REGULAR PIQUA CITY COMMISSION MEETING
TUESDAY, APRIL 18, 2017
7:30 PM
COMMISSION CHAMBER – 2ND FLOOR
201 WEST WATER STREET
PIQUA, OHIO 45356

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

ANNOUNCEMENTS

REGULAR CITY COMMISSION MEETING

CONSENT AGENDA

1. APPROVAL OF MINUTES
   Approval of the minutes from the April 4, 2017 Regular City Commission Meeting

2. RES. NO. R-70-17
   A Resolution reappointing a member to the Golf Advisory Board

NEW BUSINESS

3. ORD. NO.4-17 (1st Reading)
   An Ordinance amending Chapter 154 Zoning of the Piqua Codified Ordinances and creating
   Section 154.029 Prohibited Use

4. RES. NO. R-71-17
   A Resolution retaining the services of the Auditor of State for the 2016 Annual Audit of the City of Piqua

5. RES. NO. R-72-17
   A Resolution authorizing the City Manager to sign the Program Year (PY) 2017 CHIP Program
   Partnership Agreement by and between the Miami County Board of Commissioners, the City of Piqua,
   the City of Tipp City, and the City of Troy for the Ohio Development Services Agency (ODSA)
   Community Housing Impact and Preservation (CHIP) Program

6. RES. NO. R-73-17
   A Resolution requesting authorization to enter into an agreement with O.R. Colan Associates, LLC
   for the right-of-way acquisition services for the Garbry Road/Looney Road Intersection Improvements
   project

7. RES. NO. R-74-17
   A Resolution awarding a contract to Grissom Construction, LLC for the Sidewalk ADA Compliance program

8. RES. NO. R-75-17
   A Resolution authorizing the purchase of 430 Staunton Street, Parcel No. N44-250260
9. RES. NO. R-76-17
   A Resolution authorizing a purchase order to Walt Sweeney Ford, Inc. for the purchase of a pick-up truck for the Underground Utilities Department

10. RES. NO. R-77-17
    A Resolution authorizing a purchase order to Sherry Chrysler, Dodge, Jeep & Ram on the purchase of a truck for the Wastewater Department

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

CITY MANAGER'S REPORT

COMMISSIONERS COMMENT

ADJOURNMENT
MINUTES
PIQUA CITY COMMISSION
Tuesday, April 4, 2017 7:30 P.M.

Piqua City Commission met at 7:30 P.M. in the Municipal Government Complex Commission Chambers located at 201 W. Water Street. Mayor Hinds called the meeting to order. Also present were Commissioners Terry, Wilson, Vogt, and Martin. Absent: None. Motion carried unanimously.

ANNOUNCEMENTS

No one came forward to speak at this time.

EXECUTIVE SESSION

To consider the purchase or sale of property for public purposes

Moved by Commissioner Vogt, seconded by Commissioner Martin, to move into Executive Session at 7:31 P.M. to consider the purchase or sale of property for public purposes. Roll call, Aye: Terry, Martin, Wilson, Hinds, and Vogt. Nay, None. Motion carried unanimously.

Moved by Commissioner Terry, seconded by Commissioner Wilson to adjourn from the Executive Session at 7:50 P.M. Voice vote, Aye: Martin, Terry, Wilson, Hinds and Vogt. Nay, None. Motion carried unanimously.

Consent Agenda

Approval of Minutes
Approval of the minutes from the March 21, 2017 Regular Piqua City Commission Meeting


NEW BUSINESS

RES. NO. R-65-17
A Resolution awarding a contract for the truck unloading stations for the Power System

Ed Krieger, Power Systems Director provided the Staff Report.

Piqua’s recently updated and re-certified Spill Prevention Control and Countermeasure Plan required the Power System to construct fuel truck unloading stations to ensure any potential fuel spill is contained during the unloading of the gas turbine fuel tanks. Bids were sent out to twelve contractors and publicly advertised. M & T Excavating was the sole bidder, and met all of the requirements and specifications. The City has used M & T previously and were very satisfied with their work.

Commissioner Terry asked what is a Truck Unloading Station.

Mr. Krieger provided a brief description of the Truck Unloading Station.

Public Comment

No one came forward to speak for or against Resolution No. R-65-17

RES. NO. R-66-17
A Resolution awarding a contract for roof repairs to Piqua's Power Plant

Ed Krieger, Power Systems Director provided the Staff Report.

For the past three years the Power System has been actively making repairs to the roof at the Power Plant.

This project was publicly advertised and bids were received on March 20, 2017. The bid required a "foam type" roofing system with a polyuria coating, matching the system utilized the past three years. WRI was the lowest bidder for the roof repairs with a cost not to exceed $40,000. Completion of the repairs allows the Power System to continue its plan of completing all repairs to the Power Plant roof over a six year time frame.

Public Comment

No one came forward to speak for or against Resolution No. R-66-17.


RES. NO. R-67-17
A Resolution authorizing an amendment to Zoning Map to change the Zoning Designation of 403 and 543 Staunton Street to I-1 Light Industrial

Chris Schmiesing, City Planner provided the Staff Report.

The applicant has petitioned to change the zoning of the subject properties to more accurately reflect the planned solar array field special use of the property. A review of the Comprehensive Plan and Zoning Code, and the testimony provided at a public hearing concerning this matter resulted in the Planning Commission finding the request is consistent with the adopted community land use policy and plans.

Public Comment

No one came forward to speak for or against Resolution No. R-67-17.


RES. NO. R-68-17
A Resolution approving the purchase of land by the Sanitation Department Enterprise Fund from the Water Department Enterprise Fund

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

The City Commission and City Department Heads met at the current Sanitation Department to discuss the condition of the facilities. Commissioners had the opportunity to see the deteriorating conditions and the need for more suitable facilities. The Sanitation Department began planning for a new facility and presented the project in the 2016 Budget, which was approved by the City Commission. Recently, the availability of the R.M. Davis land was discussed, with all staff agreeing this would be a good use of the land already owned by the City.

Commissioner Wilson asked Ms. Welker to describe the current conditions of the Sanitation facility.

Ms. Welker provided a brief overview of the current conditions at the location.
Public Comment

No one came forward to speak for or against Resolution No. R-68-17.


RES. NO. R-60-17

A Resolution requesting legislation to enter into an agreement with the Ohio Department of Transportation (ODOT) for the Bike Path Connections Project

Amy Havenar, City Engineer provided the Staff Report.

On February 15, 2011 the City Commission passed a resolution authorizing the City Manager to enter into a preliminary agreement with ODOT for the Garnsey Street/Commercial Street Corridor Project. The City engaged consultants to begin the detail design, the environmental documents, and the right-of-way acquisition. The project will consist of construction of short segments of multi-use trails at both ends of the project to connect the existing trail facilities to the street improvements.

The project will make the necessary improvements along the street corridors to designate the bike route and enhance the pedestrian pathways, as well as the realignment of the intersection at Garnsey/Roosevelt/College Streets. The City has received funding from the Federal Highway Administration through the Miami Valley Regional Planning Commission in the amount of up to $421,462.

Mayor Hinds stated is a multi-use path and for many people this is their transportation to and from work, and she loves the fact that this is opening the south side of the community to get the people on the path and moving.

City Manager Huff provided additional information on the project.

Commissioners asked several questions regarding the completion date, what a shared use path is Mayor Hinds stated this is a Multi-use path and will be used frequently.

PUBLIC COMMENT

Susan Curtis, works for Miami Valley Steel came forward stating she is glad to see the Trail System continue through the city. Some our employees ride their bikes to work and this will continue to provide a safe route for their travel.

Jim Hemmert, Boone Street came forward and provided additional information on the need for the connectors and how they provide a means to move around the community.


PUBLIC COMMENT

No one came forward to speak at this time.

City Manager's Report

City Manager Huff congratulated Jeremy Koehler for being named the 2016 Police Officer of the Year, and congratulated Vance McCulla for being named the 2016 Firefighter of the Year.
Commissioners Comments

Commissioner Terry stated the Commissioners received information from the Law Director on the Miami Valley Risk Management Association and the City's membership in the organization. Commissioner Terry asked the Law Director to provide a brief overview on what the Miami Valley Risk Management Association is and what it provides.

Law Director Stacy Wall provided information on how the Miami Valley Risk Management Association benefits the city and what it provides.

Commissioner Vogt commented on the bike lanes on 25-A, further stating Piqua is very fortunate to have good traffic management.

Mayor Hinds stated the city's thoughts and prayers are with the Bob Ford family. Bob was the Piqua Assistant Fire Chief for many years and passed away recently. Mayor Hinds asked all citizens to keep the Ford family in their thoughts and prayers. Mayor Hinds gave thanks to his long service to the Piqua community.

Moved by Commissioner Martin, seconded by Commissioner Vogt, to move into Executive Session at 8:25 P.M. to consider the appointment, employment, dismissal, discipline or compensation of the City Manager. Roll call vote, Aye: Hinds, Wilson, Martin, Vogt, and Terry. Nay: None.

Moved by Commissioner Martin, seconded by Commissioner Wilson to adjourn from Executive Session at 9:10 P.M. Voice vote, Aye: Martin, Wilson, Terry, Hinds, and Vogt. Nay: None.


________________________________________
KATHRYN B. HINDS, MAYOR

PASSED: _______________________

ATTEST: _______________________
REBECCA J. COOL
CLERK OF COMMISSION
RESOLUTION NO. R-70-17

A RESOLUTION REAPPOINTING A MEMBER TO THE GOLF ADVISORY BOARD

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: James Denson is hereby reappointed as a member to the Golf Advisory Board for a term to expire on March 1, 2021 or until his successor is confirmed and qualified;

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

KATHRYN B. HINDS, MAYOR

PASSED: __________________________

ATTEST: __________________________
REBECCA J. COOL
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by_________________
seconded by___________________, and on roll call the following vote ensued:

Mayor Kathryn B. Hinds __________
Commissioner John Martin __________
Commissioner William Vogt __________
Commissioner Joseph Wilson __________
Commissioner Judy Terry __________
ORDINANCE NO. 4-17

AN ORDINANCE AMENDING CHAPTER 154 ZONING
OF THE PIQUA CODIFIED ORDINANCES AND
CREATING SECTION 154.029 PROHIBITED USE

WHEREAS, the State of Ohio 131st General Assembly adopted House Bill 523 to authorize the use of marijuana for medical purposes and to establish the Medical Marijuana Control Program; and

WHEREAS, adopted House Bill 523 includes provisions to allow the legislative authority of a municipal corporation to adopt an ordinance to prohibit or limit the number of cultivators, processors, or retail dispensaries licensed by the State within the municipal corporation, said provisions codified as Ohio Revised Code Section 3796.29; and

WHEREAS, the Planning Commission has studied the proposed rules and regulations being considered for adoption by various State agencies charged with establishing and administering the Ohio Medical Marijuana Control Program as adopted by the State of Ohio 131st General Assembly; and

WHEREAS, the Planning Commission has conducted a public hearing to seek public opinion concerning the Ohio Medical Marijuana Control Program as it relates to local interests; and

WHEREAS, the Planning Commission submits its recommendation to the City Commission to prohibit cultivators, processors, or retail dispensaries licensed by the State within the municipal corporation.

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

SEC. 1. That the City of Piqua hereby amends Chapter 154 Zoning as set forth below: (new language is underlined):

154.029 PROHIBITED USES

(A) PURPOSE AND INTENT.

It is the purpose and intent to prohibit licensed cultivators, processors, or retail dispensaries within the municipal corporation in any zoning district to promote the health, safety, morals, and general welfare of the citizens of the city.

(B) DEFINITIONS.

The definitions enumerated below shall hold the same meaning and be as used and referenced throughout Chapter 3796 of the Ohio Revised Code.

