioner Kris Lee \_\_\_\_\_  
Commissioner Jim Vetter \_\_\_\_\_  
Commissioner Chris Grissom \_\_\_\_\_  
Commissioner Kathryn Hinds \_\_\_\_\_

**APPENDIX A**

**RESOLUTION NO. 137-22**

**FOR THE FISCAL YEAR 2023**

Temporary Loans from:

The General Fund 001	\$	95,000
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Temporary Loans to:

Fund 117 CHIP 2020	\$	25,000
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Fund 118 CDBG-CV	\$	20,000
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Fund 122 CDBG Formula	\$	50,000
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Total Temporary Loans to	\$	95,000
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**RESOLUTION NO. R-138-22**

**A RESOLUTION ESTABLISHING A PIQUA CITY COMMISSION  
2023 CALENDAR OF MEETINGS**

WHEREAS, Section 4 of the City of Piqua Charter (*Meetings of Commission*) states that Commission Meetings shall be held on the first Tuesday in January following a regular municipal election beginning at 7:30 P.M.; and

WHEREAS, thereafter the Commission shall meet at such times as may be prescribed by ordinance or resolution, but not less frequently than once each month; and

WHEREAS, it is in the best interest of the Piqua City Commission to adopt a 2023 Calendar of Meetings attached hereto as Exhibit "A."

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

SEC. 1: The 2023 Calendar of Meetings for the Piqua City Commission is hereby approved.

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

\_\_\_\_\_  
CINDY PEARSON, MAYOR

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

ATTEST: \_\_\_\_\_  
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by \_\_\_\_\_  
seconded by \_\_\_\_\_ and on roll call the following vote ensued:

Mayor Cindy Pearson \_\_\_\_\_  
Commissioner James Vetter \_\_\_\_\_  
Commissioner Kris Lee \_\_\_\_\_  
Commissioner Chris Grissom \_\_\_\_\_  
Commissioner Kathryn Hinds \_\_\_\_\_

## City Commission 2023 Meeting Schedule

<b>3-Jan</b>	Regular Meeting	<b>4-Jul</b>	Cancelled for Summer Break
<b>17-Jan</b>	Regular Meeting	<b>18-Jul</b>	Regular Meeting
<b>7-Feb</b>	Regular Meeting	<b>1-Aug</b>	Regular Meeting
<b>21-Feb</b>	Regular Meeting	<b>15-Aug</b>	Regular Meeting & Work Session 2024-2029 CIP
<b>7-Mar</b>	Regular Meeting	<b>5-Sep</b>	Regular Meeting
<b>21-Mar</b>	Regular Meeting	<b>19-Sep</b>	Regular Meeting & Work Session Reading of Resolution 2024-2029 CIP
<b>4-Apr</b>	Regular Meeting	<b>3-Oct</b>	Regular Meeting
<b>18-Apr</b>	Regular Meeting	<b>17-Oct</b>	Regular Meeting
<b>2-May</b>	Regular Meeting	<b>7-Nov</b>	Regular Meeting
<b>16-May</b>	Regular Meeting	<b>14-Nov</b>	Work Session - FY2024 Budget
<b>6-Jun</b>	Regular Meeting	<b>21-Nov</b>	Regular Meeting – 1 <sup>st</sup> Reading of 2024 Budget
<b>20-Jun</b>	Regular Meeting	<b>5-Dec</b>	Regular Meeting – 2 <sup>nd</sup> Reading of 2024 Budget
		<b>12-Dec</b>	Regular Meeting – 3 <sup>rd</sup> Reading of 2024 Budget
		<b>19-Dec</b>	Cancelled

- All Regular Meetings are scheduled to begin at 6:00 p.m. unless otherwise noted with Work Sessions to follow directly.
- Executive Sessions are scheduled to begin at 5:30 p.m. unless otherwise noted.

**Commission Agenda  
Staff Report**

<b>MEETING DATE</b>	December 13, 2022		
<b>REPORT TITLE</b>	A RESOLUTION AWARDING A CONTRACT FOR PURCHASE OF A BUCKET TRUCK FOR THE POWER SYSTEM		
<b>SUBMITTED BY</b>	Name & Title: Ed Krieger, Power System Director		
	Department: Power System		
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
<b>APPROVALS/REVIEWS</b>	<input checked="" type="checkbox"/> City Manager		<input checked="" type="checkbox"/> Finance Director
	<input type="checkbox"/> Development Director		<input type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> Department Director		<input checked="" type="checkbox"/> Other: Energy Board
<b>BACKGROUND</b>	<p>The Power System plans to replace vehicle E-43, which is a 2007 Versalift 50' bucket truck on an International chassis with 67,305 miles and in excess of 10,870 run hours. Competitive pricing for this replacement is available through the State of Ohio Cooperative Purchasing program. The Power System currently owns and operates three (3) Versalift bucket trucks, all of which have performed to our complete satisfaction.</p> <p>The Power System originally targeted replacement of our bucket trucks on a ten-year cycle. Since providing semi-annual routine maintenance at Piqua, we have been able to extend the replacement cycles. The replacement of older vehicles reduces maintenance costs, decreases vehicle downtime and improves the overall efficiency of our operation.</p> <p>The purchase of the bucket truck was unanimously recommended to Piqua City Commission by the Piqua Energy Board at their November 22, 2022 meeting.</p>		
<b>BUDGETING AND FINANCIAL IMPACT</b>	Budgeted \$:	\$300,000	
	Expenditure \$:	\$350,000 - \$50,000 Trade in Value = \$300,000	
	Source of Funds:	Power System (190-3392)	
	Narrative:	E-43 will either be traded-in or sold on <a href="http://www.govdeals.com">www.govdeals.com</a> , depending on which alternative provides the greatest financial benefit to the Power System.	

<b>OPTIONS</b>	1.	Approve the Resolution awarding a contract to Utility Truck Equipment, Inc. for the purchase of a 50' bucket truck with associated options and accessories at a not to exceed cost of \$350,000.
	2.	Do not approve the Resolution and provide staff with further direction.
<b>PROJECT TIMELINE</b>	Delivery of the vehicle is expected in late 2024 or early 2025.	
<b>REASON FOR SELECTING CONSULTANT/COMPANY</b>	The Power System has purchased Utility Truck Equipment (UTE), Inc. bucket trucks in the past through the State of Ohio's Cooperative Purchasing program. UTE is a quality equipment provider and has provided excellent customer service to the Power System in the past.	
<b>STAFF RECOMMENDATION</b>	Approve the Resolution awarding a contract to Utility Truck Equipment, Inc. for the purchase of a 50' bucket truck with associated options and accessories at a not to exceed cost of \$350,000.	
<b>ATTACHMENT</b>	Versalift VST-5000-I Specification Sheet	

**RESOLUTION NO. R-139-22**

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

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

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

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

SEC. 1: A contract for the purchase of a 50' bucket truck from Utility Truck Equipment, Inc. is hereby approved as the lowest, responsible bidder and the City Manager is hereby authorized to execute a contract with said bidder pursuant to contract specifications;

SEC. 2: The Finance Director certified that funds are available or anticipated to come into the City treasury and is hereby authorized to draw her warrant from time to time on the appropriate account of the city treasury in payment according to other agreement terms, not exceeding a total of \$350,000.

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

\_\_\_\_\_  
CINDY PEARSON, MAYOR

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

ATTEST: \_\_\_\_\_  
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by \_\_\_\_\_  
seconded by \_\_\_\_\_ and on roll call the following vote ensued:

Mayor Cindy Pearson \_\_\_\_\_  
Commissioner James Vetter \_\_\_\_\_  
Commissioner Kris Lee \_\_\_\_\_  
Commissioner Chris Grissom \_\_\_\_\_  
Commissioner Kazy Hinds \_\_\_\_\_

# VST-5000/5500/6000-I

Articulated/Telescopic Aerial Device

**BUCKET CAPACITY:** 750 lbs. (340 kg)

**WORKING HEIGHT:** Up to 65 ft. 1 in. (19.8 m)

**HORIZONTAL REACH:** Up to 38 ft. 9 in. (11.8 m)



The **VERSALIFT** product line has grown to encompass models for every market. Whether it be a 29' man lift or a 180' material handler, there is a **VERSALIFT** to get the job done.

**For more information**

Versalift  
254.399.2100  
[www.VERSALIFT.com](http://www.VERSALIFT.com)

# VST-5000/5500/6000-I

Articulated/Telescopic Aerial Device



## General Specifications (based on 40" frame)

	VST-5000	VST-5500	VST-6000
Horizontal Reach	36 ft. 8 in. (11.2 m)	37 ft. 11 in. (11.6 m)	38 ft. 9 in. (11.8 m)
Maximum Platform Capacity	750 lbs. (340 kg)	750 lbs. (340 kg)	750 lbs. (340 kg)
Lower Boom Lift Eye Capacity	1000 lbs. (455 kg)	1000 lbs. (455 kg)	1000 lbs. (455 kg)

## STANDARD PEDESTAL

Bottom of Platform Height	49 ft. 8 in. (15.1 m)	55 ft. 3 in. (16.8 m)	60 ft. 1 in. (18.3 m)
Working Height	54 ft. 8 in. (16.7 m)	60 ft. 3 in. (18.4 m)	65 ft. 1 in. (19.8 m)
Stowed Travel Height	11 ft. 11 in. (3.6 m)	11 ft. 11 in. (3.6 m)	11 ft. 11 in. (3.6 m)
Weight of Lift with Outriggers	6,900 lbs. (3152 kg)	9,180 lbs. (4164 kg)	9,330 lbs. (4232 kg)

## HYDRAULIC SYSTEM

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

## BOOM ARTICULATION

Outer/Inner Boom Articulation	-25 to +85°	-25 to +85°	-25 to +85°
Inner Boom Extension	141 in. (3.58 m)	141 in. (3.58 m)	141 in. (3.58 m)
Lower Boom Articulation	0° to +92°	0° to +92°	0° to +86°

## INSULATION GAPS

Upper Boom Fully Retracted	38 in. (1.0 m)	51 in. (1.3 m)	38 in. (1.0 m)
Fully Extended	172 in. (4.4 m)	185 in. (4.7 m)	179 in. (4.5 m)
Lower Boom	24 in. (0.61 m)	24 in. (0.61 m)	24 in. (0.61 m)

## W/MATERIAL HANDLING OPTION

Maximum Jib & Winch Capacity	1000 lbs. (455 kg)
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### NOTE:

- Specifications may vary without prior notice
- Required GVWR can vary significantly with chassis, lift mounting, location, service body, accessories and desired payload.

### OPTIONS:

- Auxiliary Outriggers
- Second Set of Tool Power Ports
- Lifting Eye
- Taller Pedestals
- Back Up Pump
- Two-Speed Manual Throttle Control
- Material Handling Jib & Winch Hydraulic Extension and Articulation
- Jib Load Indicator
- TruGuard™

**Commission Agenda  
Staff Report**

<b>MEETING DATE</b>	December 13, 2022		
<b>REPORT TITLE</b>	A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO THE LPA FEDERAL ODOT-LET PROJECT AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE MIA-LOONEY ROAD RESURFACING PROJECT		
<b>SUBMITTED BY</b>	Chris Schmiesing, Community and Economic Development Director Development Department		
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
<b>APPROVALS/REVIEWS</b>	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Finance Director
	<input checked="" type="checkbox"/> Department Director		<input type="checkbox"/> Law Director
			<input type="checkbox"/> Other:
<b>BACKGROUND</b>	This resolution authorizes the subject project to be programmed as an ODOT-Let project, which allows ODOT to perform the plan review, bidding, and construction administration on behalf of the City.		
<b>BUDGETING AND FINANCIAL IMPACT</b>	Budgeted \$:	N/A	
	Expenditure \$:	N/A	
	Source of Funds:	N/A	
	<b>Narrative:</b>	The ODOT-Let arrangement allows for federal funding to support the cost of the project administration services for this project.	
<b>OPTIONS</b>	1.	Pass the Resolution.	
	2.	Defeat the Resolution and provide further direction.	
<b>PROJECT TIMELINE</b>	2022/2023 – Design 2024 – Bid and Construct		
<b>STAFF RECOMMENDATION</b>	Approve the proposed resolution.		
<b>ATTACHMENTS</b>	LPA FEDERAL ODOT-LET PROJECT AGREEMENT		

**RESOLUTION NO. R-140-22**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO THE LPA FEDERAL ODOT-LET PROJECT AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE MIA-LOONEY ROAD RESURFACING PROJECT**

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

WHEREAS, the City of Piqua has been awarded funding through the Surface Transportation Program (STP) to preserve and improve the conditions and performance of roadways eligible for Federal-aid; and

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

WHEREAS, the City of Piqua and ODOT desire to enter into a ODOT-Let Project Agreement regarding the MIA-Looney Road Resurfacing, PID 116941 Project; substantially in the form of Exhibit A attached hereto.

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

SEC. 1: The City Manager is hereby authorized to execute the MIA-Looney Road Resurfacing LPA Federal ODOT-Let Project Agreement substantially in the form attached hereto as Exhibit "A" and all documents, instruments and agreements contemplated thereby and to execute such amendments to the MIA-Looney Road Resurfacing LPA Federal ODOT-Let Project Agreement from time to time as contemplated by such Agreement.

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

\_\_\_\_\_  
CINDY PEARSON, MAYOR

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

ATTEST: \_\_\_\_\_  
CLERK OF COMMISSION

Mayor Cindy Pearson \_\_\_\_\_

Commissioner Kris Lee \_\_\_\_\_

Commissioner Jim Vetter \_\_\_\_\_

Commissioner Chris Grissom \_\_\_\_\_

Commissioner Kathryn B. Hinds \_\_\_\_\_

## LPA FEDERAL ODOT-LET PROJECT AGREEMENT

**THIS AGREEMENT** is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223, and the City of Piqua, hereinafter referred to as the LPA, 201 West Water Street, Piqua, Ohio 45356.

### 1. PURPOSE

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

### 2. LEGAL REFERENCES

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:

#### A. FEDERAL

- 2 CFR Part 200
- 23 CFR 172 "Administration of Engineering and Design Related Design Related Service Contracts"
- 23 CFR 630.106 Authorization to Proceed
- 23 CFR 636.116 - Organizational Conflict of Interest Requirements for Design-Build Projects
- 23 CFR 645 - Utilities
- 48 CFR Part 31 – Federal Acquisition Regulations
- 49 CFR PART 26 - Participation by Disadvantaged Business Enterprises "DBE" in Department of Transportation Financial Assistance Programs
- 23 USC 112 "Letting of Contracts"
- 40 USC Subtitle I, Chapter 11, Sections 1101-1104, the "Brooks Act." – "Selection of Architects and Engineers"
- Federal Funding Accountability and Transparency Act (FFATA)

#### B. STATE

- ORC 153.65 through 153.71
- ORC 5501.03(D)
- OAC 4733-35-05

C. ODOT

- ODOT's Manual for Administration of Contracts for Professional Services
- ODOT's Specifications for Consulting Services – 2016 Edition
- ODOT's Consultant Prequalification Requirements and Procedures
- State of Ohio Department of Transportation Construction and Material Specifications Manual
- State of Ohio Department of Transportation Construction Administration Manual of Procedures

2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

3. FUNDING

3.1 The total cost for the PROJECT is estimated to be \$746,884 as set forth in Attachment 1. ODOT shall provide to the LPA 80 percent of the eligible costs, up to a maximum of \$597,507 in Federal STP (4TA7) funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.

