

REGULAR PIQUA CITY COMMISSION MEETING
TUESDAY, JULY 7, 2020
6:00 PM
COMMISSION CHAMBER-2nd FLOOR
201 WEST WATER STREET
PIQUA, OHIO 45356

CALL TO ORDER

THE PLEDGE OF ALLEGIANCE

ROLL CALL

REGULAR PIQUA CITY COMMISSION MEETING

CONSENT AGENDA

1. **APPROVAL OF MINUTES**
Approval of the minutes from the June 16, 2020 Regular Piqua City Commission Meeting
2. **RES. NO. R-88-20**
A Resolution of Appreciation for the Public Service of Robert D. Bateman as a City Employee

NEW BUSINESS

3. **RES. NO. R-89-20 (Public Hearing)**
A Resolution accepting for statutory purposes a budget for the calendar year 2021
4. **RES. NO. R-90-20**
A Resolution requesting the City of Piqua's share of funds from County Coronavirus Relief Distribution Fund and affirming that those funds shall only be expended in accordance with the requirements of Section 5001 of the Cares Act as described in 42 U.S.C. 601 (d)
5. **RES. NO. R-91-20**
A Resolution declaring racism a Public Health Crisis in the City of Piqua
6. **RES. NO. R-92-20**
A Resolution re-establishing a Committee on Community Diversity and adopting the Committee's Mission and Responsibilities
7. **RES. NO. R-93-20**
A Resolution authorizing the City Manager to enter into a Grant Agreement with the Ohio Department of Natural Resources, Division of Water Resources, (ODNR) for improvements to the Piqua Water Supply Lakes System
8. **RES. NO. R-94-20**
A Resolution authorizing the City Manager to enter into the LPA Federal ODOT-LET Project Agreement with the Ohio Department of Transportation (ODOT) for the Safe Routes to School Project

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

- Pool Consultant Presentation

COMMISSIONERS COMMENT

ADJOURNMENT TO EXECUTIVE SESSION

1. To prepare for and review negotiations on compensation or other terms and conditions of employment for City Personnel

ADJOURNMENT

MINUTES
PIQUA CITY COMMISSION
Tuesday, June 16, 2020
6:00 p.m.

Piqua City Commission met at 6:00 P.M. in the Municipal Government Complex Commission Chambers located at 201 W. Water Street. Mayor Lee called the meeting to order.

Roll Call as follows: Present: Mayor Lee, Commissioner Hinds, Commissioner Grissom, Commissioner Pearson and Commissioner Fogt.

CONSENT AGENDA

APPROVAL OF MINUTES

Approval of the minutes from the June 2, 2020 Regular Piqua City Commission Meeting

Commissioner Hinds moved for the approval of the Consent Agenda; motion was seconded by Commissioner Fogt. Motion to approve the Consent Agenda was carried unanimously, and Mayor Lee declared the **Consent Agenda approved**

NEW BUSINESS

ORD. NO. 7-20 (1st Reading)

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

This is the first reading -Chris Schmiesing, Community and Economic Development Director presented the Staff Report.

Chris Schmiesing asked for waiver of the three reading rule.

Mayor Lee asked for any questions or comments from the Commission.

Commissioner Grissom stated that he was fine with the waiving of the three reading rule.

Commissioner Hinds stated that the property looks really good.

Commissioner Fogt offered thanks to the city staff for cleaning up that area.

Motion to waive the three reading rule was made by Commissioner Grissom, seconded by Commissioner Hinds. Motion carried unanimously and Mayor Lee declared the three reading rule waived.

Motion was made by Commissioner Fogt to adopt ORD. NO. 7-20, motion seconded by Commissioner Pearson. Roll was called and the motion carried by a vote of 5-0. Mayor Lee declared ORD. NO. 7-20 adopted.

RES. NO. R-87-20

A Resolution requesting authorization to accept a sanitary sewer easement on the property located at 8515 Industry Park Drive

Chris Schmiesing, Community and Economic Development Director presented the Staff Report.

Mayor Lee asked for any questions or comments from the Commission. There were none.

Motion was made by Commissioner Pearson to adopt RES. NO. R-87-20, motion seconded by Commissioner Hinds. Motion was carried unanimously. Mayor Lee declared RES. NO. R-87-20 adopted.

PUBLIC COMMENT

Mayor Lee explained the process being followed at this time. We have received no questions/comments

Mayor Lee announced the retirement of City Manager Gary Huff and expressed his appreciation for Mr. Huff's services to the City. Mayor Lee then announced that Cynthia Holtzapple, Assistant City Manager would be presenting the City Manager's report.

CITY MANAGER'S REPORT – ANNOUNCEMENTS

Ms. Holtzapple announced that Amy Welker, the Health Director would be presenting a public health update.

Amy Welker presented a report with regard to racism being proclaimed as a public health crisis and public health concern. Ms. Welker then spoke about health equity, providing statistics with regard to health outcomes due to different races, income levels, and availability of health care. Based on information obtained from research from the Health Institute of Ohio it has been determined that racism is definitely at play with regard to health outcomes. In trying to make a determination of how this is

affecting our community, it is difficult to make predictions with regard to the City of Piqua due to the lack of data, that data sets need to be reviewed and created through the process of the community health assessment.

Ms. Welker then stated that when a community looks at the issue of racism there could be a Diversity Committee reinvigoration. Ms. Welker then noted the uniqueness of Mayor Lee being an African American and previous law enforcement officer for the City of Piqua, that Piqua is well situated to be a leader in moving forward to continue the racism dialogue.

Mayor Lee commented on the Diversity Committee, expressing an interest in Ms. Welker being an advisor. Mayor Lee then made a recommendation to present a resolution to the Commission declaring racism a health crisis.

Commissioner Hinds stated that the YWCA is having a 21 day racism challenge – trying to get a perspective of what it means to be of an alternate race than white. Commissioner Hinds then stated that she is thankful for Mayor Lee and what he “brings to the table”.