(1) "Marijuana" means marihuana as defined in section 3719.01 of the Ohio Revised Code.

(2) "Medical marijuana" means marijuana that is cultivated, processed, dispensed, tested, possessed, or used for a medical purpose.
(3) "Cultivator" means the holder of a valid cultivator license as described in section 3796.18 of the Ohio Revised Code.

(4) "Processor" means the holder of a valid processor license as described in section 3796.19 of the Ohio Revised Code.

(5) "Dispensary" means the holder of a valid dispensary license as described in section 3796.20 of the Ohio Revised Code.

(C) PROHIBITION OF CULTIVATORS, PROCESSORS, AND DISPENSARIES
Cultivators, processors, and retail dispensaries licensed by the State of Ohio Medical Marijuana Control Program shall be prohibited within the municipal corporation limits of Piqua, Ohio.

SEC. 2. All other sections of Chapter 154 not amended herein shall continue to remain in effect.

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

KATHRYN B. HINDS, MAYOR

1st Reading April 18, 2017

PASSED: __________________________

ATTEST: __________________________
REBECCA J. COOL
CLERK OF COMMISSION

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

Mayor Kathryn B. Hinds ____________ Commissioner John Martin ____________
Commissioner William Vogt ____________ Commissioner Joseph Wilson __________
Commissioner Judy Terry ____________
# Commission Agenda
## Staff Report

<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>April 18, 2017</th>
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<tr>
<td>REPORT TITLE</td>
<td>AN ORDINANCE AMENDING CHAPTER 154 ZONING OF THE PIQUA CODIFIED ORDINANCES AND CREATING SECTION 154.029 PROHIBITED USE</td>
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<tr>
<td>SUBMITTED BY</td>
<td>Name &amp; Title: Chris Schmiesing, City Planner</td>
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<td>Department: Development Department</td>
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<td>AGENDA CLASSIFICATION</td>
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<td>APPROVALS/REVIEWS</td>
<td>City Manager</td>
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<td>Asst. City Manager/Development</td>
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<td>Planning Commission</td>
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<td>BACKGROUND</td>
<td>The Medical Marijuana Control Program adopted by the State of Ohio includes provisions allowing municipalities to prohibit within the municipal corporation cultivators, processors, or retail dispensaries licensed by the State. The Planning Commission has evaluated the provisions of the Ohio Medical Marijuana Control Program and conducted a public hearing to receive public comment on this matter.</td>
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<td>BUDGETING AND</td>
<td>Budgeted $:</td>
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<td>FINANCIAL IMPACT</td>
<td>Expenditure $:</td>
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<td>(Includes project</td>
<td>Source of Funds:</td>
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<td>costs and funding</td>
<td>The Planning Commission findings and conclusions drawn by way of the study and public hearing results in their recommending the prohibition of cultivators, processors, and retail dispensaries licensed by the State within the municipal corporation.</td>
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<td>SOURCES)</td>
<td>Narrative:</td>
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<td>OPTIONS (Include</td>
<td>1. Adopt the ordinance to authorize the prohibition</td>
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<tr>
<td>Deny/Approval</td>
<td>2. Defeat the ordinance and rely on the State provisions to protect local interests.</td>
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<td>PROJECT TIMELINE</td>
<td>Dec 2016 – Planning Commission discussion</td>
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<td>Feb 2017 – Planning Commission public hearing</td>
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<td>April/May, 2017 – City Commission agenda</td>
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<td>STAFF RECOMMENDATION</td>
<td>Approve ordinance</td>
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<td>REASON FOR SELECTING CONSULTANT/COMPANY</td>
<td>N/A</td>
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<td>ATTACHMENTS</td>
<td>Planning Commission Resolution</td>
</tr>
</tbody>
</table>
RESOLUTION No. PC 6-17

WHEREAS, The Ohio Legislature 131st General Assembly enacted House Bill 523, effective on September 8, 2016, authorizing the use of medical marijuana in Ohio; and,

WHEREAS, the legislation set a basic framework and timeline for state agencies to establish specific rules and guidelines for the cultivation, processing, testing, dispensing and medical use of marijuana; and,

WHEREAS, the legislation authorizes the legislative authority of a municipal corporation to adopt regulations to prohibit, or limit the number of, cultivators, processors, or retail dispensaries; and,

WHEREAS, the legislation prohibits a cultivator, processor, retail dispensary, or laboratory from being located or relocating within 500 feet of a school, church, public library, public playground, or public park, and requires that the Department of Commerce or Board of Pharmacy specify whether a license holder may remain in operation, must relocate, or have its license revoked after a school, church, public library, public playground, or public park opens within 500 feet of the license holder's premises; and,

WHEREAS, section 154.141(B) of the City of Piqua Code of Ordinances provides the procedure for authorizing the approval of an amendment to the zoning chapter; and,

WHEREAS, in accordance with the referenced procedure, the Planning Commission has initiated discussion on the subject topic and studied the matter, conducted a public hearing and invited public comment, and with reference to testimony provided and supporting materials submitted for consideration, has concluded the actions in the best interest of the general health, safety and welfare of the community, include the following:

1) Prohibit medical marijuana cultivators, processors, or retail dispensaries, as defined by Ohio's Medical Marijuana Law (HB 523), from being permitted within any zoning district.

2) Prohibit a cultivator, processor, retail dispensary, or laboratory, as defined by Ohio's Medical Marijuana Law (HB 523), from being located or relocating within 500 feet of a school, church, public library, public playground, or public park within any zoning district.

NOW THEREFORE BE IT RESOLVED, the City of Piqua Planning Commission hereby recommends to the City Commission the action or actions described by this resolution.
<table>
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<tr>
<th>Motion by:</th>
<th>Mr. Spoltman</th>
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<tr>
<td>Second by:</td>
<td>Mr. Shear</td>
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<td>Mr. Jim Oda</td>
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<td>Mrs. Cindy Pearson</td>
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<td>Mr. Stu Shear</td>
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<td>Mr. Gary Koenig</td>
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<tr>
<td>Mr. Mark Spoltman</td>
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RESOLUTION NO. R-71-17

A RESOLUTION RETAINING THE SERVICES OF THE AUDITOR OF STATE
FOR THE 2016 ANNUAL AUDIT OF THE CITY OF PIQUA

WHEREAS, pursuant to Section 117.11 of the Revised Code, the City of Piqua is required to have an annual audit for the fiscal period January 1, 2016 through December 31, 2016; and

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

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

SEC. 1: The Auditor of State is hereby retained by the City of Piqua to complete the annual audit for the period January 1, 2016 through December 31, 2016.

SEC. 2: For such audit services, the Auditor of State shall be paid an amount not to exceed $39,975;

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

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

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

____________________________________
KATHRYN B. HINDS, MAYOR

PASSED: ____________________________

ATTEST:

____________________________________
REBECCA J. COOL
CLERK OF COMMISSION

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

Mayor Kathryn B. Hinds
Commissioner John Martin
Commissioner William Vogt
Commissioner Joseph Wilson
Commissioner Judy Terry

### Commission Agenda  
**Item #4**  
**Staff Report**

<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>April 18, 2017</th>
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<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A resolution retaining the services of the Auditor of State for the 2016 annual audit of the City of Piqua</td>
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</tbody>
</table>
| SUBMITTED BY | Name & Title: Cynthia A. Holtzapple, Assistant City Manager & Finance Director  
Department: Finance |
| AGENDA CLASSIFICATION | ☒ Resolution |
| APPROVALS/REVIEWS | ☒ City Manager  
☒ Asst. City Manager/Finance  
☐ Asst. City Manager/Development  
☐ Department Director;  
☐ Other: |
| BACKGROUND | Annually the City of Piqua undergoes an audit of our financial statements. For the fiscal period of January 1, 2016 through December 31, 2016 the Auditor of State will be doing the audit.  
The summary of services they will provide is outlined in the attached letter of arrangement. The audit will start shortly and be completed on or before June 30, 2017 at a cost not to exceed $39,975. |
| BUDGETING AND FINANCIAL IMPACT |  
**Budgeted:** $43,000  
**Expenditure:** $39,975  
**Source of Funds:** Various Funds  
**Narrative:** The 2017 Budget includes funds for our annual audit. |
| OPTIONS |  
1. Approve Resolution No. R-71-17 authorizing the City of Piqua to retain services of the Auditor of State to provide auditing services for the 2016 audit.  
2. Do not approve Resolution No. R-71-17 and provide staff with further direction. |
| PROJECT TIMELINE | The 2016 audit will begin shortly and continue thru early June. |
| STAFF RECOMMENDATION | Approve Resolution No. R-71-17 authorizing the City of Piqua to retain the services of the Auditor of State to provide audit services for the year 2016. |
| ATTACHMENTS | Letter of Arrangement |
April 10, 2017

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

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

Summary of Services

We will audit the City's basic financial statements as of and for the year ended December 31, 2016. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. The objective of an audit is to express our opinion concerning whether the basic financial statements present fairly, in all material respects, the City's financial position, changes in financial position, and cash flows (where applicable), in conformity with U.S. generally accepted accounting principles.

We expect to deliver our report on or about June 30, 2017.

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

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

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

Engagement Team

The engagement will be led by:

* Donna Waldron, Chief Auditor, and Scott Bowser, Assistant Chief Auditor, who will be responsible for assuring the overall quality, value, and timeliness of our services to you;

* Matt Clum, Senior Audit Manager, who will be responsible for managing the delivery of our services to you; and

* Daniel Barho st, Audit Manager, who will be responsible for on-site administration of our services to you.
The Auditing Process

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

We will conduct our audit in accordance with U.S. generally accepted auditing standards (GAAS) and the Comptroller General of the United States' standards for financial audits included in Government Auditing Standards. Those standards require that we plan and perform the audit to reasonably assure that the financial statements are free of material misstatement.

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

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

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

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

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

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

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

Your Responsibilities and Identification of the Applicable Reporting Framework:
We will audit assuming that management and those charged with governance acknowledge and understand they are responsible for:

1. Preparing the financial statements and other financial information, including related disclosures and selecting and applying accounting principles in accordance with accounting principles generally accepted in the United States of America.
2. Providing us with:
   a. Access to all information of which management is aware that is relevant to preparing and
      fairly presenting the financial statements such as records, documentation, and other
      matters;
   b. Additional information that we may request from management for the audit; and
   c. Unrestricted access to persons within the city from whom we determine it necessary to
      obtain audit evidence.

3. Informing us of events occurring or facts discovered subsequent to the date of the financial
   statements, of which management may become aware, that may affect the financial statements.

4. Preparing supplementary information in accordance with the applicable criteria.
   a. Include our report on the supplementary information in any document that includes the
      supplementary information and that indicates that the auditor has reported on this
      supplementary information.
   b. Present the supplementary information with the audited financial statements or, if the
      supplementary information will not be presented with the audited financial statements, to
      make the audited financial statements readily available to the intended users of the
      supplementary information no later than the date of issuance by the city of the
      supplementary information and the auditor's report thereon.

5. Reporting fraud and noncompliance of which you are aware to us.

6. Making available to the auditor draft financial statements and any accompanying other
   information in time to allow the auditor to complete the audit in accordance with the proposed
   timeline.

7. Reviewing drafts of the audited financial statements, footnotes, any supplemental information,
   auditor's reports and any findings; and informing us of any edits you believe may be necessary.

8. Designing and implementing programs and controls to prevent and detect fraud.

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

Compliance with Laws and Regulations

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

Your Responsibilities:
Management and those charged with governance are responsible for:

1. Being knowledgeable of, and complying with, laws, regulations, contracts, and grants applicable
to the City.
2. Identifying for us other financial audits, attestation engagements, performance audits, internal audits, reports from regulators or other studies related to the Organization (if any), and the corrective actions taken to address these audits' significant findings and recommendations.