3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100 percent Locally funded work, and all cost overruns and contractor claims in excess of the maximum(s) indicated in 3.1 above.

3.3 All funding from ODOT under this Agreement operates on a reimbursement basis. The LPA shall review and/or approve all contractor invoices for materials, equipment and labor prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT.

3.4 The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for reimbursement of the state share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed daily as the items of work are completed and accepted.

3.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA.

3.6 The LPA shall certify in writing that the PROJECT was developed and delivered in compliance with the terms, conditions and requirements of the PROJECT Agreement with his/her Professional Engineer's seal and signature. The LPA shall then provide the final report to the ODOT District within 6 months of the physical completion date of the PROJECT so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the District prior to the end of the 6 months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, then this process must be repeated until

the PROJECT is completed. Failure to follow this process may result in the immediate close-out of the PROJECT and loss of further funding.

3.7 Payment or reimbursement to the LPA shall be submitted to:

City of Piqua
201 West Water Street
Piqua, Ohio 45356

4. PROJECT DEVELOPMENT

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

4.2 Project Development shall follow ODOT's Project Development Process and all ODOT standards for environmental evaluations, design, plan preparation, right of way acquisition, utility relocation and other processes as set out in the Department's Design Reference Resource Center, available on ODOT's website ([www.dot.state.oh.us/drrc/Pages/default.aspx](http://www.dot.state.oh.us/drrc/Pages/default.aspx)). Responsibilities for development of the project shall be as follows and further described herein:

### LPA ODOT Let Project Responsibility Assignments

PDP Phase	Activity	Responsibility		Commentary
		LPA	ODOT	
Planning	All	X		ODOT to provide coordination as needed
Preliminary Engineering	All	X		ODOT to: 1) Provide coordination as needed 2) Review all plans and documents and provide comments
Environmental Engineering	Stage 1 Plans	X		ODOT to review all plans and documents and provide comments.
	Stage 2 Plans	X		ODOT to review all plans and documents and provide comments.
	Value Engineering		X	ODOT will coordinate Value Engineering if required. Refer to Section 4.8.
	Cost Estimates	X		LPA/Consultant shall prepare in Estimator format.
	NEPA	X		ODOT will coordinate NEPA approval. Refer to Section 4.7 for Environmental Responsibilities.

	Permits		X	ODOT will obtain permits needed to construct the project.
	R/W Plans	X		ODOT to review all plans and documents and provide comments.
	Public/Stakeholder Involvement	X		ODOT to review all PI plans and materials and provide comments.
Final Engineering & R/W	R/W Acquisition & Relocation	X		Refer to Section 6 for detailed requirements.
	Utility Relocation		X	Refer to Section 6.6 for additional details.
	Railroad Coordination and Agreements		X	Refer to Section 6.8 for additional details.
	Stage 3 Plans	X		ODOT to review all plans and documents and provide comments.
	Cost Estimates	X		LPA shall prepare in Estimator format.
	Final Plan Package	X		ODOT to review all plans and documents and provide comments.
	Mitigation		X	ODOT will coordinate any required mitigation efforts.
	Public/Stakeholder Involvement	X		ODOT to review all PI plans and materials and provide comments.
Construction	Advertise		X	LPA and consultants to assist in responding to bidder questions and preparation of any addenda.
	Award		X	ODOT Awards Committee
	Administer Construction Contract		X	ODOT will administer the construction contract. The LPA and LPA's consultants shall respond promptly to requests for information or other construction issues.
	Public/Stakeholder Involvement	X	X	ODOT to coordinate in cooperation with the LPA.
All Phases	Federal Authorizations		X	ODOT will coordinate and obtain all needed FHWA Authorizations and notify the LPA upon approval.

All Phases	Encumbrance of Funds		X	ODOT will encumber funds in accordance with this agreement.
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- 4.3 The LPA shall designate an LPA employee to act as the LPA Project Manager and act as the point of contact for all communications with ODOT.
- 4.4 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 4.5 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.
- 4.6 Environmental Responsibilities
- A. In the administration of this PROJECT, the Permittee shall be responsible for conducting any required public involvement activities, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related regulations, including the requirements of the National Historic Preservation Act.
- B. If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire a consultant in accordance with Section 5.
- C. ODOT shall be responsible for the review of all environmental documents and reports, and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- D. Whichever party obtains the Project's environmental clearance or permits shall be responsible for assuring compliance with all commitments made as part of such clearance or permit requirements during the construction of the project.
- E. The LPA shall require its consultant to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act.
- F. The LPA shall require its consultant to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.
- G. The LPA shall provide a letter indicating the proposed Best Management Practices (BMPs) to be utilized for post construction storm water management in accordance with the Ohio EPA National Pollutant Discharge Elimination System (NPDES) Construction General Permit. If no BMPs are proposed, a letter stating concurrence is required from the Ohio EPA.
- 4.7 Use of ODOT Consultant Agreements
- A. ODOT may provide services through ODOT held consultant agreements at its discretion subject to funding participation by the LPA. Agreements that may be available for use include the following:

1. If the LPA chooses to utilize the CEAO task order contract for environmental services, the parties agree that the total cost shall be shared based on the following percentages: 80 percent federal/state funds and 20 percent local funds. The LPA agrees to pay its share of the estimated cost upon receipt of an invoice from ODOT prior to the issuance of any acquisition authorization. Once the Project is completed and the final costs determined, the LPA shall be refunded any excess amount paid if the total cost is below the estimated cost, or it shall be invoiced for its share of any increased cost above the estimated cost. The LPA agrees that it shall participate at the same funding percentage if the final costs exceed the estimated cost.
2. If the LPA chooses to utilize the CEAO task order contract for right-of-way acquisition services, the parties agree that the total cost shall be shared based on the following percentages: 80 percent federal/state funds and 20 percent local funds. The LPA agrees to pay its share of the estimated cost upon receipt of an invoice from ODOT prior to the issuance of any acquisition authorization. Once the Project is completed and the final costs determined, the LPA shall be refunded any excess amount paid if the total cost is below the estimated cost, or it shall be invoiced for its share of any increased cost above the estimated cost. The LPA agrees that it shall participate at the same funding percentage if the final costs exceed the estimated cost.
3. Value Engineering. If Value Engineering is required, the Department may elect to use an ODOT held agreement to assist in administering the Value Engineering process. If Value Engineering is required, the LPA shall require its consultants to participate as needed.

## 5. CONSULTANT SELECTION AND ADMINISTRATION

### 5.1 General Requirements

- A. The LPA must select a consultant/ consultant team that is prequalified by ODOT for all services to be performed by the consultant and subconsultants.
- B. The LPA must incorporate ODOT's "Specifications for Consulting Services – 2016 Edition" as a contract document in all of its consultant contracts.
- C. The LPA must require, as a scope of services clause, that project development follow ODOT's Project Development Process, and that all documents and plans prepared by the consultant must conform to ODOT's current standards, including the electronic deliverable requirements of ODOT's CADD Engineering Standards Manual, and Location and Design Manual Volume 3, Section 1500.
- D. The LPA consultant agreement must provide for ongoing consultant involvement during the construction phase of the Project.
- E. The LPA consultant agreement must include a completion schedule acceptable to ODOT.
- F. The LPA must assist ODOT in rating the consultant's performance through ODOT's Consultant Evaluation System.
- G. The LPA must cooperate with ODOT in directing additional or corrective work, and to recover damages due to errors or omissions.

- H. If Federal Funds are used to pay the cost of any contract for professional services, the LPA must comply with 23 CFR 172, Sections 153.65 through 153.71 of the Ohio Revised Code and Section 5.2 below in the selection of consultants, and administer consultant agreements in accordance with ODOT's Manual for Administration of Contracts for Professional Services. Professional services, as defined in Sections 5526.01 and 153.65(C) of the Ohio Revised Code, include the practice of engineering (including inspection of construction), the practice of surveying, the practice of architecture including landscape architecture, evaluation of environmental impacts, right-of-way acquisition services and administration of construction contract claims.

## 5.2 Procedures for LPA Selection of Consultants for Agreements that Include Federal Funds in Preliminary Engineering

### A. Policies in Selection of Consultants

#### 1. Restrictions Concerning LPA Preferences

The LPA **shall not** offer direction to consultants concerning preferences (or informal sanctions) for certain subconsultants or team arrangements. These arrangements are business decisions that must be made by consultants without direction from the LPA. The LPA must make selection decisions on the basis of proposed teams without advance "steering" of teams.

#### 2. Communications Restrictions

Please note the following policy concerning communication between Consultants and the LPA during the announcement and selection process:

During the time period between advertisement and the announcement of final consultant selections for the Programmatic Selection Process, communication with consultants (or their agents) shall be limited as follows:

##### a. Communications which are strictly prohibited:

- (1) Communication with the LPA: Any marketing or similar discussions of the specific project if the consultant has submitted or plans to submit a letter of interest, or is included as a subconsultant on a submittal by another firm.

##### b. Allowable communications include:

- (1) Project administration activities for authorized agreements, scope and negotiation activities for projects selected but not under contract.
- (2) Technical or scope of services questions specific to projects posted with a programmatic group.

##### c. When completed selections must be publicly announced.

#### 3. Advertisement

For selection procedures that require public notification, Requests for Letters of Interest "RFLol" must be advertised on the Consultant Services page of ODOT's website.

#### 4. Disclosure of Selection Information

All selection information including consultant letters of interest shall be available for public disclosure upon completion of the selection.

Information that is not subject to public disclosure at any time includes financial statements and other confidential financial information submitted by a consultant.

#### 5. Supporting Documentation

Documentation supporting the solicitation, proposal, evaluation, and selection of the consultant shall be retained.

#### 6. Prohibited Selection Factors

- a. Price shall not be used as a factor in the evaluation, ranking, and selection phase. All price or cost related items which include, but are not limited to, cost proposals, direct salaries/wage rates, indirect cost rates, and other direct costs are prohibited from being used as evaluation criteria.
- b. In-State or local **preference** shall not be used as a factor in the evaluation, ranking, and selection phase. State licensing laws are not preempted by this provision and professional licensure within a jurisdiction may be established as a requirement for the minimum qualifications and competence of a consultant to perform the solicited services.

Refer to Section 5.2.C.1.n. below for additional guidance concerning the use of local **presence** as a nominal evaluation factor where appropriate.

### B. Consultant Selection Processes

The LPA may use any one of five consultant selection processes permitted by 23 CFR 172 and ORC 153.65 – 153.71, the use of which depends on the complexity of the project, estimated total fee, the number of available qualified consultants and whether an emergency exists. The Programmatic and Technical Proposal selection processes are competitive qualifications based selection processes governed by 23 CFR 172.7(a)(1) and ORC 153.65 – 153.71. These selection processes require solicitation, evaluation, ranking, selection, and negotiation in accordance with the qualifications-based selection procurement procedures for architectural and engineering services codified under 40 U.S.C. 1101-1104, commonly referred to as the Brooks Act or Selection of Architects and Engineers.

The Small Purchase selection process is a non-competitive selection process governed by 23 CFR 172.7(a)(2) and ORC 153.71(A). Agreements with total fees less than \$50,000 are eligible for this selection process.

The Emergency and Special Expertise selection processes are non-competitive selection processes governed by 23 CFR 172.7(a)(3) and ORC 153.71.

#### 1. Programmatic Selection Process

The Programmatic Selection Process is a one-step selection process intended to shorten the selection/authorization process for non-complex projects while reducing paperwork and administrative costs for both consultants and the State. In this process consultants are selected based on standard letter of interest content, and a standard Selection Rating Form.. The "Programmatic" selection process should be used for most projects that do not meet the criteria for the more elaborate Technical Proposal Selection Process.

## 2. Technical Proposal Selection Process

The technical proposal selection process is a two-step process intended for use on larger, more complex projects for which a more informed selection decision can be made based on additional information received through the submittal of a (more elaborate) Technical Proposal, and/or presentations/interviews. The Technical Proposal Selection Process is appropriate to use under the following circumstances:

- a. Complex projects involving multiple PDP steps and multiple disciplines including planning, environmental and design services.
- b. Projects that include complex project management challenges in which the role of the consultant project manager will be crucial to project success, and may require extensive public involvement activities.
- c. Specialized services for which the LPA has limited experience and performance records for past projects.
- d. Generally any project for which a single submittal does not provide sufficient information to make a well informed selection decision.

The technical proposal selection process includes the initial submittal of a letter of interest similar to the Programmatic Selection Process, and then "shortlisting" to at least three of the most highly qualified firms. The standard letter of interest content may be revised to include increased page limits and project specific content. The shortlisted firms are then required to submit additional written information (technical proposal) and/or participate in additional discussions or presentation/interview. The content of the technical proposal and the format of interviews can be tailored to fit the requirements of specific projects.

Discussions, if required by the RFLOI, may be written, by telephone, video conference, or by oral presentation/interview and shall be with at least three of the most highly qualified consultants to clarify the technical approach, qualifications, and capabilities provided in response to the RFLOI.

The process for shortlisting at least three consultants is identical to that of the Programmatic Selection Process. The final selection of a single consultant also follows the same process but considers the written technical proposal and/or presentation/interview along with the initial letter of interest.

## 3. Emergency Selection Process

The LPA may directly select a consultants for a project determined by the Director of Transportation to be an emergency which will not permit the time necessary to conduct a competitive selection process. Contract costs shall be negotiated in accordance with Chapter 3, Section 3.9 of ODOT's Consultant Contract Administration.

#### 4. Small Purchase Selection Process

The LPA may directly select consultants without solicitation for projects with an estimated total fee of less than \$50,000. The scope of work, project phases, and contract requirements shall not be broken down into smaller components merely to permit the use of fee exempt procedures. The following requirements apply:

- a. The qualifications of a minimum of three consultants must be reviewed prior to selection. The consultants considered for selection and the reasons for selecting the most qualified consultant shall be documented.

In instances where two or fewer consultants are considered qualified, the LPA may proceed with evaluation and selection if it is determined that the project requirements did not contain conditions or requirements that arbitrarily limited competition. The reasons for proceeding with the selection shall be documented.

- b. The full amount of any contract modification that would cause the total contract amount to exceed \$50,000 is ineligible for Federal-aid funding. The FHWA may withdraw all Federal-aid from a contract if Federal funds are used in modifying an agreement above the \$50,000 simplified acquisition threshold.
- c. Contract costs shall be negotiated in accordance with Chapter 3, Section 3.9 of ODOT's Consultant Contract Administration.