Commissioner Fogt stated that we need substantial data, and asked if there are metrics that could be put into place now for community data and if we could possibly work with the Head Start program to establish data.

Amy Welker stated that we need community partners and need to hear from agencies such as the YWCA and Headstart.

Mayor Lee commented that he will be working with the city manager and law director in bringing back the Community Diversity Program. He would like to add more members, change its focus and partner with Amy Welker to reach out to the community to collect data. A resolution will be prepared for the next Commission meeting. Mayor Lee shared some of his experiences as an African American male as far as educating his children on behavior and police treatment of African American males, stating that his son has just experienced an issue with regard to how he was treated by a law enforcement officer in Wapakoneta and that he (Mayor Lee) had moved to Dayton for a time but moved back to Piqua as he thought it was definitely safer.

Commissioner Hinds commented that we need to make sure we include all ethnicities, races and genders with regard to diversity programs.

Mayor Lee stated that UVMC, UVCC and Edison have a great diversity program and that we need to network with those entities. We need to show a strong presence in the community.

Mayor Lee inquired about utility billing as far as the flat rate v. the prorated fee

Cynthia Holtzapple responded that there is currently a study with regard to that issue and hopes to report back to the Commission by the end of the month.

COMMISSIONERS' COMMENTS

COMMISSIONER FOGT

Commissioner Fogt commented on the trash pickup vehicles causing damage to the alleys and inquired if the City knew what percentage of money in the annual budget was used for the repaving of these alleys city wide, that this is a study that needs to be done.

Health Director Amy Welker stated that the City is looking into this issue.

Mayor Lee commented that the trash would be picked up in the front at some point in time.

Ms. Welker stated that the city would always have some alley trash pickup but that alleys that need to be backed into will be looked at to move to the street. The trash in these alleys will need to be picked up by the old trash trucks, not the rear-loader trucks. Mayor Lee inquired as to when the trash pickup process would be fully automated. Ms. Welker stated that the City needs to convert the building and then convert the trucks.

Commissioner Fogt commented that he was looking forward to hearing from the Medical Board at the meeting on medical marijuana to be held June 17th. The public will be able to view the meeting but not participate.

COMMISSIONER PEARSON

Commissioner Pearson commented on the 2020 Dayton Region Walk of Fame Induction, that there was an outstanding list of inductees which includes William Pitsenbarger.

COMMISSIONER GRISSOM

Commissioner Grissom inquired about the possibility of 4th of July activities.

Cynthia Holtzapple, Asst. City Manager/Finance Director stated that there are still restrictions with regard to mass gatherings.

Mayor Lee inquired about the possibility of having some type of event in spite of the mandate. Law Director Patrizio replied that the City would need to follow the laws of the state of Ohio.

Commissioner Grissom stated that he was appreciative of the citizens' surveys responses and that there is currently a survey with regard to the 4th of July.

COMMISSIONER HINDS

Commissioner Hinds thanked Ms. Welker for the presentation stating that the report will be helpful. Commissioner Hinds then stated that City Manager Huff has tendered his resignation but will be here until December, that he has been a fabulous City Manager, being ethical and professional and that she is very thankful to Mr. Huff for his city vision further stating that Mr. Huff has much respect from his fellow co-workers and staff. Commissioner Hinds then stated that she felt Mr. Huff is leaving some shoes that will be tough to fill and that she would like to wish Mr. Huff enjoyment in his retirement and enjoyment of time to spend with family and grandchildren

MAYOR LEE

Mayor Lee asked Brian Brookhart, Assistant Street Superintendent to provide an update with regard to the pool and to address the rumor that the pool was left in disrepair and that it froze over.

Mayor Lee inquired when the designer would give us options for advisement to the committee

Mr. Brookhart stated that the pool needs an assessment and feasibility study to determine whether to revitalize or build a new pool. Mr. Brookhart then presented the following update with regard to the RFQs for the city pool repair/improvements.

There are currently three companies: MSA Sport, Brand Stetter Carroll, Inc. and CHA Design Construction Solutions providing proposals.

The Park Board has reviewed the submittals and conducted interviews last week. The Park Board will complete the evaluation forms on each firm. Based on the Park Board's recommendations, the City will request a contract to perform the study from the recommended firm and then it will be come before the Commissioner for approval to award the contract to begin the study. Mr. Brookhart is very confident in all three companies, but one in particular has "stuck out". The companies were very impressed with the condition of the pool with regard to the age of the pool.

To put to rest the rumor...the pool was winterized properly and did not freeze over and the pool could have been opened "as is" if not for the Covid virus. There is maintenance of the water currently in the pool. A pump is kept running.

One question that was asked all three firms was how they were going to engage the community on getting feedback from the kids and parents using the pool? What activities would they like offered? They all have exceptional plans with regard to questionnaires asking basic questions. All three firms have done this multiple times.

Mayor Lee stated that he would like to address the rumor that the City of Piqua is bankrupt.

Cynthia Holtzapple, Asst. City Manager/Finance Director responded that no, the City of Piqua is not bankrupt, city budgets and daily projections are being watched very closely.

Mayor Lee then expressed his appreciation for all the work that was done in cutting the budget and reviewing the daily financial needs of the City.

Mayor Lee then proceeded to issue the Proclamation with regard to June 19, 1865 being the day when Union Soldiers arrived in Texas and spread the word that President Lincoln had delivered his Emancipation Proclamation declaring "That all persons held as slaves" within the rebellious states "are, and henceforward shall be free." proclaiming June 19, 2020 **JUNETEENTH DAY** for the City of Piqua as being a day of formal celebration for all African Americans to celebrate their freedom, culture and achievements and a day of formal celebration for all Americans to celebrate African American history and rejoice in their freedom.

ADJOURNMENT TO EXECUTIVE SESSION

To consider pending or imminent litigation

To prepare for and review negotiations on compensation or other terms and conditions of employment for City personnel

Commissioner Grissom moved to go into executive session, seconded by Commissioner Fogt. The Commissioners went into Executive Session at 6:55 p.m.