3. Tracking the status of prior audit findings.

4. Taking timely and appropriate steps to remedy fraud, noncompliance, violations of provisions of laws, regulations, contracts or grant agreements, or abuse we may report.

5. Providing your views and planned corrective action on audit findings we may report.

Internal Control

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

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

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

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

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

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

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

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

Without an acceptable SSAE No. 16 or AUP report for the above-listed organizations, generally accepted auditing standards may require us to qualify our opinion on your City's financial statements due to an insufficiency of audit evidence regarding service organization transactions included in your City's financial statements. You are responsible for communicating the need for a SSAE No. 16 or AUP report to these service organizations, and also for communicating the deadline for which we need the report to meet your reporting deadline. We will require the reports by approximately May 31, 2017 to meet your reporting deadline of June 30, 2017.

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

Representations from Management

Your Responsibilities

Upon concluding our engagement, management and, when appropriate, those charged with governance will provide to us written representations about the audit that, among other things, will confirm, to the best of their knowledge and belief:
- Management's responsibility for preparing the financial statements in conformity with generally accepted accounting principles;
- The availability of original financial records and related data, the completeness and availability of all minutes of the legislative or other bodies and committee meetings;
- Management's responsibility for the city's compliance with laws and regulations;
- The identification and disclosure to the auditor of all laws, regulations, and provisions of contracts and grant agreements directly and materially affecting the determination of financial statement amounts and;
- The absence of fraud involving management or employees with significant roles in internal control.

Additionally, we will request representations, as applicable, regarding:
- The inclusion of all components, and the disclosure of all joint ventures and other related organizations;
- The proper classification of funds, net position and fund balances;
- The proper approval of reserves of fund equity;
- Compliance with laws, regulations, and provisions of contracts and grant agreements, including budget laws or ordinances; compliance with any tax or debt limits, and any debt covenants;
- Representations relative to GASB-required supplementary information;
City of Plqua  
April 10, 2017  
Page 6  

- The identification of all federal assistance programs, and compliance with grant requirements.
- Events occurring subsequent to the fiscal year end requiring adjustment to or disclosure in the financial statements.

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

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

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

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

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

**Our Responsibilities:**  
In providing our services, we will consult with the City regarding matters of accounting, financial reporting or other significant business issues. Accordingly, our fee includes estimated time necessary for this consultation. Circumstances may require the Auditor of State to confirm balances with your financial institution resulting in additional nominal charges which will not require an amendment to this agreement. However, should a matter require research, consultation or audit work beyond this estimate, the Auditor of State and the City will agree to an appropriate revision in services and fee. These revisions will also be set forth in the form of the attached Amendment to Letter of Arrangement.*
Your Responsibilities:
The City will provide in a timely manner all financial records and related information to us, an initial list of which has been furnished to you, including timely communication of all significant accounting and financial reporting matters, as well as working space and clerical assistance as mutually agreed upon and as is normal and reasonable in the circumstances. When and if for any reason the City is unable to provide these schedules, information and assistance, the Auditor of State and the City will mutually revise the fee to reflect additional services, if any, we require to achieve these objectives. These revisions will be set forth in the form of the attached Amendment to Letter of Arrangement.

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

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

Fee
Except for any charges in fees and expenses which may result from the circumstances described above, we expect our fees and expenses for our audit services will not exceed $39,975.

Pursuant to Ohio Rev. Code Section 117.13, you may charge all of this audit’s cost to the general fund or you may allocate the cost among the general fund and other eligible funds in accordance with Auditor of State Bulletin 2009-311.

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

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

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

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

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

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

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

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

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

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

Dave Yost
Auditor of State of Ohio

[Signature]

Donna K. Waldron, CPA, CFE
Chief Auditor

Attachment

c: City Commissioners
   Mayor
   City Manager

ACCEPTED BY

TITLE

DATE
RESOLUTION NO. R-72-17

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN THE PROGRAM YEAR (PY) 2017 CHIP PROGRAM PARTNERSHIP AGREEMENT BY AND BETWEEN THE MIAMI COUNTY BOARD OF COMMISSIONERS, THE CITY OF PIQUA, THE CITY OF TIPP CITY, AND THE CITY OF TRCY FOR THE OHIO DEVELOPMENT SERVICES AGENCY (ODSA) COMMUNITY HOUSING IMPACT AND PRESERVATION (CHIP) PROGRAM

WHEREAS, the City of Piqua intends to partner with the Miami County Board of Commissioners, the City of Tipp City, and the City of Troy to apply to the Ohio Development Services Agency (ODSA), Office of Community Development (OCD) for funding under the Program Year 2017 Community Housing Impact and Preservation (CHIP) Program; and

WHEREAS, through this partnership the Miami County Board of Commissioners, the City of Tipp City, City of Troy, and the City of Piqua are eligible to apply for $1,120,000 of CHIP Program funding provided they meet applicable program requirements; and

WHEREAS, the Ohio Development Services Agency, Office of Community Development (ODSA, OCD) requires the Miami County Board of Commissioners, the Council for the City of Tipp City, the Council for the City of Troy, and the Council for the City of Piqua to execute a PY 2017 CHIP Partnership Agreement; and

WHEREAS, the Board of Miami County Commissioners as the governing body and the City of Piqua, City of Tipp City, and City of Troy as the participating parties have agreed to enter into a Partnership Agreement for the PY 2017 CHIP program; and

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

SEC. 1: The City Manager is hereby authorized to sign the PY 2017 CHIP Program Partnership Agreement by and between the Miami County Board of Commissioners, the City of Tipp City, City of Troy, and the City of Piqua for the ODSA, OCD Community Housing Impact and Preservation (CHIP) Program;

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

KATHRYN B. HINDS, MAYOR

PASSED:

ATTEST:

REBECCA J. COOL
CLERK OF COMMISSION

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

Mayor Kathryn B. Hinds

Commissioner John Martin

Commissioner William Vogt

Commissioner Joseph Wilson

Commissioner Judy Terry
# Commission Agenda

## Staff Report

<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>April 18, 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A Resolution Authorizing the City Manager to sign the Program Year (PY) 2017 CHIP Program Partnership Agreement by and between the Miami County Board of Commissioners, City of Tipp City, City of Troy, and City of Piqua for the Ohio Development Services Agency (ODSA) Community Housing Impact and Preservation (CHIP) Program</td>
</tr>
</tbody>
</table>
| SUBMITTED BY | Name & Title: Nikki Reese, Development Program Manager  
Department: Development |
| AGENDA CLASSIFICATION | ☒ Consent  
☐ Ordinance  
☒ Resolution  
☐ Regular |
| APPROVALS/REVIEWS | ☒ City Manager  
☒ Asst. City Manager/Development  
☑ Law Director  
☐ Other: |
| BACKGROUND | The City of Piqua intends to partner with the Miami County Board of Commissioners, City of Tipp City, and City of Troy to apply to the Ohio Development Services Agency (ODSA) for funding under the Program Year (PY) 2017 Community Housing Impact and Preservation (CHIP) Program. Through this partnership the Miami County Board of Commissioners, City of Tipp City, City of Troy and the City of Piqua are eligible for $1,120,000 of CHIP Program funding provided they meet applicable program requirements. On February 2, 2017, the City of Piqua conducted its first Public Hearing to inform citizens about the entire CDBG/HOME program, how funds may be used, what activities are eligible, and other important program requirements. A joint 2nd Public Hearing was held on April 6, 2017 on the CHIP application.  
Based on both citizen input and a recommendation of the joint Housing Advisory Committee respecting the assessment of the County's and partnering City's housing needs, the following eligible CHIP activities as been selected:  
- Private Owner Rehabilitation (Owner-occupied dwellings)  
- Owner Home Repair (Owner-occupied dwellings)  
- Rental Rehabilitation (Owner of the rental unit must be the applicant)  
- Rental Home Repair (Owner of the rental unit must be the applicant) |
| BUDGETING AND FINANCIAL IMPACT |  
| Source of Funds | CDBG (federal funds); HOME (federal funds); OHIF (State funds) |
| Narrative | The total CHIP budget for the City of Piqua is $576,500 for 2017-2019. |
| OPTIONS |  
1. Adopt the Resolution and authorize the City Manager to sign the Partnership Agreement.  
2. Deny the Resolution and reject the partnership agreement. |
<table>
<thead>
<tr>
<th><strong>3.</strong></th>
<th><strong>4.</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PROJECT TIMELINE</strong></td>
<td>The CHIP application is due May 5, 2017 and we will be notified in September 2017 if our application is funded. We will be able to start implementing the program in January 2018. All projects in this grant cycle will be completed by October 31, 2019.</td>
</tr>
<tr>
<td><strong>STAFF RECOMMENDATION</strong></td>
<td>Staff recommends that the City Commission adopt the resolution which would allow the City Manager to sign the PY 2017 CHIP Program Partnership Agreement by and between the Miami County Board of Commissioners, City of Tipp City, City of Troy, and the City of Piqua, Ohio for the ODSA, CHIP Program.</td>
</tr>
<tr>
<td><strong>REASON FOR SELECTING CONSULTANT/COMPANY</strong></td>
<td>Not Applicable</td>
</tr>
<tr>
<td><strong>ATTACHMENTS</strong></td>
<td>- PY 2017 CHIP Program Partnership Agreement by and between the Miami County Board of Commissioners, City of Tipp City, City of Troy, and City of Piqua for the Ohio Development Services Agency (ODSA) Community Housing Impact and Preservation (CHIP) Program</td>
</tr>
</tbody>
</table>
PY 2017 CHIP PROGRAM PARTNERSHIP AGREEMENT

by and between

MIAMI COUNTY BOARD OF COMMISSIONERS

and

CITY OF PIQUA, OHIO

and

CITY OF TIPP CITY, OHIO

and

CITY OF TROY, OHIO

for the

OHIO DEVELOPMENT SERVICES ADMINISTRATION (ODSA)

COMMUNITY HOUSING IMPACT AND PRESERVATION (CHIP) PROGRAM

This Program Year 2017 CHIP Program Partnership Agreement (hereinafter referred to as Partnership Agreement) is entered into by and between the Miami County Board of Commissioners, Miami County, Ohio, an Ohio County (hereinafter referred to as the Applicant/Grantee), the City of Piqua, Ohio, an Ohio Municipal Corporation (hereinafter referred to as a Partnering Jurisdiction), the City of Tipp City, Ohio, an Ohio Municipal Corporation (hereinafter referred to as a Partnering Jurisdiction), and the City of Troy, Ohio, an Ohio Municipal Corporation (hereinafter referred to as a Partnering Jurisdiction) for the undertaking of the PY 2017 Community Housing Impact and Preservation Program (hereinafter referred to as the CHIP Program), in the event the PY 2017 CHIP Program Application is funded by the Ohio Development Services Administration (hereinafter referred to as the ODSA).