#### 5. Special Expertise Selection Process

The LPA may directly select consultants for projects for which the service is available only from a single source. Contract costs shall be negotiated in accordance with Chapter 3, Section 3.9 of ODOT's Consultant Contract Administration.

### C. Selection Procedures – Programmatic Selection Process

#### 1. Letter of Interest Content

Requests for Letters of Interest (RFLol) shall include the following:

- a. Project name from Ellis (County-Route-Section);
- b. A description of the project including the location.
- c. A description of the selection process to be used, including the number of steps (direct selection based on the information provided, or a two-step process with a short list and technical proposal and/or interviews, etc.), and the selection rating criteria to be used. The standard selection rating form included herein should be used for most projects.
- d. Any restrictions on communicating with government officials during the selection process.
- e. Any restrictions concerning suspended or debarred firms.
- f. Date that the letter of interest is due. The minimum response time shall be two weeks from the initial posting date.

- g. The approximate construction cost if available.
- h. Any special provisions or contract requirements associated with the services.
- i. The following notification:

*The [LPA] in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all bidders including disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency in consideration for an award.*

- j. The DBE Goal requirements and related selection procedures.
- k. Major work elements involved.
- l. A detailed scope of services for the agreement.
- m. The ODOT prequalification(s) required to provide the services;
- n. Subfactors - Any important aspects of a project, if any, that will play a large role in the consultant selection process.

In-State or local preference shall not be used as a selection factor or subfactor, however a local presence may be used as a nominal evaluation factor where appropriate. This criteria shall not be based on political or jurisdictional boundaries and may be applied on a project-by-project basis for contracts where a need has been established for a consultant to provide a local presence, a local presence will add value to the quality and efficiency of the project, and application of this criteria leaves an appropriate number of qualified consultants, given the nature and size of the project. If a consultant from outside of the locality area indicates as part of a proposal that it will satisfy the criteria in some manner, such as establishing a local project office, that commitment shall be considered to have satisfied the local presence criteria.

- o. The contract type and payment method(s) anticipated to contract for the solicited services. Refer to Chapter 4 of ODOT's Consultant Contract Administration for detailed explanations of contract types and payment methods.
- p. Estimated date of authorization.
- q. Time period in which the work must be completed.
- r. Instructions for submitting a letter of interest including content and required format. The information requested should be consistent with the rating criteria.
- s. Required content of the letter of interest (RFLol) including;
  - (1) The firm's general qualifications.
  - (2) Proposed key staff including key subconsultant staff and project approach.
  - (3) A listing of subconsultants including project responsibility.

- (4) Whether resumes of key staff members must be submitted.
- (5) Other information needed to make an informed selection decision.

## 2. Evaluation Process

- a. Initially evaluate all firms for compliance with the following requirements, advise Districts of the firms that must be eliminated from further consideration and the reason for elimination:
  - (1) Compliance with general LOI requirements, current negligence issues, and ongoing performance issues identified through CES, overall low CES rating, insufficient staff, excessive workload, or any other significant issues relative to a firm's performance.
  - (2) Inclusion on the list of firms suspended or debarred by the Federal Government.
  - (3) For projects noted as having DBE Goals, ODOT will determine whether the consultant made a good faith effort to meet the goal in accordance with 49 CFR 26.53 and Appendix A to Part 26. The letter of interest must show that the consultant has made good faith efforts to meet the goal. Good faith efforts may include: (1) Documentation that the consultant has obtained enough DBE or EDGE (Encouraging Diversity, Growth and Equity) participation to meet the goal; or (2) Documentation that it made adequate good faith efforts, as defined in 49 CFR 26.53, to meet the goal, even though it did not succeed in obtaining enough DBE/EDGE participation to do so. Consultants that do not show good faith efforts to meet the Goal will not be eligible for selection.
- b. Compliance with prequalification requirements.
- c. Reduce the number of firms to 3-6 for each project through a process of elimination, based on the selection rating factors included in the Consultant Selection Rating Form. Firms may be eliminated due to fatal flaws, overall weakness of team relative to other firms, weak project approach, etc. Provide written documentation concerning the reasons for eliminating a firm from consideration.

In instances where two or fewer consultants respond to the RFLol, or two or fewer consultants are considered qualified to be shortlisted, the LPA may proceed with evaluation and selection if it is determined that the solicitation did not contain conditions or requirements that arbitrarily limited competition. The reasons for proceeding with the selection shall be documented.

- d. For each project, rate each shortlisted firm using the selection rating form. Supplement the numerical ratings with written comments that explain the differential scoring. The highest rated firm shall be selected.

## 3. Selection Rating Procedures

- a. ODOT's standard consultant selection rating form is shown below. The LPA may use a modified selection rating form that meets the requirements of 23 CFR 172 and ORC 153.65 – 153.71.
- b. Selection evaluations should be based on collaborative discussions of the selection committee members concerning the overall strengths and weaknesses of the teams,

including the relative importance of the various selection rating factors relative to the specific requirements of the project. Numerical weights are a guide as to what is important but the selection should not be a mathematical exercise consisting of the addition of scores determined by individual team members. The selection team members should work to reach consensus in determining a single selection rating including written comments that document the reasons for the numerical scores.

- c. For each selection rating factor, each short listed firm shall be ranked, with the highest ranked firm receiving the maximum number of points, and lower ranked firms receiving commensurately lower scores. If firms are considered to be equally qualified, the firms may receive the same score for that selection rating factor. The rankings and scores should be based on each firm's specific proposal and project approach, including the named project manager, staff and subconsultants. Experience on similar projects, past performance for the LPA and other agencies should be considered. The selection committee may contact other ODOT Districts and outside agencies if necessary. Any subfactors identified in the RFLol should be weighed heavily in the differential scoring.

Differential scoring should consider the relative importance of a selection factor in the success of a given project. The project manager's role in a simple project may be less important than for a complex project, and differential scoring should reflect this, with higher differential scores assigned to projects that require a larger role for the project manager. Similar consideration should be given to all selection factors

#### 4. ODOT's Consultant Selection Rating Form and Selection Rating Notes

Category	Total Value	Scoring Criteria	Score
<b>Management &amp; Team</b>			
Project Manager	10	See Note a. below	
Strength/Experience of Assigned Staff including Subconsultants	25	See Note b. below	
Firm's Current Workload/ Availability of Personnel	10	See Note c. below	
<b>Consultant's Past Performance</b>	30	See Note d. below	
<b>Project Approach</b>	25	See Note e. below	
<b>Total</b>	100		

The following discussion addresses each selection rating factor including scoring methodology, appropriate sources of information and factors that may not be considered.

- a. Project Manager

The proposed project manager for each consultant shall be ranked, with the highest ranked project manager receiving the greatest number of points, and lower ranked project managers receiving commensurately lower scores. The rankings and scores should be based on each project manager's experience on similar projects and past performance for the LPA. The selection committee may contact ODOT and outside agencies if necessary. Any subfactors identified should be weighed heavily in the differential scoring.

Differential scoring should consider the relative importance of the project manager's role in the success of a given project. The project manager's role in a simple project may be less important than for a complex project, and differential scoring should reflect this, with higher differentials assigned to projects that require a larger role for the project manager.

b. Strength/Experience of Assigned Staff including Subconsultants

The experience and strength of the assigned staff, including subconsultant staff, should be ranked and scored as noted for Number 1 above, with higher differential scores assigned on more difficult projects. Any subfactors identified in the project notification should be weighed heavily in the differential scoring.

As above, ODOT and other agencies may be contacted.

c. Firm's Current Workload/ Availability of Personnel (Considered at statewide meeting)

In instances when consultant's current workload may impact their ability to complete the work as proposed, the firm's current workload and availability of qualified personnel shall be considered.

d. Consultant's Past Performance

The consultants' past performance on similar projects, including subconsultant performance, shall be ranked and scored on a relative, differential scoring type basis, with the highest ranked consultant receiving a commensurately greater number of points. The selection team should consider ODOT CES performance ratings if available, and consult other ODOT Districts, ODOT Central Offices, and other agencies as appropriate. The use of CES ratings shall place emphasis on the specific type of services requested.

The differential scoring should consider the complexity of the project and any subfactors identified in the project notification.

e. Project Approach

Evaluation of the firm's project approach shall consider:

- (1) The firm's technical approach and understanding of the project.
- (2) The firm's qualifications for the project including knowledge and experience concerning relevant ODOT standards, procedures and guidance documents.
- (3) Any innovative ideas.

When considering this factor in rating firms, the type of project and the relevance of this factor to the project must be considered. For task order and construction inspection projects, and small uncomplicated design projects, the possibility for innovation may be very limited. Larger more complex projects will generally offer more opportunities for innovation. Consultants that identify truly innovative ideas should receive credit in the selection rating, but this factor can be disregarded when projects offer little opportunity for innovation.

- (4) The firm's project specific plan for ensuring increased quality, reduced project delivery time and reduced project costs.

These factors will be relatively more important and relevant to a complex PDP project, and much less important for a construction inspection or task order contract. Please remember that Federal rules prohibit consideration of overhead rates, wage rates or any other cost data submitted voluntarily by the consultant.

#### D. Negotiation of Consultant Agreements

Agreements shall be negotiated in accordance with ODOT's Manual for Administration of Contracts for Professional Services, Volume 1 Consultant Contract Administration, Section 3.9.

#### E. Agreements

ODOT will prepare the LPA/Consultant Agreement between the Consultant and LPA. The agreement will be transmitted to the LPA by the ODOT District Office. A copy of the executed LPA/Consultant Agreement shall be returned to the District Office.

#### F. Documentation of Consultant Selections

The LPA shall maintain a consultant selection file that includes the following information, and provide copies of all documents to the District for their files.

1. A copy of the Request for Proposal and the date posted on ODOT's website;
2. A listing of firms that submitted Letters of Interest;
3. Letters of Interest from all firms that submitted;
4. Selection rating forms and any supporting notes and documentation, including membership of the selection committee;
5. A listing of firms selected to submit technical proposals (if applicable), copies of the technical proposals, and related correspondence;
6. Selected consultant's Price Proposal;
7. Negotiation records; and
8. A copy of the Agreement, Scope of Services, authorization letter, Invoice and Project Schedule, and any other documents relevant to the agreement.

## 6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. Refer to Sections 4.2 and 4.4 concerning Federal authorization.

- 6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that the all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work is not permitted to perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.
- 6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with PROJECT construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the PROJECT real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 6.6 ODOT will coordinate with utilities, complete RE-75 forms, establish encumbrances towards each utility if needed, prepare an invoice to the LPA for the local share, and pay the State share as needed. In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. In the event that a utility is delaying the relocation of its facilities, the LPA shall take any action necessary to order and cause the removal and relocation of such utility. No reimbursable costs shall be incurred prior to the receipt of Federal Authorization for Right of Way from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.
- 6.8 ODOT shall be responsible for any necessary railroad coordination and agreements in accordance with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.
- 6.9 Consistent with sections 10.1 and 10.4 of this agreement, the LPA shall assure that, if any property acquired for this project is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this agreement, the LPA shall assure that if the LPA grants a permit or license for the property

acquired for this project that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.

7. ADVERTISING, SALE AND AWARD

- 7.1 ODOT will prepare the State's estimate and manage the advertising, sale and award process. The LPA and its consultant shall assist in responding to bidder questions, preparation of any addenda and other coordination as needed. ODOT's Awards Committee shall determine award of the contract.

8. CONSTRUCTION CONTRACT ADMINISTRATION

- 8.1 ODOT will administer the construction contract in accordance with ODOT's Construction Administration Manual of Procedures. The LPA and LPA's consultants shall respond promptly to requests for information or other construction issues. The LPA shall review and approve all change orders. The LPA and LPA's consultant shall assist in defending ODOT against any contractor claims.

9. CERTIFICATION AND RECAPTURE OF FUNDS

- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.

- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the project, any funds recovered from contractor performance and payment bond(s) and consultant insurance shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION

- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- 10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its

contractors to incorporate such requirements in all subcontracts for any part of such PROJECT work.

- 10.3 The LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. For a PROJECT upon which a DBE goal is assigned, the LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

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

Pursuant to 49 CFR 26.13(b), the LPA agrees not to discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The LPA agrees to carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. The LPA understands that failure to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as ODOT deems appropriate.

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

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

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

(2) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, or disability, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.

(3) **Solicitations for Professional Services:** In all solicitations for professional services made by the LPA for work to be performed under a contract or subcontract, each potential consultant will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

(4) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or

refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

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

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

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

## 11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

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

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

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

## 12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or

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

- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.

### 13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

- 13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the ORC.
- 13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

### 14. NOTICE

- 14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

If to ODOT:

Chris Schmiesing, OCED	Blake Simpson, PE
City of Piqua	Ohio Department of Transportation
201 West Water Street	1001 St. Marys Avenue
Piqua, Ohio 45356	Sidney, Ohio 45365
cschmiesing@piquaoh.org	Blake.Simpson@dot.ohio.gov

## 15. GENERAL PROVISIONS

### 15.1 Recovery of LPA's allocable project Direct Labor, Fringe Benefits, and/or Indirect Costs:

To be eligible to recover any costs associated with the LPA's internal labor forces allocable to this project, the LPA shall make an appropriate selection below: *[LPA official must initial the option selected.]*

#### 1. No cost recovery of LPA's project direct labor, fringe benefits, or overhead costs.

- (A) The LPA **does not** currently maintain an ODOT approved federally compliant time-tracking system, **and**
- (B) The LPA **does not** intend to have a federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this project, **and/or**
- (C) The LPA **does not** intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this project agreement.

#### 2. Direct labor plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate. <sup>1</sup>

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this project, an ODOT approved federally compliant time-tracking system, **and**
- (B) The LPA **does not** currently have, and **does not** intend to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this project.

#### 3. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate. <sup>2</sup>

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this project, an ODOT approved federally compliant time-tracking system, **and**
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this project.

<sup>1</sup> The De Minimis Indirect Cost Rate is 10 percent of modified total direct costs (MTDC) per 2 CFR §200.414. Regardless of whether the LPA subrecipient negotiates overhead rates with ODOT or uses the 10-percent de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs, and then potentially associated fringe/indirect costs, only if the labor costs are accumulated, tracked, and allocated in accordance with compliant systems. Before an LPA is eligible to invoice ODOT for and recover the 10% de minimis indirect cost rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits.

<sup>2</sup> The fringe benefits rate billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the ODOT Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rate for that fiscal year to determine which rate is applicable. Accordingly, the fringe benefits rate applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rate.