EXECUTIVE SESSION ADJOURNMENT

Motion made by Commissioner Hinds to adjourn from the Executive Session at 7:45 p.m. seconded by Commissioner Pearson, motion carried unanimously.

ADJOURNMENT

Motion made by Commissioner Hinds to adjourn from the Regular City Commission Meeting at 7:47 p.m. motion seconded by Commissioner Pearson, motion carried unanimously.

KRIS LEE, MAYOR

PASSED: _____

ATTEST: _____
KAREN S. JENKINS
CLERK OF COMMISSION

RESOLUTION NO. R-88-20

**A RESOLUTION OF APPRECIATION FOR THE
PUBLIC SERVICE OF ROBERT D. BATEMAN
AS A CITY EMPLOYEE**

WHEREAS, Robert D. Bateman has retired as an Operator II in the Wastewater Department with the City of Piqua; and

WHEREAS, his retirement follows over 31 years of faithful and dedicated service to the City and its citizens;

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

SEC. 1: In recognition and appreciation of the public service of Robert D Bateman as an employee of the City of Piqua, this Commission tenders its unanimous and respectful tribute by this Resolution, which shall be a matter of public and permanent record.

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

KRIS LEE, MAYOR

PASSED: _____

ATTEST: _____
KAREN S. JENKINS
CLERK OF COMMISSION

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

Mayor Kris Lee _____
Commissioner Cindy Pearson _____
Commissioner Thomas Fogt _____
Commissioner Chris Grissom _____
Commissioner Kathryn B. Hinds _____

**PUBLIC HEARING
RESOLUTION NO. R-89-20**

**A RESOLUTION ACCEPTING FOR STATUTORY
PURPOSES A BUDGET FOR THE CALENDAR YEAR 2021**

WHEREAS, Section 5705.18 of the Revised Code requires that this Commission adopt a tax budget for the next succeeding fiscal year; and

WHEREAS, said tax budget, identified as the "2021 County Tax Budget" and incorporated by reference herein, has been presented to this Commission;

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

SEC. 1: The 2021 County Tax Budget for the City of Piqua, Ohio is hereby accepted as current for all statutory purposes;

SEC. 2: Pursuant to Charter Section 49, receipt of the 2021 draft appropriation ordinance is hereby acknowledged;

SEC. 3: The Clerk of this Commission is hereby authorized and directed to certify a true copy of this Resolution and of the 2021 County Tax Budget to the Miami County Budget Commission;

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

KRIS LEE, MAYOR

PASSED: _____

ATTEST: _____
KAREN S. JENKINS
CLERK OF COMMISSION

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

Mayor Kris Lee	_____
Commissioner Kathryn Hinds	_____
Commissioner Chris Grissom	_____
Commissioner Cindy Pearson	_____
Commissioner Thomas Fogt	_____



CITY OF PIQUA, OHIO

201 West Water Street * Piqua, Ohio 45356
www.piquaoh.org

June 29, 2020

Mr. Gary Huff
City Manager

RE: Year 2021 County Tax Budget and Draft Appropriation Ordinance

The 2021 County Tax Budget was prepared based upon information obtained from the individual city departments and city administration.

The total 2021 tax budget is projected to be \$97.6 million; a decrease of \$7.6 million, or 7.2% less than the latest 2020 estimates due to several major projects in the Enterprise funds. The major reasons for the net \$7.6 million decrease are as follows:

<u>DEBT SERVICE FUNDS</u>	<u>AMOUNTS OF CHANGE YEAR 2021 VERSUS 2020</u>
Wastewater Plant Construction Debt Service	(\$4.5) million decrease
<u>Debt Service Funds Total</u>	<u>(\$4.5) million decrease</u>
<u>ENTERPRISE FUNDS</u>	
Water System - Capital	(\$0.6) million decrease
Wastewater -- Capital	(\$2.5) million decrease
<u>Enterprise Funds Total</u>	<u>(\$3.1) million decrease</u>
 GRAND TOTAL	 (\$7.6) million decrease

If you have any questions, please let me know.