WHEREAS, Applicant/Grantee, in conjunction with the Partnering Jurisdictions, will be applying for an $1,120,000 CHIP Program Competitive Grant comprised of federal Community Development Block Grant (CDBG) funds, federal HOME Investment Partnership (HOME) funds, and Ohio Housing Trust Funds (OHTF); and

WHEREAS, the ODSA requires the designation of an Applicant/Grantee in order for a CHIP Program Partnership to apply for CHIP Program funding; and
WHEREAS, the ODSA requires the execution of a Partnership Agreement between the Applicant/Grantee and other Partnering Jurisdictions that are also eligible to receive CHIP Program funds in the event the Applicant/Grantee and the other Partnering Jurisdictions are willing to mutually form a CHIP Program Partnership; and

WHEREAS, upon the execution of a Partnership Agreement, the Partnering Jurisdictions become a part of the Applicant/Grantee’s CHIP Program for the purposes of program planning, administration, implementation, fiscal obligation, and closeout for the lifetime of the CHIP Program grant period; and

WHEREAS, the ODSA requires the Partnership Agreement to state that it covers all CHIP Program funds awarded from the ODSA’s CDBG, HOME and OHTF allocations, and remains in effect until the CHIP Program activities are completed, all of the funds are expended and the grant is closed out; and

WHEREAS, the ODSA requires the Partnership Agreement to contain a statement that neither the Applicant/Grantee nor the Partnering Jurisdictions can terminate or withdraw from the Partnership Agreement while it remains in effect; and

WHEREAS, the ODSA requires the Partnership Agreement to outline the responsibilities of both the Applicant/Grantee and the Partnering Jurisdictions, including a description of the Applicant/Grantee’s oversight process, records availability for monitoring purposes, and how Program Income will be managed; and

WHEREAS, the ODSA requires the governing body of the Applicant/Grantee and the governing body of each Partnering Jurisdiction to authorize the Partnership Agreement;

NOW, THEREFORE, it is agreed by and between the Applicant/Grantee and the Partnering Jurisdictions that:

1. **Designation of Applicant/Grantee**

   The Miami County Board of Commissioners is hereby designated the Applicant/Grantee in order for the Miami County/City of Piqua/City of Tipp City/City of Troy CHIP Program Partnership to apply for PY 2017 CHIP Program funding.

2. **Partnering Jurisdictions**

   The City of Piqua hereby agrees to be a Partnering Jurisdiction under the Miami County/City of Piqua/City of Tipp City/City of Troy CHIP Program Partnership.

   The City of Tipp City hereby agrees to be a Partnering Jurisdiction under the Miami County/City of Piqua/City of Tipp City/City of Troy CHIP Program Partnership.

   The City of Troy hereby agrees to be a Partnering Jurisdiction under the Miami County/City of Piqua/City of Tipp City/City of Troy CHIP Program Partnership.
3. **Scope of Agreement**

**PY 2017 CHIP Program:**

This Partnership Agreement covers all CHIP Program funds awarded from the ODSA’s CDBG, HOME and/or OHTF allocations, and remains in effect until the CHIP Program activities are completed, all of the funds are expended and the grant is closed out.

The Applicant/Grantee, with assistance from the Partnering Jurisdictions, shall undertake and complete the activities as set forth in the $1,120,000 PY 2017 CHIP Program Application to be submitted to the ODSA on or before May 5, 2017.

The initial overall CHIP Program Budget is established as follows:

Total CHIP Program Budget --- $1,340,000.

Total PY 2017 CHIP Program Grant Request --- $1,120,000.

PY 2017 CHIP Program Funds Reserved for General Administration and Fair Housing --- $107,000.

Balance of PY 2017 CHIP Program Funds for Project Activities --- $1,013,000

The funds budgeted for each CHIP Program project activity for the CHIP Program Partnership is as follows:

**CHIP Program Project Activity Funds budgeted for Miami County (Applicant/Grantee)**

<table>
<thead>
<tr>
<th>Project/Activity – Miami County</th>
<th>CHIP Funds</th>
<th>Other Funds</th>
<th>Program Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rehabilitation Assistance – Owner Rehabilitation</td>
<td>$ 88,125</td>
<td>$ 1,000</td>
<td>2 Units</td>
</tr>
<tr>
<td>Rehabilitation Assistance – Rental Rehabilitation</td>
<td>$ 48,500</td>
<td>$ 43,500</td>
<td>2 Units</td>
</tr>
<tr>
<td>Repair Assistance – Owner Home Repair</td>
<td>$ 87,500</td>
<td>$ 0</td>
<td>7 Units</td>
</tr>
<tr>
<td>Repair Assistance – Rental Home Repair</td>
<td>$ 24,750</td>
<td>$ 20,250</td>
<td>3 Units</td>
</tr>
<tr>
<td>Homeownership Assistance – Downpayment Assistance</td>
<td>$ 0</td>
<td>$ 0</td>
<td>na</td>
</tr>
<tr>
<td>Homeownership Assistance – DPA/Rehabilitation</td>
<td>$ 0</td>
<td>$ 0</td>
<td>na</td>
</tr>
<tr>
<td>Homeownership Assistance – New Construction – Habitat</td>
<td>$ 0</td>
<td>$ 0</td>
<td>na</td>
</tr>
<tr>
<td>Tenant-Based Rental Assistance – Rental Housing Assistance</td>
<td>$ 0</td>
<td>$ 0</td>
<td>na</td>
</tr>
<tr>
<td><strong>Total CHIP Program Funds Allocated for Miami County:</strong></td>
<td><strong>$248,875</strong></td>
<td><strong>$ 64,750</strong></td>
<td></td>
</tr>
</tbody>
</table>
3. Scope of Agreement (continued)

Program Funds budgeted for the CHIP Program Project Activity Funds Allocated to the City of Piqua (Partnering Jurisdiction)

<table>
<thead>
<tr>
<th>Project/Activity – City of Piqua</th>
<th>CHIP Funds</th>
<th>Other Funds</th>
<th>Program Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rehabilitation Assistance – Owner Rehabilitation</td>
<td>$353,000</td>
<td>$ 0</td>
<td>8 Units</td>
</tr>
<tr>
<td>Rehabilitation Assistance – Rental Rehabilitation</td>
<td>$ 70,500</td>
<td>$63,000</td>
<td>3 Units</td>
</tr>
<tr>
<td>Repair Assistance – Owner Home Repair</td>
<td>$100,000</td>
<td>$ 0</td>
<td>8 Units</td>
</tr>
<tr>
<td>Repair Assistance – Rental Home Repair</td>
<td>$ 16,000</td>
<td>$13,000</td>
<td>2 Units</td>
</tr>
<tr>
<td>Homeownership Assistance – Downpayment Assistance</td>
<td>$ 0</td>
<td>$ 0</td>
<td>na</td>
</tr>
<tr>
<td>Homeownership Assistance – DPA/Rehabilitation</td>
<td>$ 0</td>
<td>$ 0</td>
<td>na</td>
</tr>
<tr>
<td>Homeownership Assistance – New Construction – Habitat</td>
<td>$ 0</td>
<td>$ 0</td>
<td>na</td>
</tr>
<tr>
<td>Tenant-Based Rental Assistance – Rental Housing Assistance</td>
<td>$ 0</td>
<td>$ 0</td>
<td>na</td>
</tr>
<tr>
<td>Total CHIP Program Funds allocated for City of Piqua:</td>
<td>$539,500</td>
<td>$ 76,000</td>
<td></td>
</tr>
</tbody>
</table>

Program Funds budgeted for the CHIP Program Project Activity Funds Allocated to the City of Tipp City (Partnering Jurisdiction)

<table>
<thead>
<tr>
<th>Project/Activity – City of Tipp City</th>
<th>CHIP Funds</th>
<th>Other Funds</th>
<th>Program Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rehabilitation Assistance – Owner Rehabilitation</td>
<td>$ 44,125</td>
<td>$ 0</td>
<td>1 Unit</td>
</tr>
<tr>
<td>Rehabilitation Assistance – Rental Rehabilitation</td>
<td>$ 24,250</td>
<td>$21,750</td>
<td>1 Unit</td>
</tr>
<tr>
<td>Repair Assistance – Owner Home Repair</td>
<td>$ 49,750</td>
<td>$ 0</td>
<td>4 Units</td>
</tr>
<tr>
<td>Repair Assistance – Rental Home Repair</td>
<td>$ 0</td>
<td>$ 0</td>
<td>na</td>
</tr>
<tr>
<td>Homeownership Assistance – Downpayment Assistance</td>
<td>$ 0</td>
<td>$ 0</td>
<td>na</td>
</tr>
<tr>
<td>Homeownership Assistance – DPA/Rehabilitation</td>
<td>$ 0</td>
<td>$ 0</td>
<td>na</td>
</tr>
<tr>
<td>Homeownership Assistance – New Construction – Habitat</td>
<td>$ 0</td>
<td>$ 0</td>
<td>na</td>
</tr>
<tr>
<td>Tenant-Based Rental Assistance – Rental Housing Assistance</td>
<td>$ 0</td>
<td>$ 0</td>
<td>na</td>
</tr>
<tr>
<td>Total CHIP Program Funds allocated for City of Tipp City:</td>
<td>$118,125</td>
<td>$ 21,750</td>
<td></td>
</tr>
</tbody>
</table>

Program Funds budgeted for the CHIP Program Project Activity Funds Allocated to the City of Troy (Partnering Jurisdiction)

<table>
<thead>
<tr>
<th>Project/Activity – City of Troy</th>
<th>CHIP Funds</th>
<th>Other Funds</th>
<th>Program Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rehabilitation Assistance – Owner Rehabilitation</td>
<td>$ 0</td>
<td>$ 0</td>
<td>na</td>
</tr>
<tr>
<td>Rehabilitation Assistance – Rental Rehabilitation</td>
<td>$ 48,500</td>
<td>$43,500</td>
<td>2 Units</td>
</tr>
<tr>
<td>Repair Assistance – Owner Home Repair</td>
<td>$ 25,000</td>
<td>$ 0</td>
<td>2 Units</td>
</tr>
<tr>
<td>Repair Assistance – Rental Home Repair</td>
<td>$ 33,000</td>
<td>$27,000</td>
<td>4 Units</td>
</tr>
<tr>
<td>Homeownership Assistance – Downpayment Assistance</td>
<td>$ 0</td>
<td>$ 0</td>
<td>na</td>
</tr>
<tr>
<td>Homeownership Assistance – DPA/Rehabilitation</td>
<td>$ 0</td>
<td>$ 0</td>
<td>na</td>
</tr>
<tr>
<td>Homeownership Assistance – New Construction – Habitat</td>
<td>$ 0</td>
<td>$ 0</td>
<td>na</td>
</tr>
<tr>
<td>Tenant-Based Rental Assistance – Rental Housing Assistance</td>
<td>$ 0</td>
<td>$ 0</td>
<td>na</td>
</tr>
<tr>
<td>Total CHIP Program Funds allocated for City of Troy:</td>
<td>$106,500</td>
<td>$ 70,500</td>
<td></td>
</tr>
</tbody>
</table>
3. Scope of Agreement (continued)

Program Funds budgeted for the CHIP Program Funds Allocated for General Administration and Fair Housing:

<table>
<thead>
<tr>
<th>Miami County – Applicant/Grantee</th>
<th>CHIP Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration/Fair Housing – General Administration</td>
<td>$ 68,000</td>
</tr>
<tr>
<td>Administration/Fair Housing – Fair Housing Program</td>
<td>$ 2,000</td>
</tr>
<tr>
<td><strong>Sub-Total for Miami County:</strong></td>
<td><strong>$ 70,000</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City of Piqua – Partnering Jurisdiction</th>
<th>CHIP Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration/Fair Housing – General Administration</td>
<td>$ 37,000</td>
</tr>
<tr>
<td>Administration/Fair Housing – Fair Housing Program</td>
<td>$ 0</td>
</tr>
<tr>
<td><strong>Sub-Total for City of Piqua:</strong></td>
<td><strong>$ 37,000</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City of Tipp City – Partnering Jurisdiction</th>
<th>CHIP Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration/Fair Housing – General Administration</td>
<td>$ 0</td>
</tr>
<tr>
<td>Administration/Fair Housing – Fair Housing Program</td>
<td>$ 0</td>
</tr>
<tr>
<td><strong>Sub-Total for City of Tipp City:</strong></td>
<td><strong>$ 0</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City of Troy – Partnering Jurisdiction</th>
<th>CHIP Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration/Fair Housing – General Administration</td>
<td>$ 0</td>
</tr>
<tr>
<td>Administration/Fair Housing – Fair Housing Program</td>
<td>$ 0</td>
</tr>
<tr>
<td><strong>Sub-Total for City of Troy:</strong></td>
<td><strong>$ 0</strong></td>
</tr>
</tbody>
</table>

**CHIP Program Total:** $107,000

Housing Program Income:

This Partnership Agreement covers all Housing Program Income funds available at the time of application submission (available balance through March 31, 2017 per the ODSA), and remains in effect until the CHIP Program activities are completed, all the funds are expended and the grant is closed out.