**4. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the LPA's ODOT approved Indirect Cost Rate.**<sup>3</sup>

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this project, an ODOT approved federally compliant time-tracking system, *and*
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this project, *and*
- (C) Instead of using the Federal 10% De Minimis Indirect Cost Rate, the LPA currently has, or intends to negotiate, an ODOT approved indirect cost rate prior to the period of performance of this project.

For any allocable project labor costs to be eligible for reimbursement with Federal and/or State funds, the LPA must maintain compliance with all timekeeping requirements specified in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall maintain compliance with Appendix VII of 2 CFR Part 200 and the LATP Manual of Procedures.

- 15.2 Financial Reporting and Audit Requirements: If one or more phases of this AGREEMENT include a sub-award of federal funds to the LPA, the LPA shall comply with the financial reporting and audit requirements of 2 CFR Part 200. If not, the financial reporting and audit requirements remain with ODOT.

All non-federal entities, including ODOT's LPA subrecipients, that have aggregate federal awards expenditures from all sources of \$750,000 or more in the non-federal entity's fiscal year must have a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

LPAs that expend Federal and State funds in the Preliminary Engineering and/or Right of Way phases of the Project must track these payments throughout the life of the project in order to ensure an accurate Schedule of Expenditures of Federal Award (hereinafter referred to as SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

The LPA must separately identify each ODOT PID and/or Project and the corresponding expenditures on its SEFA. LPAs are responsible for ensuring funds related to this PROJECT are reported when the activity related to the Federal award occurs.<sup>4</sup> Further, the LPA may make this determination consistent with 2 CFR §200.502 and its established accounting method to determine expenditures including accrual, modified accrual or cash basis.

When project expenditures are not accurately reported on the SEFA, the LPA may be required to make corrections to and republish the SEFA to ensure Federal funds are accurately reported in the correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

<sup>3</sup> The fringe benefits and indirect cost rates billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rates for that fiscal year to determine which rates are applicable. Accordingly, the rates applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rates.

<sup>4</sup> Per 2 CFR §200.502

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

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

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

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

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

**LPA: CITY OF PIQUA**

**STATE OF OHIO  
OHIO DEPARTMENT OF TRANSPORTATION**

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

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

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

Jack Marchbanks  
Director

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

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

Attachment 1

**PROJECT BUDGET – SOURCES AND USES OF FUNDS**

USES	SOURCES	LPA FUNDS			FHWA FUNDS			STATE FUNDS			TOTAL
		Amount	%	SAC	Amount	%	SAC	Amount	%	SAC	
	PRELIMINARY DEVELOPMENT										
	FINAL DESIGN, CONSTRUCTION PLANS & SPECIFICATIONS										
	ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION										
	PROJECT CONSTRUCTION COSTS	\$138,312	20	LNTP	\$553,247	80	4TA7				\$691,559
	PROJECT INSPECTION	\$11,065	20	LNTP	\$44,260	80	4TA7				\$55,325
	<b>TOTALS</b>	\$149,377		LNTP	\$597,507		4TA7				\$746,884

MIA-LOONEY ROAD  
RESURFACING  
COUNTY-ROUTE-SECTION

116941  
PID NUMBER

37685  
AGREEMENT NUMBER

V8UKT5DEYD35  
UEI NUMBER

**Attachment 2**

**DIRECT PAYMENT OF CONSULTANT**

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

When ODOT uses Federal funds to make payment to the consultant, all such payments are considered to be expenditures of Federal funds received and also expended by the LPA (subrecipient). Accordingly, the LPA is responsible for tracking the receipts and payments and reporting the payments Federal (Receipts) Expenditures on the Schedule of Expenditures of Federal Awards (SEFA). An LPA that fails to report these funds accurately and timely may be required to restate the SEFA to comply with Federal reporting requirements.

We           (ININSERT NAME OF LPA)           request that all payments for the Federal/State share of the consultant costs of this agreement performed by           (CONSULTANT'S NAME)           be paid directly to           (CONSULTANT'S NAME)          .

Consultant Name:  
Oaks Vendor ID:  
Mailing Address:

LPA signature

LPA Name:  
Oaks Vendor ID:  
Mailing Address:

\_\_\_\_\_  
Approved, ODOT signature

**Commission Agenda  
Staff Report**

<b>MEETING DATE</b>	December 13, 2022		
<b>REPORT TITLE</b>	A Resolution Approving the Use of Employment Services for 2022		
<b>SUBMITTED BY</b>	Chris Schmiesing, Community and Economic Development Director Development Department		
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
<b>APPROVALS/REVIEWS</b>	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Finance Director
	<input checked="" type="checkbox"/> Department Director		<input type="checkbox"/> Law Director
			<input type="checkbox"/> Other:
<b>BACKGROUND</b>	<p>The City employs a Banquet Coordinator for the Fort Piqua Plaza. With a busy year of events at the Plaza this year, staff has been hard at work managing the space.</p> <p>This request will allow the Banquet Coordinator to perform the remainder of event scheduled this year at the Fort Piqua Plaza. The cost of employment services will exceed \$50,000.00, which does require commission approval.</p>		
<b>BUDGETING AND FINANCIAL IMPACT</b>	Budgeted \$:	\$50,000	
	Expenditure \$:	\$58,000	
	Source of Funds:	Operating (Fund # 410-137-882-7553)	
	<b>Narrative:</b>	The cost for employment services at the Fort Piqua Plaza exceeds the amount in which the PO was issued.	
<b>OPTIONS</b>	1.	Pass the Resolution.	
	2.	Do not pass the Resolution and provide further direction.	
<b>PROJECT TIMELINE</b>	December 2022		
<b>STAFF RECOMMENDATION</b>	Approve the proposed resolution.		
<b>ATTACHMENTS</b>			

**RESOLUTION NO. R-141-22**

**A RESOLUTION APPROVING THE USE OF EMPLOYMENT SERVICES FOR 2022**

WHEREAS, the Fort Piqua Plaza employs a Banquet Coordinator through Bay View; and

WHEREAS, the event space has hosted numerous events in 2022, through the coordination of employment services; and

WHEREAS, the cost of the employment services will exceed \$50,000.

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 continue the arrangement with Bay View for employment services for 2022 in the amount not to exceed \$58,000.00.
- SEC. 2: The Finance Director is hereby authorized to draw her warrants from time to time on the appropriate account of the city treasury for said services not to exceed \$58,000.
- SEC. 3: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

\_\_\_\_\_  
CINDY PEARSON, MAYOR

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

ATTEST: \_\_\_\_\_  
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by \_\_\_\_\_  
seconded by \_\_\_\_\_, and on roll call the following vote ensued:

- Mayor Cindy Pearson \_\_\_\_\_
- Commissioner Jim Vetter \_\_\_\_\_
- Commissioner Kris Lee \_\_\_\_\_
- Commissioner Chris Grissom \_\_\_\_\_
- Commissioner Kathryn Hinds \_\_\_\_\_

**Commission Agenda  
Staff Report**

<b>MEETING DATE</b>	Tuesday, December 13, 2022		
<b>REPORT TITLE</b>	A RESOLUTION REPEALING RESOLUTION NO. R-120-22 AND AMENDING THE AMOUNT OF EXPENDITURE TO DELL INC. FOR THE PURCHASE OF DELL HARDWARE, LICENSING, INSTALLATION & SUPPORT		
<b>SUBMITTED BY</b>	Name & Title: Paul Oberdorfer, City Manager Department: Information Technology Department		
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
<b>APPROVALS/REVIEWS</b>	<input checked="" type="checkbox"/> City Manager <input checked="" type="checkbox"/> Finance Director		<input checked="" type="checkbox"/> Department Director <input type="checkbox"/> Law Director
<b>BACKGROUND</b>	Quotes were received from Dell for the purchase of hardware, licensing, installation and support for the upgrade of our existing technology resources. These are based on using the State of Ohio contract #STS033-534109 which satisfies our bidding requirements for this purchase. There was glitch entering these into Dell's system and they were not captured last month; therefore, new quotes had to be sent to us. The first Resolution R-120-22 was approved on 11/1/22 for \$120,000. Quotes are only good for 30 days and the cost has gone up slightly since that time.		
<b>BUDGETING AND FINANCIAL IMPACT</b>	<b>Budgeted:</b>	In total, this is budgeted for 2022.	
	<b>Expenditure :</b>	\$121,947.41 is our estimated expenditure.	
	<b>Source of Funds:</b>	#408-000-175-1750	
	<b>Narrative:</b>	These purchases will be charged to our Information Technology Department.	
<b>OPTIONS</b>	1.	Approve this Resolution authorizing the purchase.	
	2.	Do not approve this Resolution and give staff direction on how to proceed.	
<b>PROJECT TIMELINE</b>	These purchase orders would be issued in 2022 with a lead time of 5-6 weeks for the equipment to be received.		
<b>STAFF RECOMMENDATION</b>	Repeal the previous Resolution R-120-22 and adopt the new Resolution R-142-22.		
<b>ATTACHMENTS</b>	Quote # 3000134729141.5 & Quote # 3000135795999.5		

**RESOLUTION NO. R-142-22**

**A RESOLUTION REPEALING RESOLUTION NO. R-120-22 AND AMENDING THE AMOUNT OF EXPENDITURE TO DELL INC. FOR THE PURCHASE OF DELL HARDWARE, LICENSING, INSTALLATION & SUPPORT**

WHEREAS, on November 1, 2022, the City adopted Resolution NO. R-120-22, to establish purchase orders totaling \$120,000.00 authorized to Dell Inc. for the purchase of Dell hardware, licensing, installation and support.; and

WHEREAS, using the State of Ohio Contract STS033-534109 to satisfy our bidding requirements, the quote for all items is listed in Exhibit "A" attached hereto;

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

SEC. 1: This Resolution shall repeal and replace Resolution NO. R-120-22 and amend the total amount authorized for purchase orders to Dell Inc. for the purchase of Dell hardware, licensing, installation and support.

SEC. 2: The Finance Director certified that funds are available or anticipated to come into the City treasury and is hereby authorized to draw her warrant from time to time on the appropriate account of the City treasury in payment according to the contract/agreement terms, not exceeding a total of \$123,000.

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

\_\_\_\_\_  
CINDY PEARSON, MAYOR

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

ATTEST: \_\_\_\_\_  
MELISSA KINNEY  
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by \_\_\_\_\_

seconded by \_\_\_\_\_ and on roll call the following vote ensued:

Mayor Cindy Pearson \_\_\_\_\_  
Commissioner Kris Lee \_\_\_\_\_  
Commissioner James Vetter \_\_\_\_\_

Commissioner Kathryn Hinds \_\_\_\_\_  
Commissioner Chris Grissom \_\_\_\_\_



## A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

<b>Quote No.</b>	<b>3000135795999.5</b>	<b>Sales Rep</b>	Matthew Little
<b>Total</b>	<b>\$96,635.03</b>	<b>Phone</b>	(800) 456-3355, 6181787
<b>Customer #</b>	28067872	<b>Email</b>	Matthew_Little@Dell.com
<b>Quoted On</b>	Nov. 23, 2022	<b>Billing To</b>	DEAN BURCH
<b>Expires by</b>	Dec. 23, 2022		CITY OF PIQUA
<b>Contract Name</b>	State of Ohio Computer Hardware, Software, and IT Services		201 WEST WATER ST PIQUA, OH 45356
<b>Contract Code</b>	C000000181015		
<b>Customer Agreement #</b>	STS033-534109		
<b>Solution ID</b>	16964124.5		

### Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,  
Matthew Little

---

### Shipping Group

<b>Shipping To</b>	<b>Shipping Method</b>
DEAN BURCH CITY OF PIQUA 201 WEST WATER ST PIQUA, OH 45356 (937) 778-2064	Standard Delivery

Product	List Price	Unit Price	DOL	Quantity	Subtotal
PowerEdge R750xs - [amer_r750xs_15162]	\$56,120.32	\$17,397.30	69.00%	1	\$17,397.30
Tailor Made ME5084 - [TM_ME5084_15248]	\$147,373.86	\$65,448.73	55.59%	1	\$65,448.73
Dell HBA355e Adapter Low Profile/Full height, Customer install	\$679.00	\$332.71	51.00%	2	\$665.42
PowerEdge R750xs - [amer_r750xs_15162] (2)	\$45,410.32	\$13,123.58	71.10%	1	\$13,123.58

<b>Subtotal:</b>	<b>\$96,635.03</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Environmental Fee:</b>	<b>\$0.00</b>
<b>Non-Taxable Amount:</b>	<b>\$96,635.03</b>
<b>Taxable Amount:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>
<hr/>	
<b>Total:</b>	<b>\$96,635.03</b>

## Shipping Group Details

### Shipping To

DEAN BURCH  
CITY OF PIQUA  
201 WEST WATER ST  
PIQUA, OH 45356  
(937) 778-2064

### Shipping Method

Standard Delivery

<b>PowerEdge R750xs - [amer_r750xs_15162]</b>	<b>\$17,397.30</b>	<b>Quantity</b> 1	<b>Subtotal</b> \$17,397.30
Estimated delivery if purchased today: Dec. 06, 2022 Contract # C000000181015 Customer Agreement # STS033-534109			

Description	SKU	Unit Price	Quantity	Subtotal
2.5 Chassis	379-BDTF	-	1	-
SAS/SATA Backplane	379-BDSS	-	1	-
No Rear Storage	379-BDTE	-	1	-
2 CPU Configuration	379-BDST	-	1	-
PowerEdge R750xs Server	210-AZYQ	-	1	-
Trusted Platform Module 2.0 V3	461-AAIG	-	1	-
2.5" Chassis with up to 8 Hard Drives (SAS/SATA), 2 CPU	321-BGRW	-	1	-
Intel Xeon Silver 4309Y 2.8G, 8C/16T, 10.4GT/s, 12M Cache, Turbo, HT (105W) DDR4-2666	338-CBWI	-	1	-
Intel Xeon Silver 4309Y 2.8G, 8C/16T, 10.4GT/s, 12M Cache, Turbo, HT (105W) DDR4-2666	338-CBWI	-	1	-
Additional Processor Selected	379-BDCO	-	1	-
Standard Heatsink	412-AAVU	-	1	-
Standard Heatsink	412-AAVU	-	1	-
Performance Optimized	370-AAIP	-	1	-
3200MT/s RDIMMs	370-AEVR	-	1	-
RAID 1	780-BCDN	-	1	-
PERC H755 SAS Front	405-AAZB	-	1	-
Front PERC Mechanical Parts, rear load	750-ACFQ	-	1	-
Power Saving Dell Active Power Controller	750-AABF	-	1	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	1	-
Standard Fan x5	750-ADDY	-	1	-
Dual, Hot-plug, PSU (1+1), 800, Mixed Mode, NAF	450-AIOX	-	1	-
Riser Config 0, Half Length, Low Profile, 5x16 + 1x4 slots	330-BBTG	-	1	-
PowerEdge R750xs Motherboard with Broadcom 5720 Dual Port 1Gb On-Board LOM	329-BGIF	-	1	-
OpenManage Enterprise Advanced	528-BIYY	-	1	-
iDRAC9, Enterprise 15G	385-BBQV	-	1	-
Broadcom 57412 Dual Port 10GbE SFP+, OCP NIC 3.0	540-BCNT	-	1	-
PowerEdge 2U Standard Bezel	325-BCHU	-	1	-
Dell EMC Luggage Tag R750xs	350-BCES	-	1	-