Sincerely,

Cynthia A. Holtzapple
Cynthia A. Holtzapple

**CITY OF PIQUA, OHIO
2021 COUNTY TAX BUDGET**

		<u>ACTUAL 2018</u>	<u>ACTUAL 2019</u>	<u>ESTIMATED 2020</u>	<u>PROPOSED 2021</u>
<u>OPERATING FUNDS</u>					
TOTAL GENERAL FUND	Total Sources Available	\$ 35,979,821	\$ 37,883,681	\$ 36,177,431	\$ 32,905,410
	Total Expenses	<u>26,585,621</u>	<u>29,387,640</u>	<u>31,235,104</u>	<u>31,186,572</u>
	Balance as of 12/31	\$ 9,414,000	\$ 8,496,041	\$ 4,942,327	\$ 1,718,838
TOTAL ENTERPRISE FUNDS	Total Sources Available	\$ 83,891,354	\$ 92,314,749	\$ 81,447,496	\$ 77,270,434
	Total Expenses	<u>60,778,104</u>	<u>65,793,144</u>	<u>55,799,233</u>	<u>62,713,306</u>
	Balance as of 12/31	\$ 23,113,250	\$ 26,521,605	\$ 25,648,263	\$ 24,557,128
TOTAL OPERATING FUNDS (GENERAL PLUS ENTERPRISE)	Total Sources Available	\$ 119,871,175	\$ 130,198,430	\$ 117,624,927	\$ 110,175,844
	Total Expenses	<u>87,343,925</u>	<u>95,180,784</u>	<u>87,034,337</u>	<u>83,999,878</u>
	Balance as of 12/31	\$ 32,527,250	\$ 35,017,646	\$ 30,590,590	\$ 26,275,966
+++++					
<u>TOTAL SPECIAL REVENUE FUNDS</u>	Total Sources Available	\$ 12,342,577	\$ 11,825,522	\$ 12,835,909	\$ 11,844,422
	Total Expenses	<u>6,272,653</u>	<u>4,935,623</u>	<u>6,692,615</u>	<u>6,608,653</u>
	Balance as of 12/31	\$ 6,069,924	\$ 6,889,899	\$ 6,143,094	\$ 5,235,769
<u>TOTAL INTERNAL SERVICE FUNDS</u>	Total Sources Available	\$ 3,392,117	\$ 3,621,546	\$ 3,899,541	\$ 3,269,555
	Total Expenses	<u>958,880</u>	<u>876,880</u>	<u>1,634,861</u>	<u>1,735,108</u>
	Balance as of 12/31	\$ 2,433,237	\$ 2,944,666	\$ 2,264,680	\$ 1,534,447
<u>TOTAL FIDUCIARY FUNDS</u>	Total Sources Available	\$ 473	\$ 477	\$ 480	\$ 482
	Total Expenses	-	-	-	-
	Balance as of 12/31	\$ 473	\$ 477	\$ 480	\$ 482
<u>TOTAL CONSTRUCTION FUNDS</u>	Total Sources Available	\$ -	\$ -	\$ -	\$ -
	Total Expenses	-	-	-	-
	Balance as of 12/31	\$ -	\$ -	\$ -	\$ -
<u>TOTAL DEBT SERVICE FUNDS</u>	Total Sources Available	\$ 19,543,577	\$ 25,972,919	\$ 10,233,354	\$ 5,744,932
	Total Expenses	<u>19,158,030</u>	<u>25,580,397</u>	<u>9,837,832</u>	<u>5,346,470</u>
	Balance as of 12/31	\$ 385,547	\$ 392,522	\$ 395,522	\$ 398,462
+++++					
<u>GRAND TOTAL ALL FUNDS</u>	Total Sources Available	\$ 156,149,919	\$ 171,818,894	\$ 144,594,211	\$ 131,035,235
	Total Expenses	<u>113,733,488</u>	<u>126,573,684</u>	<u>105,199,845</u>	<u>97,580,109</u>
	Balance as of 12/31	\$ 41,416,431	\$ 45,245,210	\$ 39,394,366	\$ 33,445,126

**CITY OF PIQUA, OHIO
2021 COUNTY TAX BUDGET**

		<u>ACTUAL 2018</u>	<u>ACTUAL 2019</u>	<u>ESTIMATED 2020</u>	<u>PROPOSED 2021</u>
<u>GENERAL FUND</u>					
GENERAL (001)	Total Sources Available	\$ 13,131,369	\$ 13,333,586	\$ 12,481,477	\$ 10,022,204
	Total Expenses	5,638,142	6,259,006	7,866,171	8,562,503
	Balance as of 12/31	\$ 7,693,227	\$ 7,074,579	\$ 4,615,306	\$ 1,459,701
NEIGHBORHOOD IMPROV. TEAM (104)	Total Sources Available	\$ 95,290	\$ 107,318	\$ 121,688	\$ 121,688
	Total Expenses	23,320	30,447	44,817	45,937
	Balance as of 12/31	\$ 71,970	\$ 76,871	\$ 76,871	\$ 75,751
PARK DEPT. (105)	Total Sources Available	\$ 678,258	\$ 1,090,730	\$ 933,701	\$ 698,080
	Total Expenses	554,719	881,049	909,641	682,382
	Balance as of 12/31	\$ 123,539	\$ 209,681	\$ 24,060	\$ 15,698
SAFETY (106)	Total Sources Available	\$ 10,135,834	\$ 11,345,918	\$ 11,620,727	\$ 10,997,309
	Total Expenses	8,673,280	10,291,241	11,329,468	10,832,705
	Balance as of 12/31	\$ 1,462,554	\$ 1,054,677	\$ 191,259	\$ 164,604
DUI EDUCATIONAL FUND (109)	Total Sources Available	\$ 8,606	\$ 9,251	\$ 9,856	\$ 3,481
	Total Expenses	-	-	7,000	3,481
	Balance as of 12/31	\$ 8,606	\$ 9,251	\$ 2,856	\$ -
MAUSOLEUM FUND (110)	Total Sources Available	\$ 9,049	\$ 15,946	\$ 33,802	\$ 25,802
	Total Expenses	8,258	15,144	33,000	25,802
	Balance as of 12/31	\$ 791	\$ 802	\$ 802	\$ -
PRO-PIQUA (128)	Total Sources Available	\$ 71,312	\$ 78,090	\$ 77,000	\$ 77,000
	Total Expenses	68,756	78,090	77,000	77,000
	Balance as of 12/31	\$ 2,556	\$ -	\$ -	\$ -
POLICE AUXILIARY (120)	Total Sources Available	\$ 16,861	\$ 12,882	\$ 26,532	\$ 25,000
	Total Expenses	15,329	11,350	26,225	25,000
	Balance as of 12/31	\$ 1,532	\$ 1,532	\$ 307	\$ -
INCOME TAX (407)	Total Sources Available	\$ 11,375,494	\$ 11,505,165	\$ 10,600,000	\$ 10,600,000
	Total Expenses	11,375,494	11,505,165	10,600,000	10,600,000
	Balance as of 12/31	\$ -	\$ -	\$ -	\$ -
FORT PIQUA PLAZA (410)	Total Sources Available	\$ 457,748	\$ 384,796	\$ 372,648	\$ 334,866
	Total Expenses	308,523	316,148	341,782	331,782
	Balance as of 12/31	\$ 149,225	\$ 68,648	\$ 30,866	\$ 3,084
TOTAL GENERAL FUND	Total Sources Available	\$ 35,978,821	\$ 37,883,681	\$ 36,177,431	\$ 32,905,410
	Total Expenses	26,585,821	29,387,640	31,235,104	31,188,572
	Balance as of 12/31	\$ 9,414,000	\$ 8,496,041	\$ 4,942,327	\$ 1,718,838
<u>SPECIAL REVENUE FUNDS</u>					
STREET DEPT. (101)	Total Sources Available	\$ 6,626,630	\$ 5,343,713	\$ 5,354,057	\$ 4,724,148
	Total Expenses	4,306,426	3,029,556	3,469,809	3,556,554
	Balance as of 12/31	\$ 2,320,204	\$ 2,314,157	\$ 1,884,248	\$ 1,167,594
STATE HIGHWAY (102)	Total Sources Available	\$ 78,384	\$ 95,132	\$ 116,734	\$ 87,484
	Total Expenses	66,449	75,898	97,500	69,957
	Balance as of 12/31	\$ 11,935	\$ 19,234	\$ 19,234	\$ 17,527
STREET INCOME TAX (1/4%) (103)	Total Sources Available	\$ 4,767,423	\$ 5,343,265	\$ 6,361,351	\$ 8,168,878
	Total Expenses	1,439,366	1,156,914	2,367,673	2,239,703
	Balance as of 12/31	\$ 3,328,057	\$ 4,186,351	\$ 3,993,678	\$ 3,929,975
RENEW PIQUA (114)	Total Sources Available	\$ 469	\$ 469	\$ 469	\$ -
	Total Expenses	-	-	469	-
	Balance as of 12/31	\$ 469	\$ 469	\$ -	\$ -