Applicant/Grantee will be responsible for the retention and redistribution CHIP Program Income generated from the implementation of its activities as well as those of the Partnering Jurisdictions of the City of Tipp City and the City of Troy. Any CHIP Program Income resulting from the Applicant/Grantee’s expenditure of CHIP Program funds will be administered in compliance with the Applicant/Grantee’s Housing Revolving Loan Fund Administration Agreement with the ODSA.

The Partnering Jurisdiction of the City of Piqua will be responsible for the retention and redistribution CHIP Program Income generated from the implementation of its activities. Any CHIP Program Income resulting from the City of Piqua’s expenditure of CHIP Program funds will be administered in compliance with the City of Piqua’s Housing Revolving Loan Fund Administration Agreement with the ODSA.
3. Scope of Agreement (continued)

The Applicant/Grantee and Partnering Jurisdictions mutually understand they are to be compliant with the ODSEA "Program Policy Notice: 13-01 – Finance Mechanisms for Office of Community Development Program-Funded Projects, except for projects funded with Program Income or projects funded through the Ohio Housing Finance Agency”.

**Housing Program Income funds committed by Miami County (Applicant/Grantee) for Project Activities located in Miami County, Tipp City and Troy:**

<table>
<thead>
<tr>
<th>Project/Activity – Miami County (includes Tipp City and Troy)</th>
<th>Program Income</th>
<th>Program Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rehabilitation Assistance – Owner Rehabilitation</td>
<td>$1,000</td>
<td>0 Units*</td>
</tr>
<tr>
<td>Rehabilitation Assistance – Rental Rehabilitation</td>
<td>$108,750</td>
<td>0 Units*</td>
</tr>
<tr>
<td>Repair Assistance – Owner Home Repair</td>
<td>$0</td>
<td>na</td>
</tr>
<tr>
<td>Repair Assistance – Rental Home Repair</td>
<td>$47,250</td>
<td>0 Units*</td>
</tr>
<tr>
<td>Homeownership Assistance – Downpayment Assistance</td>
<td>$0</td>
<td>na</td>
</tr>
<tr>
<td>Homeownership Assistance – DPA/Rehabilitation</td>
<td>$0</td>
<td>na</td>
</tr>
<tr>
<td>Homeownership Assistance – New Construction – Habitat</td>
<td>$0</td>
<td>na</td>
</tr>
<tr>
<td>Acquisition/Rehab/Resale – Habitat</td>
<td>$0</td>
<td>na</td>
</tr>
<tr>
<td>Tenant-Based Rental Assistance – Rental Housing Assistance</td>
<td>$0</td>
<td>na</td>
</tr>
<tr>
<td><strong>Total Program Income Funds committed by Miami County:</strong></td>
<td><strong>$157,000</strong></td>
<td></td>
</tr>
</tbody>
</table>

*CHIP Program-funded outcomes of 1 unit of Owner Rehabilitation, 5 units of Rental Rehabilitation, and 7 units of Rental Home Repair. No additional units financed solely with Program Income.

**Housing Program Income funds committed by the City of Piqua (Partnering Jurisdiction) for Project Activities located in Piqua:**

<table>
<thead>
<tr>
<th>Project/Activity – City of Piqua</th>
<th>Program Income</th>
<th>Program Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rehabilitation Assistance – Owner Rehabilitation</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Rehabilitation Assistance – Rental Rehabilitation</td>
<td>$63,000</td>
<td>0 Units*</td>
</tr>
<tr>
<td>Repair Assistance – Owner Home Repair</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Repair Assistance – Rental Home Repair</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Homeownership Assistance – Downpayment Assistance</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Homeownership Assistance – DPA/Rehabilitation</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Homeownership Assistance – New Construction – Habitat</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Tenant-Based Rental Assistance – Rental Housing Assistance</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td><strong>Total Program Income Funds committed by City of Piqua:</strong></td>
<td><strong>$63,000</strong></td>
<td></td>
</tr>
</tbody>
</table>

*CHIP Program-funded outcome of 3 units of Rental Rehabilitation. No additional units financed solely with Program Income.
3. **Scope of Agreement (continued)**

**Housing Program Income funds committed by the City of Tipp City (Partnering Jurisdiction) for Project Activities located in Tipp City:**

<table>
<thead>
<tr>
<th>Project/Activity</th>
<th>Program Income</th>
<th>Program Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rehabilitation Assistance – Owner Rehabilitation</td>
<td>$ 0</td>
<td>na</td>
</tr>
<tr>
<td>Rehabilitation Assistance – Rental Rehabilitation</td>
<td>$ 0</td>
<td>na</td>
</tr>
<tr>
<td>Repair Assistance – Owner Home Repair</td>
<td>$ 0</td>
<td>na</td>
</tr>
<tr>
<td>Repair Assistance – Rental Home Repair</td>
<td>$ 0</td>
<td>na</td>
</tr>
<tr>
<td>Homeownership Assistance – Downpayment Assistance</td>
<td>$ 0</td>
<td>na</td>
</tr>
<tr>
<td>Homeownership Assistance – DPA/Rehabilitation</td>
<td>$ 0</td>
<td>na</td>
</tr>
<tr>
<td>Homeownership Assistance – New Construction – Habitat</td>
<td>$ 0</td>
<td>na</td>
</tr>
<tr>
<td>Tenant-Based Rental Assistance – Rental Housing Assistance</td>
<td>$ 0</td>
<td>na</td>
</tr>
</tbody>
</table>

**Total Program Income Funds committed by City of Tipp City:** $ 0

**Housing Program Income funds committed by the City of Troy (Partnering Jurisdiction) for Project Activities located in Troy:**

<table>
<thead>
<tr>
<th>Project/Activity</th>
<th>Program Income</th>
<th>Program Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rehabilitation Assistance – Owner Rehabilitation</td>
<td>$ 0</td>
<td>na</td>
</tr>
<tr>
<td>Rehabilitation Assistance – Rental Rehabilitation</td>
<td>$ 0</td>
<td>na</td>
</tr>
<tr>
<td>Repair Assistance – Owner Home Repair</td>
<td>$ 0</td>
<td>na</td>
</tr>
<tr>
<td>Repair Assistance – Rental Home Repair</td>
<td>$ 0</td>
<td>na</td>
</tr>
<tr>
<td>Homeownership Assistance – Downpayment Assistance</td>
<td>$ 0</td>
<td>na</td>
</tr>
<tr>
<td>Homeownership Assistance – DPA/Rehabilitation</td>
<td>$ 0</td>
<td>na</td>
</tr>
<tr>
<td>Homeownership Assistance – New Construction – Habitat</td>
<td>$ 0</td>
<td>na</td>
</tr>
<tr>
<td>Tenant-Based Rental Assistance – Rental Housing Assistance</td>
<td>$ 0</td>
<td>na</td>
</tr>
</tbody>
</table>

**Total Program Income Funds committed by City of Troy:** $ 0

4. **Performance and Monitoring**

The Applicant/Grantee assumes the responsibility for program planning, administration, implementation, fiscal obligation, and closeout for the lifetime of the CHIP Program grant period, which is estimated to have an effective term of September 1, 2017 through December 31, 2019.

The Applicant/Grantee will manage the grant fund administration and implementation. CHIP Program funds allocated by the Applicant/Grantee for the Partnering Jurisdictions are budgeted as shown in Section 3 of this Partnership Agreement based on the Partnership’s planning process. The CHIP Program funds budgeted for the Partnering Jurisdictions are not awarded to the Partnering Jurisdictions, but are intended to be utilized for projects that take place in the Partnering Jurisdictions.
The Applicant/Grantee will monitor the performance of Partnering Jurisdiction in terms of goals and performance standards as stated above. Partnering Jurisdiction shall provide Applicant/Grantee all necessary reporting information as required by ODSA in the administration and review of the CHIP Program funded activities. Substandard performance as determined by the Applicant/Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Partnering Jurisdiction within a reasonable period of time after being notified by Applicant/Grantee, suspension of funding procedures against the Partnering Jurisdiction will be initiated by Applicant/Grantee.

5. Termination of Agreement

Neither the Applicant/Grantee nor the Partnering Jurisdictions may terminate or withdraw from this Partnership Agreement while it remains in effect.

However, it is understood that continued administrative participation by the City of Piqua in the Partnership Agreement and the selection of specific projects is subject to Piqua City Commission approval. Failure to approve any project by the Piqua City Commission shall not be held against the City of Piqua in determining the dollars being allocated to the City of Piqua.

6. Prohibition on Subrecipient Agreements

The Applicant/Grantee and the Partnering Jurisdictions agree that Subrecipient Agreements are prohibited by the ODSA under the CHIP Program, and the Applicant/Grantee and Partnering Jurisdictions mutually understand they are to be compliant with ODSA "Program Policy Notice: OCD 13-04 – Agreements for Grant Administration of Office of Community Development Programs”.

7. CHIP Program Policy and Procedures Manual (PPM)

On behalf of the CHIP Program Partnership, the Applicant/Grantee has adopted one PPM.

In addition, the following three activity-specific elements will be required in the CHIP Program Application by the ODSA:

a. Client selection criteria, including the population(s) to be served.

b. Method(s) of determining income eligibility.

c. Details about the finance mechanism(s) that will be implemented.

The above three elements are currently addressed in the Applicant/Grantee’s PPM. It is understood the by the Applicant/Grantee and the Partnering Jurisdictions that the information submitted in the CHIP Program Application will supersede the PPM adopted by the Applicant/Grantee. Other than the above three elements, any necessary updates to the PPM will be attached to the CHIP Program Application.
8. **Partnering Jurisdiction Responsibilities**

**Program Planning:**

a. Applicant/Grantee will be responsible for conducting the Partnership’s Housing Advisory Committee (HAC) meetings.

b. Applicant/Grantee will be responsible for preparing the Partnership’s ODSA required Housing Needs Assessment.

c. Applicant/Grantee will determine how CHIP Program funds will be allocated and distributed in consultation with the Partnering Jurisdictions in conjunction with the above mentioned Housing Needs Assessment and HAC meetings.

d. Applicant/Grantee will be responsible for preparing and submitting the CHIP Program Grant Application on or before the May 5, 2017 deadline.

e. Partnering Jurisdictions will be responsible for participating in the Housing Advisory Committee (HAC) Meetings.

f. Partnering Jurisdictions will be responsible for participating in the planning process for the ODSA required Housing Needs Assessment.

g. Partnering Jurisdictions will be responsible for recommending how CHIP Program funds will be allocated and distributed by the Applicant/Grantee in conjunction with the above mentioned Housing Needs Assessment and HAC meetings.

**General Administration and Oversight Process:**

a. Applicant/Grantee will be responsible for executing Grant Agreements with the ODSA for the CHIP Program Grant, if awarded funding by the ODSA.

b. The City of Piqua Partnering Jurisdiction will be responsible for undertaking specific projects of the CHIP Program Grant that are located within the City of Piqua.

c. Applicant/Grantee will remain responsible for employing administrators and any consultant staff.

d. The Applicant/Grantee’s CHIP Program Policy and Procedures Manual (PPM) has been adopted for CHIP Program Partnership.