BOSS Blank	403-BCID	-	1	-
No Quick Sync	350-BCER	-	1	-
iDRAC,Factory Generated Password	379-BCSF	-	1	-
iDRAC Group Manager, Disabled	379-BCQY	-	1	-
VMware ESXi 7.0 U3 Embedded Image (License Not Included)	634-BWZG	-	1	-
Windows Server 2022 Datacenter,16CORE,DF Recovery Image, Multi Lang, (Downgrade not included)	528-CSCT	-	1	-
Windows Server 2022 Datacenter,16CORE,Secondary OS,Media Kit, Multi Lang, (Downgrade not included)	634-BYLT	-	1	-
Windows Server 2022 Datacenter,No Media,WS2016 DC Downgrade DF Media, Multi Language	528-CSCO	-	1	-
Windows Server 2022 Datacenter,No Media, WS2016 DC Downgrade w/DVD Media,Multi Lang	634-BYLN	-	1	-
Windows Server 2022 Datacenter,No Media,WS2019 DC Downgrade DF Media, Multi Language	528-CSCS	-	1	-
Windows Server 2022 Datacenter,No Media, WS2019 DC Downgrade w/DVD Media,Multi Lang	634-BYLR	-	1	-
Windows Server 2022 Datacenter,16CORE,Secondary OS,No MEDIA,Unlimited VMs	634-BYKB	-	1	-
Cable Management Arm, 2U	770-BDRQ	-	1	-
ReadyRails Sliding Rails Without Cable Management Arm	770-BECC	-	1	-
No Internal Optical Drive	429-AAIQ	-	1	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	1	-
PowerEdge R750xs Shipping	340-CUJW	-	1	-
PowerEdge R750xs Shipping Material	343-BBQX	-	1	-
PowerEdge Non BIS Marking	389-DYHB	-	1	-
PowerEdge 2U CE, CCC, Marking	389-DYMQ	-	1	-
Dell Hardware Limited Warranty Plus Onsite Service	859-2676	-	1	-
ProSupport Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 3 Years	859-2713	-	1	-
ProSupport Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 4 Years Extended	859-2715	-	1	-
ProSupport Mission Critical 7x24 Technical Support and Assistance 7 Years	859-2725	-	1	-
Dell Limited Hardware Warranty Plus Service, Extended Year(s)	975-3462	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit <a href="http://www.dell.com/support">//www.dell.com/support</a> or call 1-800- 945-3355	989-3439	-	1	-
ProDeploy Plus Dell Server R Series 1U/2U - Deployment	804-6750	-	1	-
ProDeploy Plus Dell Server R Series 1U/2U - Deployment Verification	804-6751	-	1	-
ProDeploy Plus No Charge Training 300	812-4005	-	1	-
64GB RDIMM, 3200MT/s, Dual Rank, 16Gb	370-AEVP	-	4	-
480GB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive, 1 DWPD	400-AXTV	-	2	-
C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America	492-BBDI	-	2	-

VMware vSphere 7 Ess Plus Kit for 3 hosts (Max 2 CPU per host, 32 cores/CPU socket),3YR VMware SNS	528-CKCN	-	1	-
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			<b>Quantity</b>	<b>Subtotal</b>
<b>Tailor Made ME5084 - [TM_ME5084_15248]</b>		<b>\$65,448.73</b>	<b>1</b>	<b>\$65,448.73</b>

Estimated delivery if purchased today:  
Jan. 02, 2023  
Contract # C000000181015  
Customer Agreement # STS033-534109

Description	SKU	Unit Price	Quantity	Subtotal
Dell ME5084 Storage Array	210-BBSE	-	1	-
12Gb SAS 8 Port Dual 5U Controller	403-BCPX	-	1	-
Rack Rails 5U	770-BCVH	-	1	-
Power Supply, 2200W, Redundant, DAO and APCC Only	450-AHSU	-	1	-
Dell EMC ME5084 Shipping	340-CXBO	-	1	-
Dell Hardware Limited Warranty	871-8133	-	1	-
ProSupport Mission Critical 4-Hour 7X24 Onsite Service with Emergency Dispatch 3 Years	871-8139	-	1	-
ProSupport Mission Critical 4-Hour 7X24 Onsite Service with Emergency Dispatch 4 Years Extended	879-9011	-	1	-
ProSupport Mission Critical 7X24 Technical Support and Assistance 7 Years	879-9012	-	1	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit <a href="http://www.dell.com/support">//www.dell.com/support</a> or call 1-800- 945-3355	989-3439	-	1	-
ProDeploy Plus No Charge Training 800	812-4019	-	1	-
ProDeploy Plus Dell EMC Storage ME 5xxx 5U	871-8199	-	1	-
1.2TB Hard Disk Drive SAS ISE 10K 512n 12Gbps 2.5in	400-BMJM	-	28	-
C19 to C20, PDU Style, 2.5M Power Cord	450-AEJI	-	1	-
C19 to C20, PDU Style, 2.5M Power Cord	450-AEJI	-	1	-

			<b>Quantity</b>	<b>Subtotal</b>
<b>Dell HBA355e Adapter Low Profile/Full height, Customer install</b>		<b>\$332.71</b>	<b>2</b>	<b>\$665.42</b>

Estimated delivery if purchased today:  
Dec. 28, 2022  
Contract # C000000181015  
Customer Agreement # STS033-534109

Description	SKU	Unit Price	Quantity	Subtotal
Dell HBA355e Adapter Low Profile/Full Height, Customer install	405-AAZY	-	2	-

			<b>Quantity</b>	<b>Subtotal</b>
<b>PowerEdge R750xs - [amer_r750xs_15162] (2)</b>		<b>\$13,123.58</b>	<b>1</b>	<b>\$13,123.58</b>

Estimated delivery if purchased today:  
Dec. 06, 2022  
Contract # C000000181015  
Customer Agreement # STS033-534109

Description	SKU	Unit Price	Quantity	Subtotal
2.5 Chassis	379-BDTF	-	1	-
SAS/SATA Backplane	379-BDSS	-	1	-
No Rear Storage	379-BDTE	-	1	-
2 CPU Configuration	379-BDST	-	1	-
PowerEdge R750xs Server	210-AZYQ	-	1	-

Trusted Platform Module 2.0 V3	461-AAIG	-	1	-
2.5" Chassis with up to 8 Hard Drives (SAS/SATA), 2 CPU	321-BGRW	-	1	-
Intel Xeon Silver 4309Y 2.8G, 8C/16T, 10.4GT/s, 12M Cache, Turbo, HT (105W) DDR4-2666	338-CBWI	-	1	-
Intel Xeon Silver 4309Y 2.8G, 8C/16T, 10.4GT/s, 12M Cache, Turbo, HT (105W) DDR4-2666	338-CBWI	-	1	-
Additional Processor Selected	379-BDCO	-	1	-
Standard Heatsink	412-AAVU	-	1	-
Standard Heatsink	412-AAVU	-	1	-
Performance Optimized	370-AAIP	-	1	-
3200MT/s RDIMMs	370-AEVR	-	1	-
RAID 1	780-BCDN	-	1	-
PERC H755 SAS Front	405-AAZB	-	1	-
Front PERC Mechanical Parts, rear load	750-ACFQ	-	1	-
Power Saving Dell Active Power Controller	750-AABF	-	1	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	1	-
Standard Fan x5	750-ADDY	-	1	-
Dual, Hot-plug, PSU (1+1), 800, Mixed Mode, NAF	450-AIQX	-	1	-
Riser Config 0, Half Length, Low Profile, 5x16 + 1x4 slots	330-BBTG	-	1	-
PowerEdge R750xs Motherboard with Broadcom 5720 Dual Port 1Gb On-Board LOM	329-BGIF	-	1	-
OpenManage Enterprise Advanced	528-BIYY	-	1	-
iDRAC9, Enterprise 15G	385-BBQV	-	1	-
Broadcom 57412 Dual Port 10GbE SFP+, OCP NIC 3.0	540-BCNT	-	1	-
PowerEdge 2U Standard Bezel	325-BCHU	-	1	-
Dell EMC Luggage Tag R750xs	350-BCES	-	1	-
BOSS Blank	403-BCID	-	1	-
No Quick Sync	350-BCER	-	1	-
iDRAC,Factory Generated Password	379-BCSF	-	1	-
iDRAC Group Manager, Disabled	379-BCQY	-	1	-
VMware ESXi 7.0 U3 Embedded Image (License Not Included)	634-BWZG	-	1	-
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Windows Server 2022 Datacenter,No Media, WS2016 DC Downgrade w/DVD Media,Multi Lang	634-BYLN	-	1	-
Windows Server 2022 Datacenter,No Media,WS2019 DC Downgrade DF Media, Multi Language	528-CSCS	-	1	-
Windows Server 2022 Datacenter,No Media, WS2019 DC Downgrade w/DVD Media,Multi Lang	634-BYLR	-	1	-
Windows Server 2022 Datacenter,16CORE,Secondary OS,No MEDIA,Unlimited VMs	634-BYKB	-	1	-
Cable Management Arm, 2U	770-BDRQ	-	1	-

ReadyRails Sliding Rails Without Cable Management Arm	770-BECC	-	1	-
No Internal Optical Drive	429-AAIQ	-	1	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	1	-
PowerEdge R750xs Shipping	340-CUUW	-	1	-
PowerEdge R750xs Shipping Material	343-BBQX	-	1	-
PowerEdge Non BIS Marking	389-DYHB	-	1	-
PowerEdge 2U CE, CCC, Marking	389-DYMQ	-	1	-
Dell Hardware Limited Warranty Plus Onsite Service	859-2676	-	1	-
ProSupport Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 3 Years	859-2713	-	1	-
ProSupport Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 4 Years Extended	859-2715	-	1	-
ProSupport Mission Critical 7x24 Technical Support and Assistance 7 Years	859-2725	-	1	-
Dell Limited Hardware Warranty Plus Service, Extended Year(s)	975-3462	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit <a href="http://www.dell.com/support">//www.dell.com/support</a> or call 1-800- 945-3355	989-3439	-	1	-
ProDeploy Plus Dell Server R Series 1U/2U - Deployment	804-6750	-	1	-
ProDeploy Plus Dell Server R Series 1U/2U - Deployment Verification	804-6751	-	1	-
ProDeploy Plus No Charge Training 300	812-4005	-	1	-
64GB RDIMM, 3200MT/s, Dual Rank, 16Gb	370-AEVP	-	4	-
480GB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive, 1 DWPD	400-AXTV	-	2	-
C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America	492-BBDI	-	2	-

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<b>Subtotal:</b>	<b>\$96,635.03</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Environmental Fee:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>
<b>Total:</b>	<b>\$96,635.03</b>

# Important Notes

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## Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com) or [ARSalesTax@emc.com](mailto:ARSalesTax@emc.com), as applicable.

**Governing Terms:** This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at [www.dell.com/terms](http://www.dell.com/terms) or [www.dell.com/oemterms](http://www.dell.com/oemterms)), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

**Supplier Software Licenses and Services Descriptions:** Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on [www.Dell.com/eula](http://www.Dell.com/eula). Descriptions and terms for Supplier-branded standard services are stated at [www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global) or for certain infrastructure products at [www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm](http://www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm).

**Offer-Specific, Third Party and Program Specific Terms:** Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on [www.dell.com/offeringspecificterms](http://www.dell.com/offeringspecificterms) ("Offer Specific Terms").

**In case of Resale only:** Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

**In case of Financing only:** If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

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## A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

<b>Quote No.</b>	<b>3000134729141.5</b>	<b>Sales Rep</b>	Matthew Little
<b>Total</b>	<b>\$25,312.38</b>	<b>Phone</b>	(800) 456-3355, 6181787
<b>Customer #</b>	28067872	<b>Email</b>	Matthew_Little@Dell.com
<b>Quoted On</b>	Nov. 23, 2022	<b>Billing To</b>	DEAN BURCH
<b>Expires by</b>	Dec. 23, 2022		CITY OF PIQUA
<b>Contract Name</b>	State of Ohio Computer Hardware, Software, and IT Services		201 WEST WATER ST PIQUA, OH 45356
<b>Contract Code</b>	C000000181015		
<b>Customer Agreement #</b>	STS033-534109		

### Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,  
Matthew Little

### Shipping Group

<b>Shipping To</b>	<b>Shipping Method</b>
DEAN BURCH CITY OF PIQUA 201 WEST WATER ST PIQUA, OH 45356 (937) 778-2064	Standard Delivery

Product	List Price	Unit Price	DOL	Quantity	Subtotal
CS-PIQUA, OHIO-FortiGate-80F Hardware plus 3 Year FortiCare Premium and FortiGuard Unified Threat Protection (UTP)	\$3,726.64	\$3,069.26	17.64%	1	\$3,069.26
CS-PIQUA, OHIO-FortiGate-200F Hardware plus 3 Year FortiCare Premium and FortiGuard Unified Threat Protection (UTP)	\$13,503.60	\$11,121.56	17.64%	2	\$22,243.12

<b>Subtotal:</b>	<b>\$25,312.38</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Environmental Fee:</b>	<b>\$0.00</b>
<b>Non-Taxable Amount:</b>	<b>\$25,312.38</b>
<b>Taxable Amount:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>
<hr/>	
<b>Total:</b>	<b>\$25,312.38</b>

## Shipping Group Details

### Shipping To

DEAN BURCH  
 CITY OF PIQUA  
 201 WEST WATER ST  
 PIQUA, OH 45356  
 (937) 778-2064

### Shipping Method

Standard Delivery

	Quantity	Subtotal
<b>CS-PIQUA, OHIO-FortiGate-80F Hardware plus 3 Year FortiCare Premium and FortiGuard Unified Threat Protection (UTP)</b>	1	\$3,069.26
Estimated delivery if purchased today: May. 27, 2023 Contract # C000000181015 Customer Agreement # STS033-534109		

Description	SKU	Unit Price	Quantity	Subtotal
CS-PIQUA, OHIO-FortiGate-80F Hardware plus 3 Year FortiCare Premium and FortiGuard Unified Threat Protection (UTP)	AC315032	-	1	-

	Quantity	Subtotal
<b>CS-PIQUA, OHIO-FortiGate-200F Hardware plus 3 Year FortiCare Premium and FortiGuard Unified Threat Protection (UTP)</b>	2	\$11,121.56
Estimated delivery if purchased today: May. 27, 2023 Contract # C000000181015 Customer Agreement # STS033-534109		