**CITY OF PIQUA, OHIO
2021 COUNTY TAX BUDGET**

MANDATORY DRUG FINE (111)	Total Sources Available	\$ 4,425	\$ 4,425	\$ 4,425	\$ 1,025
	Total Expenses	-	-	4,400	1,000
	Balance as of 12/31	\$ 4,425	\$ 4,425	25	\$ 25
CHIP 2017 (117)	Total Sources Available	\$ 159,056	\$ 43,620	\$ 253,523	\$ 253,523
	Total Expenses	154,976	40,097	250,000	253,523
	Balance as of 12/31	\$ 4,080	\$ 3,523	\$ 3,523	\$ -
CDBG BLOCK GRANT (118)	Total Sources Available	\$ 5,727	\$ -	\$ 150,000	\$ 150,000
	Total Expenses	5,727	-	150,000	150,000
	Balance as of 12/31	\$ -	\$ -	\$ -	\$ -
CHIP PROGRAM INCOME (119)	Total Sources Available	\$ 112,903	\$ 117,132	\$ 127,494	\$ 87,594
	Total Expenses	20,312	238	50,500	50,000
	Balance as of 12/31	\$ 92,591	\$ 116,894	\$ 76,994	\$ 37,594
DEMOLITION DEFENSE FUND (128)	Total Sources Available	\$ 25,854	\$ 13,629	\$ 60,822	\$ 60,822
	Total Expenses	25,032	12,807	60,000	60,000
	Balance as of 12/31	\$ 822	\$ 822	\$ 822	\$ 822
CDBG BLOCK GRANT (122)	Total Sources Available	\$ 99,086	\$ 378,004	\$ 75,000	\$ 75,000
	Total Expenses	6,089	374,224	75,000	75,000
	Balance as of 12/31	\$ 92,977	\$ 3,780	\$ -	\$ -
BROWNFIELD EPA GRANT (131)	Total Sources Available	\$ 200,000	\$ 200,000	\$ -	\$ -
	Total Expenses	200,000	200,000	-	-
	Balance as of 12/31	\$ -	\$ -	\$ -	\$ -
ECONOMIC DEVELOPMENT REVOLVING LOAN FUND (130)	Total Sources Available	\$ 26,494	\$ 37,069	\$ 42,408	\$ 34,628
	Total Expenses	34	1,881	15,000	15,000
	Balance as of 12/31	\$ 26,460	\$ 35,188	\$ 27,408	\$ 19,628
ECONOMIC DEVELOPMENT DEPARTMENT (135)	Total Sources Available	\$ 6,340	\$ 3,343	\$ 11,756	\$ 8,413
	Total Expenses	2,997	(8,413)	3,343	3,460
	Balance as of 12/31	\$ 3,343	\$ 11,756	\$ 8,413	\$ 4,953
FEMA FUND (139)	Total Sources Available	\$ -	\$ -	\$ 20,000	\$ 20,000
	Total Expenses	-	-	20,000	20,000
	Balance as of 12/31	\$ -	\$ -	\$ -	\$ -
AGRICULTURAL REVOLVING LOAN (142)	Total Sources Available	\$ 109,353	\$ 111,933	\$ 123,824	\$ 71,028
	Total Expenses	67	109	45,500	50,000
	Balance as of 12/31	\$ 109,286	\$ 111,824	\$ 78,324	\$ 21,028
LAW ENFORCEMENT TRUST (809)	Total Sources Available	\$ 31,051	\$ 36,965	\$ 36,965	\$ 5,000
	Total Expenses	-	-	31,051	5,000
	Balance as of 12/31	\$ 31,051	\$ 36,965	\$ 5,914	\$ -
CONSERVANCY (811)	Total Sources Available	\$ 89,403	\$ 96,823	\$ 97,081	\$ 97,081
	Total Expenses	45,179	52,312	52,570	60,456
	Balance as of 12/31	\$ 44,224	\$ 44,511	\$ 44,511	\$ 36,625
TOTAL SPECIAL REVENUE FUNDS	Total Sources Available	\$ 12,342,577	\$ 11,825,522	\$ 12,835,909	\$ 11,844,422
	Total Expenses	8,272,653	4,935,623	5,692,815	6,608,653
	Balance as of 12/31	\$ 6,069,924	\$ 6,889,899	\$ 6,143,094	\$ 5,235,769
<u>FIDUCIARY FUNDS</u>					
PRIVATE-PURPOSE CENTENNIAL TRUST (812)	Total Sources Available	\$ 473	\$ 477	\$ 480	\$ 482
	Total Expenses	-	-	-	-
	Balance as of 12/31	\$ 473	\$ 478	\$ 480	\$ 482
TOTAL FIDUCIARY FUNDS	Total Sources Available	\$ 473	\$ 477	\$ 480	\$ 482
	Total Expenses	-	-	-	-
	Balance as of 12/31	\$ 473	\$ 477	\$ 480	\$ 482