**Activity Implementation:**

a. Applicant/Grantee will undertake the CHIP Program project activities based on need, performance, timeliness, outcome achievement, and availability of funds for Miami County, the City of Tipp City Partnering Jurisdiction, and the City of Troy Partnering Jurisdiction.
b. The City of Piqua Partnering Jurisdiction will undertake its specific projects of the CHIP Program Grant that are located within the City of Piqua based on need, performance, timeliness, outcome achievement, and availability of funds.

c. Applicant/Grantee and the City of Piqua Partnering Jurisdiction will undertake its specific projects of the CHIP Program Grant financed with HOME funds in accordance with the commitment deadline established by the ODSA. All City of Piqua Partnering Jurisdiction projects financed with HOME funds must be committed by February 28, 2019. The City of Piqua Partnering Jurisdiction must notify the Applicant/Grantee by December 31, 2018 of any balance of HOME funds the City of Piqua Partnering Jurisdiction predicts it will be unable to commit by February 28, 2019. The Applicant/Grantee reserves the right to reallocate the City of Piqua Partnering Jurisdiction’s projected uncommitted HOME funds to activities of the Applicant/Grantee or to another Partnering Jurisdiction.

d. Applicant/Grantee will be responsible for filing mortgages on its properties, if applicable.

e. Partnering Jurisdictions will be responsible for filing mortgages on its properties, if applicable.

**Fiscal Obligation:**

a. Applicant/Grantee shall use the CHIP Program grant funds solely for the stated purposes set forth in this Partnership Agreement and in the Grant Agreement between the Applicant/Grantee and the ODSA.

b. The City of Piqua Partnering Jurisdiction shall use the CHIP Program grant funds solely for the stated purposes set forth in this Partnership Agreement and in the Grant Agreement between the Applicant/Grantee and the ODSA.

c. All expenditures of the Applicant/Grantee and the City of Piqua Partnering Jurisdiction shall be supported by contracts, invoices, vouchers and other data as appropriate.

d. Applicant/Grantee and the City of Piqua Partnering Jurisdiction shall require delivery before payment is made for purchased goods, equipment or services, unless the Applicant/Grantee obtains satisfactory security from the vendor.

e. CHIP Program grant funds shall be deposited and maintained in a separate fund account upon the books and records of the Applicant/Grantee.

f. The City of Piqua Partnering Jurisdiction shall directly pay contractor invoices then submit reimbursement requests to the Applicant/Grantee containing complete source documentation verifying that invoices were paid.
Records Availability for Monitoring Purposes:

a. Applicant/Grantee shall submit to the ODSA all reports as required by the ODSA.

b. Partnering Jurisdictions shall submit to the Applicant/Grantee all reports as required by the ODSA.

c. All records of the Applicant/Grantee and the Partnering Jurisdictions pertinent to the activities undertaken as part of this Partnership Agreement shall be maintained in accordance with 24 CFR 570.490 or 570.506, the Grant Agreements with the ODSA, the Ohio Small Cities CDBG Program Handbook and the PY 2017 CHIP Program application, which are not attached hereto but is incorporated herein by reference.

Closeout of CHIP Program Grant:

a. Applicant/Grantee shall establish and maintain for at least five (5) years from the final close out of this Partnership Agreement such records as are required by the ODSA, including but not limited to, financial reports, intake and participant information, program and audit reports.

9. Notices

Notices required by this Partnership Agreement shall be made in writing and delivered via postage prepaid mail, commercial courier, or personal delivery or sent by facsimile or other electronic means (provided that receipt is confirmed). Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Partnership Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Partnership Agreement shall be directed to the following representatives shown on this and the next page:

**Miami County (Applicant/Grantee)**

Richard Osgood, Director  
Miami County Department of Development  
510 West Water Street, Suite 120, Troy, Ohio 45373  
937-440-8121  
rosgood@miamicountyohio.gov

**City of Piqua (Partnering Jurisdiction)**

Gary A. Huff, City Manager  
City of Piqua  
201 West Water Street, Piqua, Ohio 45356
City of Tipp City (Partnering Jurisdiction)

Timothy Eggleston, City Manager
City of Tipp City
260 South Garber Drive, Tipp City, Ohio 45371

City of Troy (Partnering Jurisdiction)

Patrick Titterington, Director of Public Service and Safety
City of Troy
100 South Market Street, Troy, Ohio 4537

10. Miscellaneous

Governance Law

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

Forum and Venue

All actions regarding this Partnership Agreement shall be brought exclusively in a court of competent subject matter jurisdiction in Miami County, Ohio, and the parties agree that venue in such courts is appropriate.

Entire Agreement

This Partnership Agreement and its attachments, exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

Severability

Whenever possible, each provision of this Partnership Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Partnership Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Partnership Agreement.
Amendments or Modifications

Either party may at any time during the term of this Partnership Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Plan Submission. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the PY 2017 CHIP Program funded activities. Should the parties consent to modification of the Partnership Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

Assignment

Neither this Partnership Agreement, nor any rights, duties or obligations described herein, shall be assigned, subcontracted or subgranted by the Partnering Jurisdiction without the prior express written consent of the Applicant/Grantee.

IN WITNESS WHEREOF; on _______________ the Miami County Board of Commissioners, the City of Piqua, the City of Tipp City, and the City of Troy have each executed this Partnership Agreement.

MIAMI COUNTY, OHIO
BOARD OF COUNTY COMMISSIONERS

BY: __________________________________________
    John F. Evans, President

BY: __________________________________________
    John W. O’Brien, Vice President

BY: __________________________________________
    Gregory A. Simmons, Member
THE CITY OF PIQUA, OHIO
A MUNICIPAL CORPORATION

BY: ____________________________________________

Gary A. Huff, City Manager

THE CITY OF TIPP CITY, OHIO
A MUNICIPAL CORPORATION

BY: ____________________________________________

Timothy Eggleston, City Manager

THE CITY OF TROY, OHIO
A MUNICIPAL CORPORATION

BY: ____________________________________________

Patrick Titterington, Director of Public Service and Safety

APPROVED AS TO FORM:

______________________________
Miami County

APPROVED AS TO FORM:

______________________________
City of Piqua

APPROVED AS TO FORM:

______________________________
City of Tipp City

APPROVED AS TO FORM:

______________________________
City of Troy

APPROVED AS TO FORM:
RESOLUTION NO. R-73-17

A RESOLUTION REQUESTING AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH O.R. COLAN ASSOCIATES, LLC FOR THE RIGHT-OF-WAY ACQUISITION SERVICES FOR THE GARBRY ROAD/LOONEY ROAD INTERSECTION IMPROVEMENTS PROJECT

WHEREAS, on January 3, 2017, this Commission passed Resolution No. R-3-17 authorizing the City Purchasing Analyst to advertise for bids, according to law, for Right-of-Way Acquisition Services for the Garbry Road/Looney Road Intersection Improvements Project; and

WHEREAS, after solicitation of Request for Qualifications, O.R. Colan Associates, LLC has been determined to be the most qualified provider of these services; 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 to O.R. Colan Associates, LLC for the necessary Right-of-Way acquisition services for the Garbry Road/Looney Road Intersection Improvements Project;

SEC. 2: The Finance Director certifies that funds are available and is hereby authorized to draw her warrants from time to time on the appropriate account of the city treasury in payment according to contract terms, not exceeding a total of $31,000;

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

KATHRYN B. HINDS, MAYOR

PASSED: __________________________

ATTEST: __________________________
REBECCA J. COOL
CLERK OF COMMISSION

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

Mayor Kathryn B. Hinds
Commissioner John Martin
Commissioner William Vogt
Commissioner Joseph Wilson
Commissioner Judy Terry
# Commission Agenda Staff Report

**MEETING DATE**
April 18, 2017

**REPORT TITLE**
A Resolution requesting authorization to enter into an Agreement with O.R. Colan Associates, LLC for the Right-of-Way Acquisition Services for the Garbry Road/Looney Road Intersection Improvements Project.

**SUBMITTED BY**
Name & Title: Amy Havenar, P.E., City Engineer
Department: Engineering

**AGENDA CLASSIFICATION**
- [ ] Consent
- [ ] Ordinance
- [x] Resolution
- [ ] Regular

**APPROVALS/REVIEWS**
- [x] City Manager
- [ ] Asst. City Manager/Finance
- [ ] Asst. City Manager/Development
- [ ] Law Director
- [ ] Department Director
- [ ] Other:

**BACKGROUND**
In December of 2015, the City entered into an agreement with EMIH&T to begin the design of the Garbry Road/Looney Road Intersection Improvements Project. We are at the point in the design of the project that we need to proceed with the right-of-way acquisition. The Right-of-way acquisition will consist of the following components:

- Title Researches
- Appraisals
- Negotiations
- Closings

As with all projects utilizing federal money, the selected consultants must be on ODOT’s prequalified consultants list. From the qualifications submitted and keeping in compliance with ODOT’s requirements, O.R. Colan Associates, LLC was selected as the most qualified consultant to perform the above-listed services.

**BUDGETING AND FINANCIAL IMPACT**
(4 includes project costs and funding sources)

<table>
<thead>
<tr>
<th></th>
<th>Budgeted</th>
<th>Expenditure</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$120,000</td>
<td>$31,000 (includes 10% contingency)</td>
</tr>
</tbody>
</table>

Source of Funds: Fund 103 – Street Income Tax

**Narrative**
The City has secured a CMAQ grant from the Federal Highway Administration in the amount of $1,062,013 for the construction of the project. The estimated construction cost at this time is approximately $1,420,000.

As with most federally funded projects, the right-of-way costs associated with the project are funded with 100% local funds.
<table>
<thead>
<tr>
<th>OPTIONS (Include Deny /Approval Option)</th>
<th>The money is budgeted in the 103 Fund to complete the Right-of-Way Acquisition.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Approve the resolution to enter into an agreement with O.R. Colan Associates for the right-of-way acquisition services.</td>
<td></td>
</tr>
<tr>
<td>2. Do not approve the resolution and do not complete the Garbry Road/Looney Road Intersection Improvements Project and return the funding.</td>
<td></td>
</tr>
<tr>
<td>PROJECT TIMELINE</td>
<td>The right-of-way acquisition would begin immediately with project construction scheduled for the summer of 2018.</td>
</tr>
<tr>
<td>STAFF RECOMMENDATION</td>
<td>Approve the resolution to allow for the right-of-way acquisition to begin on the Garbry Road/Looney Road Intersection Improvements Project</td>
</tr>
<tr>
<td>REASON FOR SELECTING CONSULTANT/COMPANY</td>
<td>Consultants submitted qualifications in January for various 2017 Projects. O.R. Colan Associates, LLC was selected based upon their ODOT Prequalification’s along with their successful completion with the right-of-way acquisition for the CR 25A Phase III Project and the North Main Street Streetscape Project.</td>
</tr>
<tr>
<td>ATTACHMENTS</td>
<td>Cost Proposal (Exhibit A)</td>
</tr>
</tbody>
</table>
### Exhibit A

**RW ACQUISITION SERVICES COST PROPOSAL**

**Company Name:** O. R. Colan Associates, LLC  
**District:** 7  
**PID NO.:** 97898  
**Date:** 4/6/2017  
**Project CRS:** MIA-Looney/Garby

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Type of Unit</th>
<th>No. of Units</th>
<th>Fee Per Unit</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Project Management - line items found in sections below</td>
<td>parcel</td>
<td></td>
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<td>4. Title Researches</td>
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<th>No. of Units</th>
<th>Fee Per Unit</th>
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<td>$1,700.00</td>
<td>$10,200.00</td>
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<tr>
<td>negotiations, billings, document prep,</td>
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<tr>
<td>plan revision coordination, etc.)</td>
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<td>6. Closings</td>
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<td>b. Formal (includes forms RE 30, 31, 44,</td>
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<td>45 &amp; 57 and etc.)</td>
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<td>f. Project Management</td>
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<td>Titles and Closings - receipts necessary)</td>
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RESOLUTION NO. R-74-17

A RESOLUTION AWARDING A CONTRACT
TO GRISsom CONSTRUCTION, LLC FOR
THE SIDEWALK ADA COMPLIANCE
PROGRAM

WHEREAS, on January 3, 2017, this Commission passed Resolution No. R-3-17 authorizing the City Purchasing Analyst to advertise for bids, according to law, for the Sidewalk ADA Compliance Program; and

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

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

SEC. 1: A contract is hereby approved with Grissom Construction, LLC as the lowest, responsible bidder for the Sidewalk ADA Compliance Program and the City Manager is hereby authorized to execute a contract with said bidder pursuant to contract specifications.