Description	SKU	Unit Price	Quantity	Subtotal
CS-PIQUA, OHIO-FortiGate-200F Hardware plus 3 Year FortiCare Premium and FortiGuard Unified Threat Protection (UTP)	AC315033	-	2	-

<b>Subtotal:</b>	<b>\$25,312.38</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Environmental Fee:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>
<b>Total:</b>	<b>\$25,312.38</b>

## Important Notes

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# Commission Agenda Staff Report

<b>MEETING DATE</b>	December 13, 2022		
<b>REPORT TITLE</b>	A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE HOUSING REHABILITATION DEFERRED LOAN ASSISTANCE PY 2020 CHIP PROGRAM FOR 711 COTTAGE AVE.		
<b>SUBMITTED BY</b>	Chris Schmiesing, Community and Economic Development Director		
	Development Department		
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
<b>APPROVALS/REVIEWS</b>	<input checked="" type="checkbox"/> City Manager		<input checked="" type="checkbox"/> Finance Director
	<input checked="" type="checkbox"/> Department Director		<input checked="" type="checkbox"/> Law Director
<b>BACKGROUND</b> (Description, background, justification)	The City of Piqua entered into a PY 2022 CHIP Program Partnership Agreement by and between Board of Miami County Commissioners and City of Troy for the Ohio Department of Development (ODOD) Community Housing Impact And Preservation (CHIP) Program. The City of Piqua received \$209,400 to provide grants and loans to income eligible homeowners living within the City of Piqua. The purpose of the CHIP program is to repair housing conditions that pose a threat to the health and safety of the occupants, or pose an ongoing threat to the structural integrity of the home passed. This specific agreement for 711 Cottage Ave. to make the necessary home improvement and authorize the use of HOME funds for the project through the Piqua PY 2020 CHIP Program award.		
<b>BUDGET/FINANCIAL IMPACT</b> (Project costs and funding sources)	Budgeted \$:	\$209,400	
	Expenditure \$:	\$76,698	
	Source of Funds:	PY 2022 CHIP Program	
	Narrative:	The Development Department administers the Community Housing Impact and Preservation (CHIP) Program.	
<b>OPTIONS</b> (Include deny /approval option)	1.	Pass the resolution authorizing the City Manager to enter into an agreement for the Housing Rehabilitation Deferred Loan Assistance PY 2020 CHIP Program for 711 Cottage Ave.	
	2.	Deny the resolution to reject the City Manager entering into an agreement for the Housing Rehabilitation Deferred Loan Assistance PY 2020 CHIP Program for 711 Cottage Ave.	
<b>PROJECT TIMELINE</b>	The Housing Rehabilitation Deferred Loan Assistance Agreement for 711 Cottage Ct. will be in effect upon execution.		
<b>STAFF RECOMMENDATION</b>	Approve the proposed resolution.		
<b>ATTACHMENTS</b>	Agreement		

**RESOLUTION NO. R-143-22**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE HOUSING REHABILITATION DEFERRED LOAN ASSISTANCE PY 2020 CHIP PROGRAM FOR 711 COTTAGE AVE.**

WHEREAS, The City of Piqua entered into a PY 2022 CHIP Program Partnership Agreement by and between Board of Miami County Commissioners and City of Troy for the Ohio Department of Development (ODOD) Community Housing Impact And Preservation (CHIP) Program; and,

WHEREAS, the purpose of the CHIP program is to repair housing conditions that pose a threat to the health and safety of the occupants, or pose an ongoing threat to the structural integrity of the home passed; and,

WHEREAS, this agreement will authorize the use of Piqua PY 20 CHIP Program Funds to allow the necessary home improvement for 711 Cottage Ave.

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 directed to enter into an agreement for the Housing Rehabilitation Deferred Loan Assistance PY 2020 CHIP Program for 711 Cottage Ave.

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

\_\_\_\_\_  
CINDY PEARSON, MAYOR

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

ATTEST: \_\_\_\_\_  
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by \_\_\_\_\_

seconded by \_\_\_\_\_ and on roll call the following vote ensued:

Mayor Cindy Pearson \_\_\_\_\_

Commissioner Kris Lee \_\_\_\_\_

Commissioner Jim Vetter \_\_\_\_\_

Commissioner Chris Grissom \_\_\_\_\_

Commissioner Kathryn B. Hinds \_\_\_\_\_

**Written Agreement  
for  
Housing Rehabilitation Deferred Loan Assistance**

**PY 2020 Community Housing Impact and Preservation (CHIP) Program  
City of Piqua**

This **Written Agreement for Housing Rehabilitation Deferred Loan Assistance** is made and entered into this **7th day of December** by and between **Gregory B. Gilmore (Homeowner)** and the **City of Piqua (City)** to enable the Homeowner to undertake rehabilitation improvements to the Homeowner's property located at **711 Cottage., Piqua, OH 45356.**

**Homeowner and City agree that:**

1. This Agreement must be executed before the City disburses any HOME funds to the Homeowner or its contractor under the City of Piqua **PY 2020** CHIP Program.
2. The Homeowner is unmarried as of the date of this Agreement. The deed is in the name of **Gregory B. Gilmore.**
3. The Homeowner owns and occupies as its principal residence the property located at **711 Cottage Ave., Piqua, OH 45356.** Ownership is the form of **Fee Simple** in a one-to-four-unit dwelling or in a condominium unit, or an equivalent form of ownership approved by the City including inherited property with multiple owners, life estates, living trusts and beneficiary deeds.
4. The Homeowner qualified as a low- to moderate income household at the time the City committed HOME funds to the Homeowner for the Housing Rehabilitation Deferred Loan Assistance. In determining the income eligibility of the Homeowner, the City is required to include the income of all persons, including non-related individuals, living in the household. The Homeowner's household gross annual income is at or below the low- to moderate-income limits (LMI) for participation in the City's HOME-funded Housing Rehabilitation Program as of the date of this Agreement.
5. The City is prohibited from using HOME funds to pay on behalf of the Homeowner delinquent taxes, fees or other charges levied on the property to be rehabilitated.
6. The City and the Homeowner's contractor are prohibited from charging the Homeowner with servicing, loan origination, processing, inspection, management, or other fees for the purpose of covering costs of administering the City's **PY 2020** CHIP Program.

7. The Homeowner will accept financial assistance from the City in the form of a Five-Year, Non-Amortized, Deferred Loan. The City's loan will be for **\$76,698.00**. The City's loan will be at zero percent interest (0.00% A.P.R.) and contain an annual declining balance mechanism in which One hundred percent (100%) of the loan will be forgiven over the five-year term of the loan in equal installments of the **\$76,698.00** loan balance. As a result of the declining balance mechanism, after five years of continual ownership and occupancy of the property as its principal residence, the Homeowner's balance due the City will be **zero** on the last day of the 5<sup>th</sup> full calendar year. The remaining **\$19,174.50** will be forgiven at 100%.
8.
  - A. Upon the 1st Anniversary of the loan, the balance due shall be reduced to \$ 65,193.30.
  - B. Upon the 2nd Anniversary of the loan, the balance due shall be reduced to \$ 53,688.60.
  - C. Upon the 3rd Anniversary of the loan, the balance due shall be reduced to \$ 42,183.90.
  - D. Upon the 4th Anniversary of the loan, the balance due shall be reduced to \$ 30,679.20.
  - E. **100% of Said Note shall be forgiven on the 1st day after the 5th full calendar year.**
9. The Homeowner will enter into a Promissory Note and Mortgage securing the deferred loan. Repayment of the balance due on the Deferred Loan shall be required upon the occurrence of any of the following circumstances:
  - a. At the time the property is sold or transferred, including sale by a land contract, or sold or transferred through foreclosure or bankruptcy. The Deferred Loan principal shall not be due in the event title is transferred to a spouse who is also an occupant of the property,
  - b. At the time the Homeowner or its successors are no longer occupying the property as their principal residence or using the property for the stated purpose; i.e., should the property be rented, leased, vacated or otherwise abandoned,
  - c. At the time superior mortgage liens are paid off or refinanced, and/or
  - d. At the settlement of the estate of the Homeowner.
10. In the event the balance due on the Deferred Loan principal becomes due and payable in case of default, the Homeowner shall make a payment in the full amount of the balance due on the Deferred Loan, as described above and in the Promissory Note and Mortgage. Said amount shall be paid to the City for placement in the City's Housing Revolving Loan Fund. At the time the payment is due, the Homeowner may submit a report of their financial condition to the City. Should, in the opinion of the City, the payment of said sum constitutes a financial hardship upon the Homeowner, the City may elect to establish a repayment schedule.

11. The Homeowner will use the proceeds of the Deferred Loan to procure a contractor to undertake rehabilitation improvements to the property in accordance with a contract between the Homeowner and the contractor that includes an Exhibit "A" – Work Specifications. The City must review and approve a written cost estimate for the rehabilitation and review, and approve the contractor's bid after determining the costs are reasonable. The contractor must perform the rehabilitation work in compliance with all federal laws and regulations described at 24 CFR Part 92, Subpart H – Other Federal Requirements. An approved contractor must have all proper licenses, certifications, and insurance. **The contractor must complete the rehabilitation work by not later than \_\_\_\_\_ (90 Days).**
12. The rehabilitation work to be undertaken will meet the City's rehabilitation standards. The City's rehabilitation standards must address each of the following:
  - a. The identification of life-threatening deficiencies that must be addressed immediately for occupied dwellings,
  - b. The major systems of structural support; roofing and weatherproofing (windows, doors, siding and gutters); plumbing; electrical; and heating, ventilation and air conditioning,
  - c. Lead-based paint requirements found at 24 CFR Part 35, Subpart J – Rehabilitation,
  - d. Accessibility requirements found at 24 CFR Part 8, which implements Section 504 of the Rehabilitation Act of 1973; and Title II and III of the Americans with Disabilities Act implemented at 24 CFR Parts 35 and 36, as applicable,
  - e. Where relevant, the mitigation of the impact of potential disasters such as earthquakes, hurricanes, flooding and wildfires in accordance with State of Ohio and local codes, ordinances and requirements,
  - f. All applicable State of Ohio and local codes, ordinances and requirements; including the Ohio Development Services Agency's (ODSA's) Residential Rehabilitation Standards (RRS), and
  - g. Upon completion, the HOME-assisted property will be decent, safe, sanitary and in good repair.
13. The estimated value of the property, after rehabilitation, does not exceed \$\_\_\_\_\_. The City must use this limit of estimated value, which is the HOME affordable homeownership limit provided by the U.S. Department of Housing and Urban Development (HUD) for existing housing. Therefore, this project qualifies as affordable housing and is not required to meet HOME affordability requirements for a specified time period.
14. The Homeowner will keep or cause to keep all buildings on the property and every part and parcel thereof in good condition and repair and will cause to be made all necessary repairs, renewals and replacements so that the value and efficiency generally of the property shall not be impaired except through depreciation in the ordinary use of the property.

15. The Homeowner will keep the buildings and improvements upon the property insured against loss by fire and windstorm by extended coverage insurance and against such other hazards and liabilities as are commonly insured against by owners of similar property in the City of Piqua, in reasonable amounts in companies approved by the City with mortgage clauses in said policies acceptable to and approved by the City and to pay the premiums therefore and deliver said policies to the City as so requested.
16. The Homebuyer will not sell, transfer, rent, vacate or otherwise change title of the property without prior written consent of the City. However, this Agreement shall stay in place in the event that title is transferred to a spouse who is also an occupant of the property.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the date and year first above written.

**ATTEST**

**HOMEOWNER(S)**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Gregory B. Gilmore

**ATTEST**

**CITY OF PIQUA**

\_\_\_\_\_  
Paul Oberdorfer, City Manager

Approved as to Form:

**Commission Agenda  
Staff Report**

<b>MEETING DATE</b>	December 13, 2022		
<b>REPORT TITLE</b>	A Resolution authorizing the City Manager to enter into a contract with the law firm of McCulloch, Felger, Fite, and Gutmann Co. LPA for Legal Counsel services for the City of Piqua		
<b>SUBMITTED BY</b>	Name & Title: L. Paul Oberdorfer, City Manager Department: City Manager		
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
<b>APPROVALS/REVIEWS</b>	<input checked="" type="checkbox"/> City Manager		<input checked="" type="checkbox"/> Finance
	<input type="checkbox"/>		<input type="checkbox"/> Law Director
<b>BACKGROUND</b>	The firm provides both municipal law and prosecution services, and Frank Patrizio has served as the City's Law Director for approximately three years.		
<b>BUDGETING AND FINANCIAL IMPACT</b>	Budgeted \$:	\$123,600.00 Included in the 2023 appropriations	
	Expenditure \$:	Not to exceed \$150,000 each year	
	Source of Funds:	General Fund – Law Department Budget #001-011-811-7553	
<b>OPTIONS</b>	1.	Adopt Resolution.	
	2.	Reject Resolution and advertise for legal services.	
<b>PROJECT TIMELINE</b>	Effective - December 1, 2022 through December 31, 2024		
<b>REASON FOR SELECTING CONSULTANT/COMPANY</b>	Knowledge, expertise, and familiarity of the Community and issues.		
<b>ATTACHMENTS</b>	Agreement for Legal Services through MFFG		

**RESOLUTION NO. R-144-22**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT TO EMPLOY FRANK J. PATRIZIO AS LAW DIRECTOR AND MCCULLOCH FELGER FITE AND GUTMANN CO., L.P.A. AS LEGAL COUNSEL FOR THE CITY OF PIQUA**

BE IT RESOLVED, by the Legislative Authority of the City of Piqua, State of Ohio, that:

SEC. 1: Frank J. Patrizio shall be designated Law Director for the City of Piqua and McCulloch, Felger, Fite and Gutmann Co., L.P.A. shall be designated as Legal Counsel for the City of Piqua upon the terms set forth in the contract attached as Exhibit "A"; and

SEC. 2: The City Manager is authorized to sign said contract on behalf of the City of Piqua.

SEC. 3: The Finance Director certifies that the funds are available and is hereby authorized to draw her warrant from time to time on the appropriate accounts of the City Treasury according to contract terms, not to exceed a total of \$150,000 each year.

SEC. 4: This Resolution shall take effect and be in force immediately as the previous contract will be expiring December 1, 2022 and in order to have continuity of services, immediate approval is requested.

\_\_\_\_\_  
CINDY PEARSON, MAYOR

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

ATTEST: \_\_\_\_\_  
MELISSA KINNEY  
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by \_\_\_\_\_,  
seconded by \_\_\_\_\_ and on roll call the following vote ensued:

Mayor Cindy Pearson \_\_\_\_\_  
Commissioner Kathryn B. Hinds \_\_\_\_\_  
Commissioner James Vetter \_\_\_\_\_  
Commissioner Chris Grissom \_\_\_\_\_  
Commissioner Kris Lee \_\_\_\_\_

## EXHIBIT A

### AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is entered into between The City of Piqua, Ohio ("City"), 201 West Water St., Piqua, Ohio and Frank J. Patrizio ("Patrizio"), 123 Market Street, Piqua, Ohio McCulloch, Felger, Fite and Gutmann Co. L.P.A. ("McCulloch"), 123 Market Street, Piqua, Ohio, effective the 1<sup>st</sup> day of December 2022 through December 31, 2024.