**CITY OF PIQUA, OHIO
2021 COUNTY TAX BUDGET**

INTERNAL SERVICE FUNDS

INFORMATION TECHNOLOGY (408)	Total Sources Available	\$ 854,417	\$ 602,912	\$ 724,186	\$ 715,025
	Total Expenses	552,246	429,426	609,861	625,108
	Balance as of 12/31	\$ 102,171	\$ 173,486	\$ 114,325	\$ 89,917
LIABILITY INSURANCE RESERVE (125)	Total Sources Available	\$ 477,387	\$ 516,627	\$ 556,207	\$ 426,382
	Total Expenses	236,351	230,595	400,000	420,000
	Balance as of 12/31	\$ 241,036	\$ 286,032	\$ 156,207	\$ 6,382
WORKMAN'S COMP. RESERVE (124)	Total Sources Available	\$ 859,467	\$ 1,225,522	\$ 1,185,399	\$ 1,004,399
	Total Expenses	13,176	159,123	300,000	300,000
	Balance as of 12/31	\$ 846,291	\$ 1,066,399	\$ 885,399	\$ 704,399
HEALTH CARE PLAN (614)	Total Sources Available	\$ 1,400,846	\$ 1,476,485	\$ 1,433,749	\$ 1,123,749
	Total Expenses	157,107	57,736	325,000	390,000
	Balance as of 12/31	\$ 1,243,739	\$ 1,418,749	\$ 1,108,749	\$ 733,749
TOTAL INTERNAL SERVICE FUNDS	Total Sources Available	\$ 3,392,117	\$ 3,821,548	\$ 3,899,641	\$ 3,269,555
	Total Expenses	959,880	876,880	1,634,861	1,735,108
	Balance as of 12/31	\$ 2,433,237	\$ 2,944,668	\$ 2,264,880	\$ 1,534,447

DEBT SERVICE FUNDS

SPECIAL ASSESSMENT (202)	Total Sources Available	\$ 385,741	\$ 392,811	\$ 397,622	\$ 400,622
	Total Expenses	194	289	2,000	2,060
	Balance as of 12/31	\$ 385,547	\$ 392,522	\$ 395,622	\$ 398,462
WASTEWATER PUMP STATIONS DEBT SERVICE (210)	Total Sources Available	\$ -	\$ -	\$ 33,418	\$ 33,418
	Total Expenses	-	-	33,418	33,418
	Balance as of 12/31	\$ -	\$ -	\$ -	\$ -
SHAWNEE STORMWATER DEBT SERVICE 2017 (261)	Total Sources Available	\$ -	\$ -	\$ 3,278	\$ 3,278
	Total Expenses	-	-	3,278	3,278
	Balance as of 12/31	\$ -	\$ -	\$ -	\$ -
WATER OFFSITE PIPELINES DEBT SERVICE 2005 (250)	Total Sources Available	\$ 184,126	\$ 183,842	\$ 184,126	\$ 184,126
	Total Expenses	184,126	183,842	184,126	184,126
	Balance as of 12/31	\$ -	\$ -	\$ -	\$ -
OWDA 08 EQUALIZATION BASIN DEBT SERVICE (254)	Total Sources Available	\$ 331,991	\$ 245,701	\$ 290,868	\$ 291,601
	Total Expenses	331,991	245,701	290,868	291,601
	Balance as of 12/31	\$ -	\$ -	\$ -	\$ -
WATER PLANT OWDA DEBT SERVICE (256)	Total Sources Available	\$ 3,455,797	\$ 5,758,598	\$ 2,305,940	\$ 2,303,439
	Total Expenses	3,455,797	5,758,598	2,305,940	2,303,439
	Balance as of 12/31	\$ -	\$ -	\$ -	\$ -
WASTEWATER PLANT ENGINEERING DEBT SERVICE (257)	Total Sources Available	\$ 15,097,051	\$ 19,125,615	\$ 6,834,490	\$ 2,350,980
	Total Expenses	15,097,051	19,125,615	6,834,490	2,350,980
	Balance as of 12/31	\$ -	\$ -	\$ -	\$ -
WATER TOWER DEBT SERVICE (268)	Total Sources Available	\$ 88,871	\$ 266,352	\$ 183,712	\$ 177,568
	Total Expenses	88,871	266,352	183,712	177,568
	Balance as of 12/31	\$ -	\$ -	\$ -	\$ -
TOTAL DEBT SERVICE FUNDS	Total Sources Available	\$ 19,543,577	\$ 25,972,919	\$ 10,233,354	\$ 5,744,932
	Total Expenses	19,158,030	25,590,397	9,837,832	5,346,470
	Balance as of 12/31	\$ 385,547	\$ 392,522	\$ 395,622	\$ 398,462

ENTERPRISE FUNDS

ELECTRIC SYSTEM (401)	Total Sources Available	\$ 37,054,934	\$ 35,875,086	\$ 37,704,613	\$ 36,304,902
	Total Expenses	31,537,598	28,529,490	31,758,526	31,752,491
	Balance as of 12/31	\$ 5,517,336	\$ 7,345,596	\$ 5,946,085	\$ 4,552,411
WATER SYSTEM (403)	Total Sources Available	\$ 15,283,942	\$ 13,880,220	\$ 14,971,283	\$ 14,504,021
	Total Expenses	8,414,148	6,365,757	7,924,082	7,322,184
	Balance as of 12/31	\$ 6,869,794	\$ 7,514,463	\$ 7,047,201	\$ 7,181,837