SEC. 2: The Finance Director certifies that funds are available and is hereby authorized to draw her warrants from time to time on the appropriate account of the city treasury in payment according to contract terms, not exceeding a total of $200,000.

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

KATHRYN B. HINDS, MAYOR

PASSED: __________________________

ATTEST: __________________________
REBECCA J. COOL
CLERk OF COMMISSION

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

Mayor Kathryn B. Hinds ___________ Commissioner John Martin ___________
Commissioner William Vogt ___________ Commissioner Joseph Wilson __________
Commissioner Judy Terry ___________
### Commission Agenda
#### Staff Report

<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>April 18, 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A Resolution awarding a contract to Grissom Construction, LLC for the Sidewalk ADA Compliance Program.</td>
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</table>
| SUBMITTED BY | Name & Title: Amy L. Havenar, P.E., City Engineer  
Department: Engineering |
| AGENDA CLASSIFICATION | □ Consent  
□ Ordinance  
☑ Resolution  
□ Regular |
| APPROVALS/REVIEWS | ☑ City Manager  
□ Asst. City Manager/Finance  
□ Asst. City Manager/Development  
□ Law Director  
□ Department Director  
□ Other: |
| BACKGROUND | On April 4, 2017, 2 bids were received for the Sidewalk ADA Compliance Program (see attached Exhibit A). In general, the work will consist of the installation of 74 ADA compliant handicap ramps at intersections along the streets to be resurfaced as a part of the 2017 Street Resurfacing Program. The work will also include the replacement of 12 catch basins within the paving limits. |
| BUDGETING AND FINANCIAL IMPACT |  
Budgeted$: $250,000  
Expenditure$: $200,000 (includes 10% contingency)  
Source of Funds: Street (103) Fund  
Narrative: This resolution includes a contingency for items of work which may be required which are not included in the original plans and specifications. |
| OPTIONS | 1. Approve the resolution and complete our 2017 Sidewalk ADA Compliance Program.  
2. Do not approve the resolution and do not complete the handicap ramp installation and ultimately, do not complete the 2017 Street Resurfacing Program. |
<p>| PROJECT TIMELINE | The work will begin as soon as possible and has a completion date of August 31, 2017 |
| STAFF RECOMMENDATION | Approve the resolution to allow for the completion of the Sidewalk ADA Compliance Program |</p>
<table>
<thead>
<tr>
<th>REASON FOR SELECTING CONSULTANT/COMPANY</th>
<th>Lowest bidder following the public bidding process.</th>
</tr>
</thead>
<tbody>
<tr>
<td>ATTACHMENTS</td>
<td>Bid Tabulation (Exhibit A)</td>
</tr>
</tbody>
</table>
## EXHIBIT A

**CITY OF PIQUA**

Number: 17-02 SIDEWALK ADA COMPLIANCE PROGRAM.

Deadline: 4/4/2017 10:00AM

### Item List A: BASE BID

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<th>Item Code</th>
<th>Description</th>
<th>Quantity</th>
<th>Units</th>
<th>Unit Price</th>
<th>Extension</th>
<th>Quantity</th>
<th>Units</th>
<th>Unit Price</th>
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<tr>
<td>202</td>
<td>CONCRETE WALK REMOVED</td>
<td>9440.00 SF</td>
<td>$2.50</td>
<td>$23,600.00</td>
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<td>9440.00 SF</td>
<td>$2.50</td>
<td>$23,600.00</td>
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<tr>
<td>202</td>
<td>CURB, CURB &amp; GUTTER REMOVED, TYPE 2</td>
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<td>$7.50</td>
<td>$8,850.00</td>
<td></td>
<td>1180.00 LF</td>
<td>$7.50</td>
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<tr>
<td>608</td>
<td>4&quot; NON-REINFORCED CONCRETE AVE MENT, CLASS QC1</td>
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<td>$7.75</td>
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<tr>
<td>608</td>
<td>CAST IRON CURB RAMP W/ TRUNCATED DOMES, AS PER PLAN</td>
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<tr>
<td>611</td>
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<td>$12,000.00</td>
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<tr>
<td>614</td>
<td>TRAFFIC CONTROL</td>
<td>1.00 LUMP</td>
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<td>1.00 LUMP</td>
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Total: $178,380.00

### Grissom Construction, LLC

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<thead>
<tr>
<th>Item Code</th>
<th>Description</th>
<th>Quantity</th>
<th>Units</th>
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<th>Extension</th>
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<td>1.00 LUMP</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
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Total: $220,844.00

### D.L. Smith Concrete, LLC
RESOLUTION NO. R-75-17

A RESOLUTION AUTHORIZING THE PURCHASE OF 430 STAUNTON STREET, PARCEL NO. N44-250260

WHEREAS, Parcel No. N44-250260, 430 Staunton St., Piqua, Miami County, Ohio, is the former site of the Staunton Street School; and

WHEREAS, the Piqua City School District demolished the former Staunton Street School building and now has a vacant site; and

WHEREAS, the Piqua City School Board approved a Resolution indicating that the former site of the Staunton Street School is no longer needed for any purpose by the Piqua City Schools; and

WHEREAS, the Piqua City School Board resolved that the Piqua City School District is permitted to sell the property by Quit Claim Deed for $71,715.00 to the City of Piqua; and

WHEREAS, 430 Staunton Street is a component of a larger potential solar generating site being considered as part of the AMP Solar Phase II project and the acquisition of the property serves the needs of the City of Piqua.

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

SEC. 1. The City Manager is hereby authorized to purchase Parcel No. N44-250260 for an amount not to exceed $71,715.00 from the Piqua City School District as described in the attached Exhibit A.

SEC. 2. The Finance Director is hereby authorized to draw her warrants from the appropriate account of the city treasury in payment according to the Purchase Agreement and certifies that the funds are available.

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

KATHRYN B. HINDS, MAYOR

PASSED: ________________________________

ATTEST: ________________________________

REBECCA J. COOL
CITY COMMISSION CLERK

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

Mayor Kathryn B. Hinds
Commissioner John Martin
Commissioner William Vogt
Commissioner Joseph Wilson
Commissioner Judy Terry
PURCHASE AGREEMENT BETWEEN THE PIQUA BOARD OF EDUCATION AND THE CITY OF PIQUA, OHIO

This Agreement is hereby entered into this ____ day of April, 2017 between the Piqua Board of Education, a public institution as organized under the Ohio Revised Code, ("Seller") and the City of Piqua, Miami County, Ohio, an Ohio municipal corporation ("Purchaser") for the sale of the property described in the attached legal description (Ex. A) and identified as Parcel No. N44-250260, 430 Staunton Street, Piqua, Miami County, Ohio 45356.

WHEREAS, the City Commission adopted Resolution No. R-75-17 on April 18, 2017, (Ex. B) whereby it authorized the City of Piqua to purchase Parcel No. N44-250260, identified as 430 Staunton Street, Piqua, Ohio, from the Piqua Board of Education; and

WHEREAS, the Piqua Board of Education adopted Resolution 3-30-17-2 authorizing the sale of the parcel to the City of Piqua through a public meeting as it is authorized to sell to a government entity; and

WHEREAS, the purchase of the property is to facilitate the development of a potential solar generating field as part of the AMP Phase II Solar Project.

NOW, THEREFORE, the parties hereto have executed this Agreement, which is based on the terms and conditions as set forth below.

I. DESCRIPTION OF PROPERTY

The Piqua Board of Education owns approximately 3.64 acres at 430 Staunton Street, Piqua, Ohio. It is identified as Parcel No. N44-250260. It is the site of the former Staunton Street School.

The said real estate being transferred shall include the land, all appurtenant rights, privileges and easements. The City of Piqua agrees to accept the property "as is".

Said property is further described in attached Exhibit A as recorded in Miami County Recorder's Deed Book 317, Page 87.

II. CONVEYANCE

The City of Piqua shall purchase the property in the amount of Seventy-One Thousand and Seven Hundred Fifteen Dollars and 00/100 Dollars ($71,715.00). The City shall record the deed and complete any necessary paperwork for the transfer.

The City of Piqua shall purchase the Property in an "as is" condition. The Property is vacant land with a known building having been demolished and the site
cleared. Should there be any environmental condition or report that the Seller is aware of regarding the Property, that knowledge and/or report shall be disclosed to the Purchaser. Seller is aware that Purchaser intends to use the Property for a future site of a solar-generating field. Should Seller have any knowledge or evidence that the Property cannot be used for such purpose due to an environmental issue, it shall be disclosed to Buyer prior to purchase.

The Piqua Planning Commission approved a Special Use for a solar-generating field on March 14, 2017 by Resolution No. PC 07-17. The Piqua City Commission approved rezoning this property from R-1 Residential to I-1 Light Industry on April 4, 2017 by Resolution No. R-67-17. Both of these approvals were based upon the intention of Purchaser establishing a solar-generating field.

III. UTILITIES

The Piqua Board of Education shall pay through the date of possession, all incurred utility charges and any water, sewer or other charges that are or may become a lien.

V. CLOSING AND POSSESSION

The closing will be at a time and place mutually agreeable to the parties but no later than August 1, 2017. The Piqua Board of Education shall transfer possession of the premises to the City of Piqua at closing by a Quit Claim Deed with any and all liens being released.

Should any property taxes be owed on the Property, the Buyer shall assume responsibility for any and all prorated Property taxes from date of sale. The Seller shall assume responsibility for any and all prorated Property taxes up to the date of sale. Taxes shall be prorated in accordance with the short proration method.

IV. ENTIRE AGREEMENT

This offer, upon acceptance, constitutes the entire agreement between the parties. Any amendment hereto must be agreed upon by both parties and confirmed in writing.
In witness whereof, the parties have set their hands hereto this ___ day of April, 2017, before a notary public.

______________________________
Jeremie Hittle
Treasurer, Piqua City Schools

Sworn to and subscribed before me a Notary Public in and for Miami County, State of Ohio this ___ day of April, 2017, Jeremie Hittle, Treasurer for Piqua City Schools did come before me and execute this Purchase Agreement for 430 Staunton Street, Piqua, Ohio.

______________________________
Notary Public

______________________________
City of Piqua
Gary A. Huff, City Manager

Sworn to and subscribed before me a Notary Public in and for Miami County, State of Ohio this ___ day of April, 2017, that Gary A. Huff, City Manager for the City of Piqua, did come before me and execute this Purchase Agreement for 430 Staunton Street, Piqua, Ohio.