WHEREAS, Patrizio shall act as the Law Director and McCulloch, Felger, Fite and Gutmann Co., L.P.A. as legal Counsel for the City with Frank J. Patrizio as primary contact for the firm. Michael Gutmann shall be designated secondary contact and Nathaniel Funderburg as the last contact; and

NOW THEREFORE, the City, Patrizio and McCulloch hereby agree as follows:

1. Frank J. Patrizio shall serve as law director and prosecutor for the City, Michael Gutmann and Nathaniel Funderburg shall act as assistants.

2. All other attorneys of McCulloch designated by McCulloch may also act as legal counsel and prosecutors when acting on behalf of the City.

3. City shall pay Patrizio and McCulloch the following fees for services rendered:

A. McCulloch attorneys shall bill at an hourly rate of \$175.00 per hour with a guaranteed minimum of ten hours per week. McCulloch will charge a minimum of six hours per week for prosecution of criminal offenses traditionally performed on Wednesday mornings and afternoons. Said minimum is necessary for the reason that Patrizio will not be able to schedule for other matters on Wednesdays from 8:00 a.m. to 3:00 p.m.; said billings will be credited to the City's minimum guarantee of ten hours per week. McCulloch will itemize and submit billing monthly to the City.

B. Paralegal time shall be billed at an hourly rate of \$100.00 per hour. Paralegal will be compensated for calendaring; responding to Court requests; preparation of documents under the direction of law director; preparation of Marcy's law notifications; and any other necessary work performed to adequately represent the City of Piqua. Paralegal time will not be included in the 10 hour minimum set forth in paragraph 3A above.

C. It is the further understanding of the parties that no City fringe benefits, including, but not limited to, participation in the PERS system, shall be paid to McCulloch. Additionally, McCulloch attorneys and staff shall not be considered employees for Social Security, Federal, State and City tax purposes.

4. McCulloch owns Market Square Title Agency. Any real estate work performed by McCulloch or Market Square Title Agency (i.e.: title work, closings, deed preparations, title insurance, etc.) on behalf of the City of Piqua will be billed to the city at the ordinary and customary rates charged by said companies. No title insurance shall be purchased from McCulloch or Market Square Title Agency by the City unless specifically requested by the City Manager.

## EXHIBIT A

5. McCulloch will bill all expenses incurred on behalf of the City, such as reimbursement for long distance telephone calls, travel, postage, deliveries, experts, filing fees and other expenses. Copying fees will not be charged.

6. City and McCulloch acknowledge that conflicts of interest between the City and other clients of McCulloch may occur from time to time. The firm will request transfer of criminal cases to another prosecutor performing work in Miami County, Ohio when a conflict arises with prosecution of criminal defendants. Regarding Civil matters, McCulloch will advise the City Manager of any potential conflict. Based on the facts of the case, McCulloch and City Manager will determine whether outside counsel should be retained to represent the City.

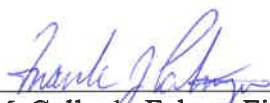
6 General direction on administrative matters shall be given to McCulloch through the City Manager. McCulloch will perform only such legal activities for the City as are authorized by the Piqua City Charter, the City Manager or his designees. McCulloch shall also be authorized to perform, without specific instruction, those legal functions which are necessary or desirable for the welfare of the City. McCulloch, upon reasonable notice, will provide an attorney to attend staff meetings as requested by the City Manager and will review all contracts provided to it by the City Manager or his authorized representatives.

7. This Agreement supersedes any and all other agreements, either oral or in writing, between McCulloch, Patrizio and the City with respect to the employment of Patrizio by the City as law director and prosecutor and McCulloch as Legal Counsel. Further, this Agreement contains all the covenants and agreements between the parties.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio and Charter of the City. In all cases permitted by law, the Charter of the City shall control.

In witness whereof, the parties have executed this Agreement on the \_\_\_\_ day of December, 2022 to be effective December 1, 2022 through December 31, 2024.

**McCulloch, Felger, Fite and Gutmann Co., LPA**

By   
\_\_\_\_\_  
McCulloch, Felger, Fite and Gutmann Co., LPA  
By Frank J. Patrizio

**The City of Piqua, Ohio**

By   
\_\_\_\_\_  
L. Paul Oberdorfer  
City Manager

<b>MEETING DATE</b>	December 13, 2022			
<b>REPORT TITLE</b>	A RESOLUTION APPROVING THE PURCHASE AND SALE OF INLOTS 2684 TO 2692 AND INLOTS 2667 TO 2675 AND OUTLOT 127			
<b>SUBMITTED BY</b>	Chris Schmiesing, Development Director			
	Development Department			
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Regular
<b>APPROVALS/REVIEWS</b>	<input checked="" type="checkbox"/> City Manager		<input checked="" type="checkbox"/> Law Director	
	<input checked="" type="checkbox"/> Development Director		<input type="checkbox"/> Other	
<b>BACKGROUND</b> (Description, background, justification)	The purchase of the subject properties will facilitate the redevelopment of each site in a manner that aligns with the community goals and objectives defined by the Comprehensive Plan. The Piqua Improvement Corporation, as an Ohio Community Improvement Corporation, has certain statutory powers that are intended to support local interest in redeveloping property. As such PIC will be engaged to support facilitating the redevelopment process.			
<b>BUDGET/FINANCIAL IMPACT</b> (Project costs and funding sources)	Budgeted:	\$0		
	Expenditure:	\$300,000		
	Source of Funds:	General, PIC		
	Narrative:	Approving the resolution will allow the acquisition of the subject properties. PIC and the City will carry the upfront cost of acquiring the properties and will each be made whole when the property is sold to accommodate redevelopment.		
<b>OPTIONS</b> (Include deny /approval option)	1.	Adopt the resolution to approve the purchase of the properties.		
	2.	Defeat the resolution to reject the purchase of the properties.		
<b>PROJECT TIMELINE</b>	Dec 13, 2022 – City Commission			
<b>STAFF RECOMMENDATION</b>	Approve the resolution.			
<b>ATTACHMENTS</b>				

**RESOLUTION NO. R-145-22**

**A RESOLUTION APPROVING THE PURCHASE AND SALE OF INLOTS 2684 TO 2692 AND INLOTS 2667 TO 2675 AND OUTLOT 127**

WHEREAS, The Board of Education of the Piqua City School District desires to sell Inlots 2684 to 2692 and Inlots 2667 to 2675, located on Nicklin Avenue, and known Parcel N44-250230 in Piqua, Miami County, Ohio 45356; and

WHEREAS, The Board of Education of the Piqua City School District desires to sell Outlot 127, located on W. High Street, and known as Parcel N44-250240 in Piqua, Miami County, Ohio 45356; and

WHEREAS, the City of Piqua desires to purchase sell the subject properties to The Piqua Improvement Corporation to facilitate redevelopment of the property in accordance with the Comprehensive Plan for the community.

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 Manager is hereby authorized to execute the purchase and sale of Inlots 2684 to 2692 and Inlots 2667 to 2675, located on Nicklin Avenue, and known Parcel N44-250230 in Piqua, Miami County, Ohio 45356, and Outlot 127, located on W. High Street, and known as Parcel N44-250240 in Piqua, Miami County, Ohio 45356 for an amount not to exceed \$300,000 plus closing expenses.

SECTION 2. The Finance Director certifies and warrants that the funds are available.

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

\_\_\_\_\_  
CINDY PEARSON, MAYOR

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

ATTEST: \_\_\_\_\_  
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by \_\_\_\_\_  
seconded by \_\_\_\_\_ and on roll call the following vote ensued:

Mayor Cindy Pearson \_\_\_\_\_  
Commissioner Kathryn B. Hinds \_\_\_\_\_  
Commissioner Kris Lee \_\_\_\_\_  
Commissioner Chris Grissom \_\_\_\_\_  
Commissioner Jim Vetter \_\_\_\_\_

SECTION 13  
TOWN 8  
RANGE 6

CITY OF PIQUA  
MIAMI COUNTY, OHIO

PARCEL ID NUMBER  
N44- PLAT SW 130

W. HIGH STREET 50' R/W



ABBREVIATION LEGEND

201-406-10755	=	RECORDER'S DOCUMENT NUMBER
01-401-1409	=	OFFICIAL RECORD PAGE 509
REC. 15-72	=	RECORDER'S PLAT BOOK, 15, PAGE 72
LOT 13-15	=	LAND SURVEY VOLUME 13, PAGE 73
R.R. 8-29	=	ROAD RECORD VOLUME 8, PAGE 29
C/W	=	CENTERLINE
ACRES	=	ACRES
TRP.	=	TOWNSHIP
TWP.	=	TOWNSHIP
TL	=	TOWNSHIP
INT	=	INLOT

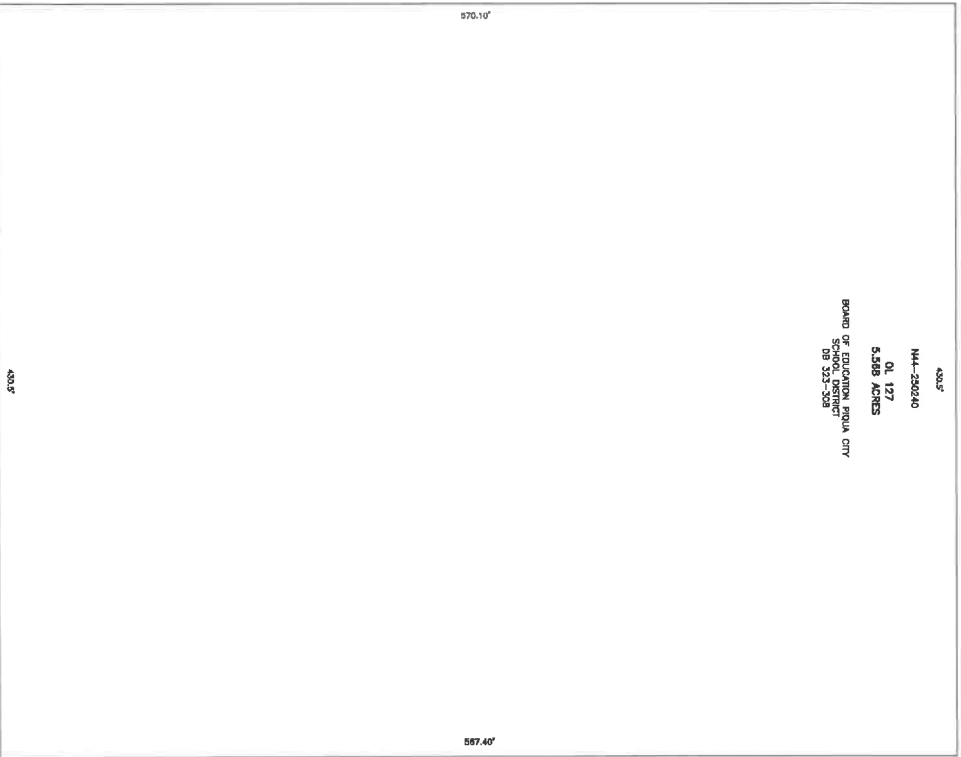
LINE LEGEND

—————	Blow-up Boundary
—————	Property Line
—————	Lot Split Line
—————	Section Line
—————	Centerline
—————	Right-of-Way Line
///////	Corporation Line

SURVEY INDEX

REG. 10-111

REG. 10-112

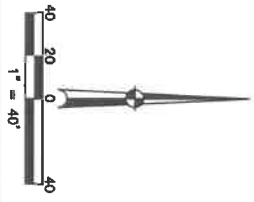


PREPARED BY MIAMI COUNTY ENGINEERS MAP DEPARTMENT  
DATE: DECEMBER 15, 2019 BY  
ENGINEER: DECEMBER 15, 2019 MIAMI COUNTY ENGINEERS

# CITY OF PIQUA MIAMI COUNTY, OHIO

PARCEL NUMBER  
N44-----

N.W. 59



**ABBREVIATION LEGEND**

201108-00729 = RECORDER'S DOCUMENT NUMBER  
 OR 404-059 = OFFICIAL RECORD 404, PAGE 509  
 REC 15-172 = RECORDS PLAT BOOK 15, PAGE 72  
 LND 33-115 = LAND SURVEY VOLUME 33, PAGE 115  
 R.R. B-28 = ROAD RECORD VOLUME 8, PAGE 28  
 C/W = CORP. WARRANT  
 = RIGHT OF WAY  
 = ACRES  
 = TOWNSHIP  
 = RANGE  
 = MERIDIAN  
 = NOT

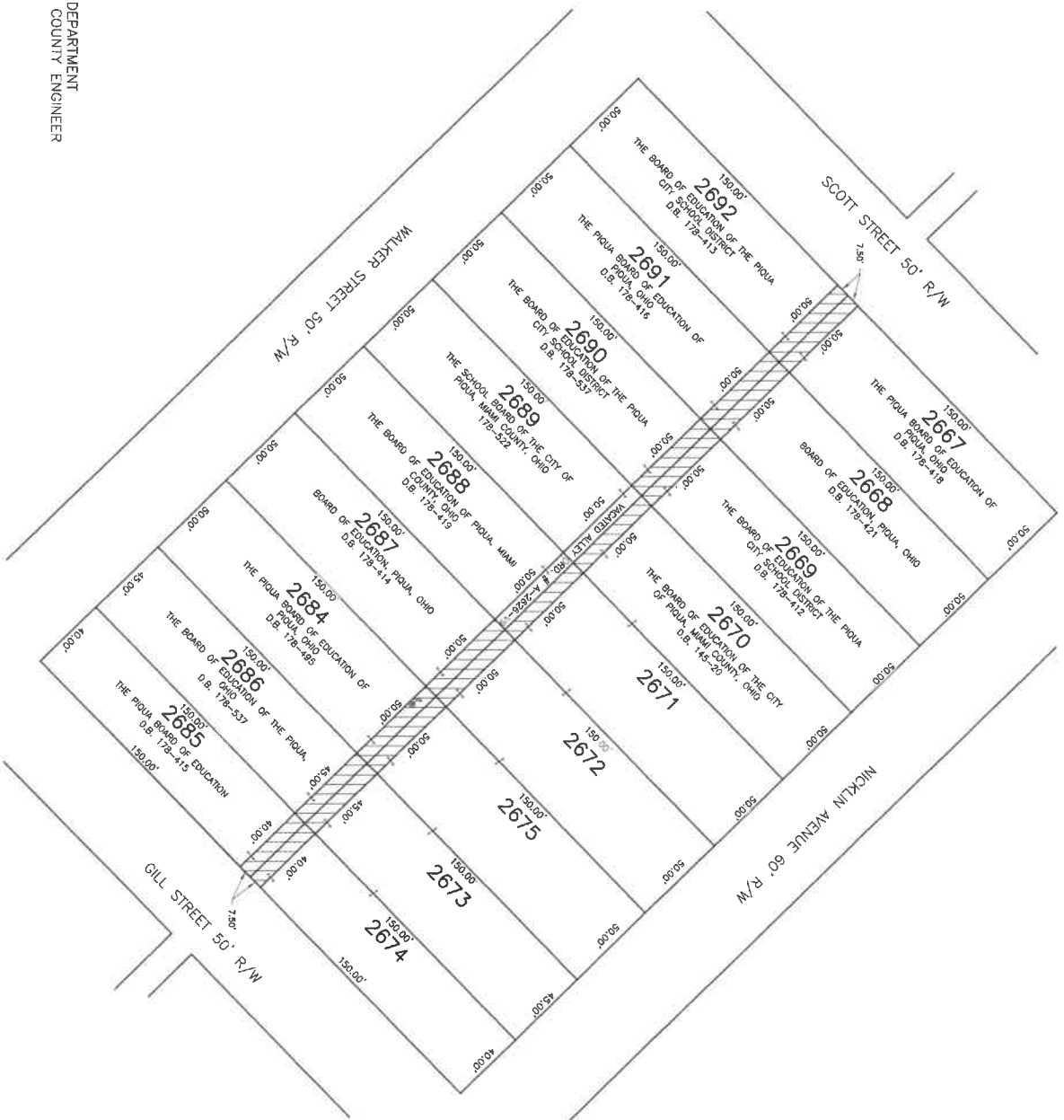
**LINE LEGEND**

— Blow-up Boundary  
 - - - Property Line  
 - - - Lot Split Line  
 - - - Section Line  
 - - - Centerline  
 - - - Right-of-Way Line  
 - - - Corporation Line