**CITY OF PIQUA, OHIO
2021 COUNTY TAX BUDGET**

WASTEWATER SYS. (404)	Total Sources Available	\$ 24,371,615	\$ 34,742,574	\$ 21,086,308	\$ 17,725,546
	Total Expenses	17,267,069	26,483,486	11,187,962	8,643,151
	Balance as of 12/31	\$ 7,104,546	\$ 8,259,108	\$ 9,898,346	\$ 9,082,395
REFUSE (405)	Total Sources Available	\$ 3,484,633	\$ 3,837,321	\$ 3,920,086	\$ 5,612,351
	Total Expenses	1,729,370	2,002,305	2,090,205	2,090,192
	Balance as of 12/31	\$ 1,735,263	\$ 1,835,016	\$ 1,829,881	\$ 3,522,159
GOLF COURSE (409)	Total Sources Available	\$ 852,388	\$ 710,192	\$ 808,401	\$ 808,401
	Total Expenses	709,690	656,691	755,100	773,978
	Balance as of 12/31	\$ 142,678	\$ 53,301	\$ 53,301	\$ 34,423
STORM WATER UTILITY (411)	Total Sources Available	\$ 2,713,811	\$ 3,132,998	\$ 2,674,840	\$ 2,035,148
	Total Expenses	997,638	1,627,771	1,809,305	1,854,538
	Balance as of 12/31	\$ 1,716,173	\$ 1,505,227	\$ 865,535	\$ 180,610
SWIMMING POOL (415)	Total Sources Available	\$ 144,193	\$ 130,987	\$ 276,134	\$ 276,134
	Total Expenses	122,104	126,904	272,051	274,772
	Balance as of 12/31	\$ 22,089	\$ 4,083	\$ 4,083	\$ 1,362
BUSINESS OFFICE (412-413)	Total Sources Available	\$ -	\$ -	\$ -	\$ -
	Total Expenses	-	-	-	-
	Balance as of 12/31	\$ -	\$ -	\$ -	\$ -
UNCLAIMED TRUST (606)	Total Sources Available	\$ 5,858	\$ 5,371	\$ 5,931	\$ 3,931
	Total Expenses	487	560	2,000	2,000
	Balance as of 12/31	\$ 5,371	\$ 5,331	\$ 3,931	\$ 1,931
TOTAL ENTERPRISE FUNDS	Total Sources Available	\$ 83,891,354	\$ 92,314,749	\$ 81,447,496	\$ 77,270,434
	Total Expenses	60,778,164	65,793,144	55,799,233	52,713,306
	Balance as of 12/31	\$ 23,113,260	\$ 26,521,605	\$ 25,648,263	\$ 24,557,128
GRAND TOTAL ALL FUNDS	Total Sources Available	\$ 155,149,919	\$ 171,818,894	\$ 144,594,211	\$ 131,036,235
	Total Expenses	113,733,488	126,573,684	105,199,845	97,590,109
	Balance as of 12/31	\$ 41,416,431	\$ 45,245,210	\$ 39,394,366	\$ 33,445,126

**A DRAFT ORDINANCE TO MAKE APPROPRIATIONS FOR
THE CITY OF PIQUA FOR THE CALENDAR YEAR 2021**

WHEREAS, Section 49 of the Piqua Charter requires the submission of a draft appropriation ordinance at this time;

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

SEC. 1: There be appropriated from the City funds as follows:

	<u>PROPOSED 2021</u>
GENERAL FUND (001)	\$8,562,503
NEIGHBORHOOD IMPROVEMENT TEAM (104)	45,937
PARKS DEPARTMENT (105)	682,382
SAFETY (106)	10,832,705
DUI EDUCATIONAL FUND (109)	3,461
MAUSOLEUM FUND (110)	25,802
PRO-PIQUA (128)	77,000
POLICE AUXILIARY (120)	25,000
INCOME TAX (407)	10,600,000
FORT PIQUA PLAZA (410)	331,782
STREET DEPARTMENT (101)	3,556,554
STATE HIGHWAY (102)	69,957
STREET 1/4% INCOME TAX (103)	2,238,703
MANDATORY DRUG FINE (111)	1,000
CHIP 2017 (117)	253,523
COMMUNITY DEVELOPMENT (FORMULA FUNDS) (118)	150,000
CHIP PROGRAM INCOME (119)	50,000
DEMOLITION DEFENSE FUND (126)	60,000
CDBG BLOCK GRANT (122)	75,000
REVOLVING LOAN (130)	15,000
ECONOMIC DEVELOPMENT DEPARTMENT (135)	3,460
FEMA FUND (139)	20,000
AGRICULTURE REVOLVING LOAN (142)	50,000
LAW ENFORCEMENT TRUST (609)	5,000
CONSERVANCY (611)	60,456
INFORMATION TECHNOLOGY (408)	625,108
LIABILITY INSURANCE RESERVE (125)	420,000
WORKMAN'S COMP. RESERVE (124)	300,000
HEALTH CARE PLAN (614)	390,000
SPECIAL ASSESSMENT (202)	2,060
WASTEWATER PUMP STATIONS DEBT SERVICE (210)	33,418
SHAWNEE STORMWATER DEBT SERVICE (261)	3,278
WATER OFFSITE PIPELINES DEBT SERVICE (250)	184,126
OWDA '08 EQUALIZATION BASIN DEBT SERVICE (254)	291,601
WATER PLANT OWDA DEBT SERVICE (256)	2,303,439
WASTEWATER PLANT DEBT SERVICE (257)	2,350,980
WATER TOWER DEBT SERVICE (258)	177,568

	<u>PROPOSED 2021</u>
ELECTRIC SYSTEM (401)	31,752,491
WATER SYSTEM (403)	7,322,184
WASTEWATER SYSTEM (404)	8,643,151
REFUSE (405)	2,090,192
GOLF COURSE (409)	773,978
STORM WATER UTILITY (411)	1,854,538
SWIMMING POOL UTILITY (415)	274,772
UNCLAIMED TRUST (606)	2,000

SEC. 2: That sums expended from the appropriations and which are proper charges against any other department, or against any person, firm or corporation which are repaid with the period covered by such appropriations shall be considered re-appropriated for such original purposes; provided, that the net total of expenditures under any item of said appropriation shall not exceed the amount of the item.