______________________________
Notary Public
EXHIBIT A

Situated in the City of Piqua in the County of Miami and State of Ohio, and bounded and described as follows:

Being a subdivision of Outlot No. 282 situate in the City of Piqua, Miami County, Ohio, and more completely described as follows:

Beginning at an iron pin on the center line of Staunton Street, said pin being North 17° 50' West, two hundred and thirty-six and twenty-five hundredths feet (236.25) of an iron pin on the intersection of the South Corporation Line of the City of Piqua, and the center line of Staunton Street; thence North 17° 50' West one hundred and twenty and seventy-five hundredths feet (120.75) to an iron pin on the center line of Staunton Street; thence North 13° 45' West two hundred and four and twenty-five hundredths feet (204.25) to an iron pin on the centerline of Staunton Street; thence North 84° 10' East three hundred and twenty-six and five-tenths feet (326.5) to an iron pin; thence South 16° 07' East two hundred and fifty-six and five tenths feet (256.5) to a stone; thence South 72° 10' West; three hundred and twenty-six and five tenths feet (326.5) to the point of beginning and containing two and eighteen hundredths acres (2.18)
RESOLUTION NO. R-76-17

A RESOLUTION AUTHORIZING A PURCHASE ORDER TO
WALT SWEENEY FORD, INC. FOR THE PURCHASE OF A
PICK-UP TRUCK FOR THE UNDERGROUND UTILITIES DEPARTMENT

WHEREAS, the Underground Utilities Department requires the purchase of a
Pick-Up Truck for fulfilling their daily work orders efficiently and effectively throughout
the City of Piqua; and

WHEREAS, this purchase was properly advertised and bid openings held on
4/6/17; the bid tabulation is attached hereto as "Exhibit A"; and

WHEREAS, Walt Sweeney Ford, Inc. is the lowest and best bid for this pick-
up truck; and

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

SEC. 1: A purchase order for the pick-up truck is hereby authorized to
Walt Sweeney Ford, Inc.;

SEC. 2: The Finance Director certifies funds are available is hereby
authorized to draw her warrants on the appropriate account of the City treasury in
payment according to terms, not to exceed $25,551.00.

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

KATHRYN B. HINDS, MAYOR

PASSED: _____________________________

ATTEST: _____________________________

REBECCA J. COOL
CLERK OF COMMISSION

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

Mayor Kathryn B. Hinds _______________________
Commissioner John Martin ___________________
Commissioner William Vogt ___________________
Commissioner Joseph Wilson ___________________
Commissioner Judy Terry ____________________
### Commission Agenda
#### Staff Report

<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>April 18, 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A RESOLUTION AUTHORIZING A PURCHASE ORDER TO WALT SWEENEY FORD, INC. FOR THE PURCHASE OF A PICK-UP TRUCK FOR THE UNDERGROUND UTILITIES DEPARTMENT</td>
</tr>
<tr>
<td>SUBMITTED BY</td>
<td>Name &amp; Title: Shane Johnson, Superintendent Department: Underground Utilities</td>
</tr>
<tr>
<td>AGENDA CLASSIFICATION</td>
<td>☑ Consent ☐ Ordinance ☑ Resolution ☐ Regular</td>
</tr>
<tr>
<td>APPROVALS/REVIEWS</td>
<td>☑ City Manager ☐ Asst. City Manager/Finance ☐ Asst. City Manager/Development ☐ Law Director ☑ Department Director ☐ Other:</td>
</tr>
</tbody>
</table>

#### BACKGROUND
As part of our ten year capital improvement plan, we are seeking approval to purchase a pick-up truck from Walt Sweeney Ford, Inc. This unit was in the 2017 Water Capital Budget. The unit will be used on a daily basis for transportation of employees, materials, gas powered pumps and pulling trailers. This truck will become a vital asset to the Underground Utilities fleet.

#### BUDGETING AND FINANCIAL IMPACT
- Budgeted: $25,000.00
- Expenditure: $25,551.00
- Source of Funds: 403-000-190-1900 ($25,551.00) Another line item will be adjusted slightly to allow for this overage.

#### Narrative:
We have decided not to include any of the options we priced in our bid.

#### OPTIONS
1. Approve Resolution No. R-76-17 and Purchase the truck from Walt Sweeney Ford, Inc.
2. Approve Resolution No. R-76-17 with changes.
3. Do not approve and provide staff with further direction.

#### PROJECT TIMELINE
Truck will be ordered right away and received in approximately Summer of 2017.

#### STAFF RECOMMENDATION
We recommend approval of this Resolution so our Department can be more efficient in our day to day work activities.

#### ATTACHMENTS
See Exhibit A – Bid Tabulation
### IFB # 1713 City Vehicles
Bid Opening April 6, 2017 at 2:00 p.m.

<table>
<thead>
<tr>
<th>Vehicle #2</th>
<th>Year/Make</th>
<th>Price</th>
<th>Vehicle #2</th>
<th>Year/Make</th>
<th>Price</th>
<th>Vehicle #2</th>
<th>Year/Make</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2017 Dodge Ram</td>
<td>$25,247.00</td>
<td>2017 Ford F-250 4x4</td>
<td>$25,551.00</td>
<td></td>
<td>2017 Ford F-250</td>
<td>$25,599.00</td>
<td></td>
</tr>
<tr>
<td>Reg. Cab w/ 6' Bed</td>
<td>EPA Est. Mileage</td>
<td>14</td>
<td>EPA Est. Mileage</td>
<td>16</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Underground Utilities Dept.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Delivery Date:**

- Vehicle #2: 12-14 weeks
- 90-120 days
- 90-112 days

**Terms:**

- net 30

**Options:**

- Delivery Fee to Piqua: Included
- Back up alarm: $85.00
- Step rails/running boards: Included
- 6-door utility body: $4,957.00
- Bed liner (hard): $360.00

**Total Prices with Options:**

- Vehicle #2: $31,099.00
RESOLUTION NO. R-77-17

A RESOLUTION AUTHORIZING A PURCHASE ORDER
TO SHERRY CHRYSLER, DODGE, JEEP, & RAM ON
THE PURCHASE OF A TRUCK FOR THE WASTEWATER
DEPARTMENT

WHEREAS, the Wastewater Department request the purchase of a truck with utility bed; and
WHEREAS, this purchase is being made using bid processing with said document attached hereto; and
WHEREAS, Sherry Chrysler, Dodge, Jeep, and Ram, Inc. is the provider for this equipment thru said contract; and
NOW, THEREFORE, BE IT RESOLVED by the Commission of the City of Piqua, Miami County, Ohio, the majority of all members elected thereto concurring, that:

SEC. 1: A purchase order for the Wastewater Department truck is hereby authorized to Sherry Chrysler, Dodge, Jeep, and Ram, Inc.;

SEC. 2: The Finance Director certifies funds are available and is hereby authorized to draw her warrants on the appropriate account of the City treasury in payment according to terms, not to exceed $40,000.00, and said funds are available;

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

KATHRYN B. HINDS, MAYOR

PASSED: ______________________

ATTEST: ______________________
REBECCA J. COOL
CLERK OF COMMISSION

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

Mayor Kathryn B. Hinds  __________
Commissioner John Martin  __________
Commissioner William Vogt  __________
Commissioner Joseph Wilson  __________
Commissioner Judy Terry  __________
<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>April 18, 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A RESOLUTION AUTHORIZING A PURCHASE ORDER TO SHERRY CHRYSLER, DODGE, JEEP, &amp; RAM ON THE PURCHASE OF A TRUCK FOR THE WASTEWATER DEPARTMENT</td>
</tr>
<tr>
<td>SUBMITTED BY</td>
<td>Name &amp; Title: Chris Melvin- Wastewater Treatment Superintendent</td>
</tr>
<tr>
<td></td>
<td>Department: Utilities</td>
</tr>
<tr>
<td>AGENDA CLASSIFICATION</td>
<td><img src="https://via.placeholder.com/150" alt="Diagram" /></td>
</tr>
<tr>
<td>APPROVALS/REVIEWS</td>
<td><img src="https://via.placeholder.com/150" alt="Diagram" /></td>
</tr>
<tr>
<td>BACKGROUN</td>
<td>Item is awarded through bid process. This truck is with a work utility bed and is a replacement vehicle for our “S-1” 2001 Chevy with approx. 89,000 miles.</td>
</tr>
<tr>
<td>BUDGETING AND FINANCIAL IMPACT</td>
<td>Budgeted $: $40,000</td>
</tr>
<tr>
<td></td>
<td>Expenditure $: $33,878</td>
</tr>
<tr>
<td>Source of Funds:</td>
<td>Wastewater 2017 capital item</td>
</tr>
<tr>
<td>OPTIONS</td>
<td><img src="https://via.placeholder.com/150" alt="Diagram" /></td>
</tr>
<tr>
<td>PROJECT TIMELINE</td>
<td>With commission approval and time allotted by rule - delivery 12-14 weeks upon order date</td>
</tr>
<tr>
<td>STAFF RECOMMENDATION</td>
<td>Recommended to keep fleet rotation</td>
</tr>
<tr>
<td>REASON FOR SELECTING CONSULTANT/COMPANY</td>
<td>n/a</td>
</tr>
<tr>
<td>ATTACHMENTS</td>
<td>Comparison bids and Sherry quote</td>
</tr>
</tbody>
</table>
IFB # 1713 City Vehicles  
Bid Opening April 6, 2017 at 2:00 p.m.

<table>
<thead>
<tr>
<th>Vehicle # 1</th>
<th>Year/Make</th>
<th>Price</th>
<th>Vehicle # 1</th>
<th>Year/Make</th>
<th>Price</th>
<th>Vehicle # 1</th>
<th>Year/Make</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Sherry Piqua, OH</td>
<td></td>
<td>Walt Sweeney Ford</td>
<td>Cincinnati, OH</td>
<td></td>
<td>State Bid</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2017 Dodge Ram</td>
<td>$29,436.00</td>
<td>2017 Ford F-250</td>
<td>$29,788.12</td>
<td></td>
<td>2017 GMC 2500</td>
<td>$29,004.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>EPA Est. Mileage</td>
<td>14</td>
<td>EPA Est. Mileage</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Delivery Date:**
- Vehicle # 1: 12-14 weeks
- 90-120 days
- 60-180 days

**Terms:**
- net 30
- net 30
- upon delivery

**Options:**

<table>
<thead>
<tr>
<th>Vehicle # 1</th>
<th>Delivery Fee to Piqua</th>
<th>Included</th>
<th>Delivery Fee to Cincinnati</th>
<th>Included</th>
<th>Delivery Fee to State</th>
<th>Included</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>7 pin trailer wiring</td>
<td>$86.00</td>
<td>7 pin trailer wiring</td>
<td>$141.00</td>
<td>7 pin trailer wiring</td>
<td>$225.00</td>
</tr>
<tr>
<td></td>
<td>Back up alarm</td>
<td>$140.00</td>
<td>Back up alarm</td>
<td>$225.00</td>
<td>Back up alarm</td>
<td>$225.00</td>
</tr>
<tr>
<td></td>
<td>Step rails/running boards</td>
<td>$320.00</td>
<td>Step rails/running boards</td>
<td>$4,586.00</td>
<td>Step rails/running boards</td>
<td>$3,975.00</td>
</tr>
<tr>
<td></td>
<td>B-door utility body</td>
<td>$4,357.00</td>
<td>B-door utility body</td>
<td>$4,357.00</td>
<td>B-door utility body</td>
<td>$4,357.00</td>
</tr>
<tr>
<td></td>
<td>Mlg. snow plow prep kit</td>
<td>$85.00</td>
<td>Mlg. snow plow prep kit</td>
<td>$85.00</td>
<td>Mlg. snow plow prep kit</td>
<td>$85.00</td>
</tr>
</tbody>
</table>

**Total Prices with Options:**
- Vehicle # 1 | $33,878.00 |
- Vehicle # 1 | $35,415.12 |
- Vehicle # 1 | $34,484.00 |