**SURVEY INDEX**

LND REC  
 LOT REC. 2-224

NOTE: ALL LOTS LISTED ARE OWNED BY THE PIQUA BOARD OF EDUCATION. VARIATIONS IN THE NAMES LISTED REFLECT VARIATIONS IN THE NAME OF THE ORIGINATOR AS LISTED ON THEIR RESPECTIVE DEEDS.



PREPARED BY: MIAMI COUNTY ENGINEER'S MAP DEPARTMENT  
 PAUL P. HUELSKAMP, P.E., P.S., COUNTY ENGINEER  
 DATE: SEP. 09, 2022 JZW EZ  
 REVISED: Sep. 08, 2022 JZW EZ

**Commission Agenda  
Staff Report**

<b>MEETING DATE</b>	DECEMBER 13, 2022		
<b>REPORT TITLE</b> (Should match resolution/ordinance title)	A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT WITH THE FRATERNAL ORDER OF POLICE		
<b>SUBMITTED BY</b>	Name & Title: Catherine M. Bogan, Human Resources Director Department: Human Resources		
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
<b>APPROVALS/REVIEWS</b>	<input checked="" type="checkbox"/> City Manager		<input checked="" type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> Department Director;		<input type="checkbox"/> Other:
<b>BACKGROUND</b> (Includes description, background, and justification)	This resolution replaces the FOP contract which expired on 12/31/2022 and will be in effect until 12/31/2025.		
<b>BUDGETING AND FINANCIAL IMPACT</b> (Includes project costs and funding sources)	Budgeted \$:	Included in the 2023 appropriations	
	Expenditure \$:		
	Source of Funds:	Various	
	<b>Narrative:</b>		
<b>OPTIONS</b> (Include Deny /Approval Option)	1.	Adopt Resolution No. R-146-22.	
	2.	Reject Resolution No. R-146-22 and provide staff with further direction.	
<b>PROJECT TIMELINE</b>	Effective - January 1, 2023		
<b>REASON FOR SELECTING CONSULTANT/COMPANY</b>	N/A		
<b>ATTACHMENTS</b>	Summary of Contract Changes provided in Executive Session		

**RESOLUTION NO. R-146-22**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT WITH THE FRATERNAL ORDER OF POLICE**

WHEREAS, the City of Piqua and the Fraternal Order of Police (FOP) have negotiated a tentative a collective bargaining agreement effective January 1, 2023, through December 31, 2025.

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 Commission authorizes the City Manager to execute a collective bargaining agreement with the Fraternal Order of Police, Ohio Labor Council, Inc. (FOP) for the officers and for the terms as substantially attached hereto from January 1, 2023 through December 31, 2025.

SEC. 2. The Human Resources Director shall send a certified copy of this Resolution to the State Employment Relations Board to notify SERB of an agreed upon collective bargaining agreement.

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

\_\_\_\_\_  
CINDY PEARSON, MAYOR

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

ATTEST: \_\_\_\_\_  
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by \_\_\_\_\_

seconded by \_\_\_\_\_ and on roll call the following vote ensued:

Mayor Cindy Pearson	_____
Commissioner Kathryn B. Hinds	_____
Commissioner Kris Lee	_____
Commissioner Chris Grissom	_____
Commissioner James Vetter	_____

AGREEMENT  
BETWEEN  
CITY OF PIQUA, OHIO  
AND  
FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC.  
1/1/23 - 12/31/25

**RESOLUTION NO. R-147-22**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SPRINGCREEK TOWNSHIP BOARD OF TOWNSHIP TRUSTEES**

WHEREAS, on December 7, 2017, the Board of Miami County Commissioners upon the petition of the City of Piqua, passed Resolution 17-12-1625 whereby pursuant to Ohio Revised Code Section 503.07, the Commissioners approved conforming of the territorial boundaries of the City of Piqua to those of Springcreek Township, Miami County, Ohio, and effectively removing a number of parcels previously annexed into the City of Piqua from the territory of Springcreek Township; and

WHEREAS, the parties agree that the payments the City owes to the Township are \$96,764.00 for calendar year 2018; \$111,694.00 for calendar year 2019; and \$117,166.00 for calendar year 2020, for a three year total of \$325,624.00; and

WHEREAS, the parties agree that the Township owes to the City the sum of \$320,950.00 for Fire Service provided by the City to the Township during the calendar years of 2021 and 2022; and

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

SEC. 1: A purchase order is hereby authorized not to exceed \$326,000.00 to Springcreek Township, Miami County, Ohio.

SEC. 2: The Finance Director is authorized to draw her warrant on the appropriate account in an amount not to exceed \$326,000.00.

SEC. 3: The Finance Director certifies funds are available or anticipated to come into the City Treasury and is hereby authorized to draw her warrants on the appropriate account of the city treasury in payment according to contract terms, not exceeding a total of \$326,000.00.

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

\_\_\_\_\_  
CINDY PEARSON, MAYOR

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

ATTEST: \_\_\_\_\_  
CITY COMMISSION CLERK

The Motion to adopt the foregoing Resolution was offered by \_\_\_\_\_  
seconded by \_\_\_\_\_ and on roll call the following vote ensued:

Mayor Cindy Pearson	_____	Commissioner Kathryn Hinds	_____
Commissioner Kris Lee	_____	Commissioner Chris Grissom	_____
Commissioner Jim Vetter	_____		

## AGREEMENT

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, between the City of Piqua, Ohio (the “City”) and the Springcreek Township Board of Township Trustees, Miami County, Ohio (the “Township”):

**WHEREAS**, on December 7, 2017, the Board of Miami County Commissioners, upon the petition of the City of Piqua, passed Resolution 17-12-1625 whereby pursuant to Ohio Revised Code section 503.07, the Commissioners approved conforming of the territorial boundaries of the City of Piqua to those of Springcreek Township, Miami County, Ohio and effectively removing a number of parcels previously annexed into the City of Piqua from the territory of Springcreek Township; and

**WHEREAS**, the City of Piqua and the Springcreek Township Board of Township Trustees hereby acknowledge and agree as a result of the Board of Miami County Commissioners’ passage of Resolution 17-12-1625, the real estate parcels set forth and more particularly described in Exhibit A (attached hereto and incorporated herein by reference as if fully rewritten) were removed from the Township pursuant to R.C. 503.07 and as a result, the City became liable to the Township for the payments set forth in R.C. 709.19; and

**WHEREAS**, the parties acknowledge and agree that since the parcels identified on Exhibit A were removed from the Township pursuant to R.C. 503.07, the City is subject to, and required by, Ohio Revised Code section 709.19 to make certain payments to the Township over the course of twelve years as compensation for lost tax revenues resulting from the annexation and removal of the parcels from the Township, with each year’s payment being based upon the then current real estate values as determined by the Miami County Auditor pursuant to Ohio Law; and

**WHEREAS**, the parties agree that the payments the City owes to the Township are \$96,764.00 for calendar year 2018; \$111,694.00 for calendar year 2019; and \$117,166.00 for calendar year 2020, for a three year total of \$325,624.00; and

**WHEREAS**, the parties agree that the Township owes to the City the sum of \$320,950.00 for Fire Service provided by the City to the Township during the calendar years of 2021 and 2022; and

**WHEREAS**, the City of Piqua and the Springcreek Township Board of Township Trustees desire to enter into this Agreement to provide for the payments set forth in Ohio Revised Code section 709.19 arising from the annexation of the parcels described in Exhibit A and their removal from Springcreek Township pursuant to R.C. sect. 503.07; and

**NOW, THEREFORE**, in consideration of the above recitals, which are incorporated herein as if fully rewritten, and in consideration of the mutual benefits and promises thereafter contained, the parties agree as follows:

1. The City of Piqua and the Springcreek Township Board of Township Trustees, by and through their duly authorized representatives, hereby acknowledge and agree that as a result of

the Board of Miami County Commissioners' passage of Resolution 17-12-1625 on December 7, 2017, the real estate parcels set forth in Exhibit A were removed from the Township pursuant to R.C. 503.07 and the City became liable to the Township for the payments set forth and described in R.C. 709.19. As of the date of the execution of this Agreement, the City has made no such payments to the Township.

2. As a result of the City of Piqua's removal of the real estate parcels set forth on Exhibit A from Springcreek Township and as compensation to Springcreek Township for the loss of real estate taxes resulting from such removal, the City of Piqua agrees to make the following payments required by R.C. 709.19 with respect to ***commercial and industrial real, personal, and public utility property taxes*** using the property valuation for the year that the payment is due and without reduction for any exemption placed upon such real estate parcels by the City of Piqua pursuant to R.C. sections 725.02, 1728.10, 3735.67, 5709.40, 5709.41, 5709.45, 5709.62, or 5709.88:

a. In each of the years 2018, 2019 and 2020, the City shall pay the Township **eighty per cent** of the Township taxes in the annexed and removed territory that would have been due the Township for *commercial and industrial* real, personal and public utility property taxes if such removal had not occurred; and

b. In each of the years 2021 and 2022, the City shall pay the Township **sixty-seven and one-half per cent** of the Township taxes in the annexed and removed territory that would have been due the Township for *commercial and industrial* real, personal and public utility property taxes if such annexation and removal had not occurred; and

c. In each of the years 2023 and 2024, the City shall pay the Township **sixty-two and one-half per cent** of the Township taxes in the annexed and removed territory that would have been due the Township for *commercial and industrial* real, personal and public utility property taxes if such annexation and removal had not occurred; and

d. In each of the years 2025 and 2026, the City shall pay the Township **fifty-seven and one-half per cent** of the Township taxes in the annexed and removed territory that would have been due the Township for *commercial and industrial* real, personal and public utility property taxes if such annexation and removal had not occurred; and

e. In each of the years 2027, 2028 and 2029, the City shall pay the Township **forty-two and one-half per cent** of the Township taxes in the annexed and removed territory that would have been due the Township for *commercial and industrial* real, personal and public utility property taxes if such annexation and removal had not occurred.

3. In addition to the payments set forth in paragraph 2 above, and also as a result of the City's annexation and removal of the real estate parcels set forth on Exhibit A from the Township and as additional compensation to the Township for the loss of real estate taxes resulting from such annexation and removal, the City of Piqua agrees to make the following payments required by R.C. 709.19 with respect to ***residential and retail real property taxes*** using the property valuation for the year that the payment is due and without reduction for any exemption placed upon such real estate parcels by the City of Piqua pursuant to R.C. sections 725.02, 1728.10, 3735.67, 5709.40, 5709.41, 5709.45, 5709.62, or 5709.88:

- a. In each of the years 2018, 2019 and 2020, the City shall pay the Township **eighty per cent** of the Township taxes in the annexed and removed territory that would have been due the Township for *residential and retail* real property taxes if such annexation and removal had not occurred; and
  - b. In each of the years 2021 and 2022, the City shall pay the Township **fifty two and one-half per cent** of the Township taxes in the annexed and removed territory that would have been due the Township for *residential and retail* real property taxes if such annexation and removal had not occurred; and
  - c. In each of the years 2023, 2024, 2025, and 2026, the City shall pay the Township **forty per cent** of the Township taxes in the annexed and removed territory that would have been due the Township for *residential and retail* real property taxes if such annexation and removal had not occurred; and
  - d. In each of the years 2027 and 2028, the City shall pay the Township **twenty-seven and one-half per cent** of the Township taxes in the annexed and removed territory that would have been due the Township for *residential and retail* real property taxes if such annexation and removal had not occurred.
4. The obligations set forth in paragraphs 2 and 3 above shall be computed and effected on the basis of the then current valuation which may increase or decrease during the term of this Agreement. Except for the years 2018, 2019 and 2020, each such annual payment shall be made after the tax settlement of the next ensuing calendar year and within thirty days of receipt of an invoice from the Township Fiscal Officer.
  5. No later than December 31, 2022, the City shall pay over to the Township the sum of \$325,624.00 as compensation for the total payments owed to the Township pursuant to R.C. 709.19 for calendar years 2018 (\$96,764.00); 2019 (\$111,694.00); and 2020 (\$117,166.00).
  6. No later than December 31, 2022, the Township shall pay over to the City the sum of \$320,950.00 as compensation for Fire Service provided by the City to the Township during the calendar years of 2021 and 2022.

**THIS SPACE INTENTIONALLY LEFT BLANK**

**IN WITNESS WHEREOF**, the City of Piqua, and the Springcreek Township Board of Township Trustees have, pursuant to resolutions and/or ordinances duly approved, entered into this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF PIQUA**  
MIAMI COUNTY, OHIO

\_\_\_\_\_  
City Manager

**SPRINGCREEK TOWNSHIP BOARD OF TOWNSHIP TRUSTEES**  
MIAMI COUNTY, OHIO

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

**APPROVED AS TO FORM ONLY:**

**On Behalf of Springcreek Township  
Board of Township Trustees**

\_\_\_\_\_  
Anthony E. Kendell  
Miami County Prosecuting Attorney

**On Behalf of the City of Piqua, Ohio**

\_\_\_\_\_  
City of Piqua Law Director