SEC. 3: That the Director of Finance is hereby authorized and directed to draw her warrant upon the City Treasury for the amounts appropriated in this order when claims are properly presented and approved, the same to be chargeable to the appropriations for the year 2021 when passed and legally contracted for in conformity by law.

SEC. 4: That all ordinances, or parts of ordinances, inconsistent with this ordinance be and they are hereby repealed.

SEC. 5: That this ordinance shall take effect and be in force from and after passage.

KRIS LEE, MAYOR

PASSED: _____

ATTEST: _____

KAREN S. JENKINS
CLERK OF COMMISSION

RESOLUTION NO. R-90-20

A RESOLUTION REQUESTING THE CITY OF PIQUA'S SHARE OF FUNDS FROM THE COUNTY CORONAVIRUS RELIEF DISTRIBUTION FUND AND AFFIRMING THAT THOSE FUNDS SHALL ONLY BE EXPENDED IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 5001 OF THE CARES ACT AS DESCRIBED IN 42 U.S.C. 601(d)

WHEREAS, the Coronavirus Aid, Relief, and Economic Security Act 116 Public Law 136, (the CARES Act) was signed into law by the President of the United States on March 27, 2020; and

WHEREAS, the Ohio General Assembly established a process for distributing funds provided by the "Coronavirus Aid, Relief, and Economic Security Act" in H.B. 481 of the 133rd General Assembly (H.B.481); and

WHEREAS, H.B. 481 requires subdivisions receiving funds under Section 1 of the act, to pass a resolution affirming that funds from the County Coronavirus Relief Distribution Fund may be expended only to cover costs of the subdivision consistent with the requirements of section 5001 of the CARES Act as described in 42 U.S.C. 601(d), and any applicable regulations before receiving said funds; and

WHEREAS, the City of Piqua is requesting its Share of funds from the County Coronavirus Relief Distribution Fund.

NOW, THEREFORE, BE IT RESOLVED by the Commission of the City of Piqua, Miami County, Ohio, that the majority of all members elected thereto affirms that all funds received from the County Coronavirus Relief Distribution Fund pursuant to H.B. 481 be expended only to cover costs of the City of Piqua consistent with the requirements of section 5001 of the CARES Act as described in 42 U.S.C. 601(d), and any applicable regulations and guidance only to cover expenses that:

SEC. 1: Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);

SEC. 2: Were not accounted for in the City of Piqua's most recently approved budget as of March 27, 2020; and

SEC. 3: Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

FUTHERMORE, in compliance with H.B. 481, be it resolved by the Commission of the City of Piqua, Miami County, Ohio that the Finance Director take all necessary actions to:

SEC. 1: On or before October 15, 2020, pay any unencumbered balance of money in the City of Piqua's local coronavirus relief fund to the Miami County Treasurer;

SEC. 2: On or before December 28, 2020, pay the balance of any money in the City of Piqua's local coronavirus relief fund to the state treasury in the manner prescribed by the Direct of the Ohio Office of Budget and Management; and

SEC. 3: Provide any information related to any payments received under H.B. 481 to the Director of the Ohio Office of Budget and Management as requested.

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

KRIS LEE, MAYOR

PASSED: _____

ATTEST: _____
KAREN S. JENKINS
CLERK OF COMMISSION

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

Mayor Kris Lee	_____
Commissioner Kathryn B. Hinds	_____
Commissioner Cindy Pearson	_____
Commissioner Chris Grissom	_____
Commissioner Thomas Fogt	_____

Commission Agenda Staff Report

MEETING DATE	July 7, 2020		
REPORT TITLE	A RESOLUTION REQUESTING THE CITY OF PIQUA'S SHARE OF FUNDS FROM THE COUNTY CORONAVIRUS RELIEF DISTRIBUTION FUND AND AFFIRMING THAT THOSE FUNDS SHALL ONLY BE EXPENDED IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 5001 OF THE CARES ACT AS DESCRIBED IN 42 U.S.C. 601(d)		
SUBMITTED BY	Name & Title: Cynthia A. Holtzapple, Asst. City Manager & Finance Director		
	Department: Finance		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input checked="" type="checkbox"/> Asst. City Manager/Finance
	<input checked="" type="checkbox"/> Department Director		<input type="checkbox"/> Other:
BACKGROUND	<p>The Coronavirus Aid, Relief and Economic Security Act (the CARES Act) was signed into law by the President of the United States on March 27, 2020. Recently, the Ohio General Assembly passed H.B. 481 of the 133rd General Assembly which established a process for distributing the funds that were provided by the CARES Act to the State of Ohio. In order to receive a share of those funds, the City of Piqua must pass this legislation confirming compliance with the federal government guidelines for how the aid can be spent. The amount is approximately \$500,000.</p>		
BUDGETING AND FINANCIAL IMPACT	Budgeted \$:	\$0	
	Expenditure \$:	\$0	
	Source of Funds:	CARES Act	
	Narrative:		
OPTIONS	1.	Approve Resolution R-90-20 as presented	
	3.	Deny Resolution R-90-20 and direct staff on how to proceed	
PROJECT TIMELINE	Following the passage of this resolution a certified copy will be filed with Miami County Auditor and the State of Ohio Director of Budget and Management.		
STAFF RECOMMENDATION	We recommend passage of this Resolution so the City is able to receive a portion of the CARES Act funds.		
REASON FOR SELECTING COMPANY	N/A		
ATTACHMENTS	N/A		

RESOLUTION NO. R-91-20

**A RESOLUTION DECLARING RACISM AS A PUBLIC HEALTH CRISIS
IN THE CITY OF PIQUA**

WHEREAS, the City of Piqua Commission is committed to equity and social justice for all citizens, including racial equity, inclusion and diversity in all aspects of City Government; and

WHEREAS, the City of Piqua Commissioners identified racism as a root cause of poverty, negative social determinants of health and overall poor health outcomes; and

WHEREAS, race is a social construct with no biological basis; and

WHEREAS, The Aspen Institute defines structural racism as a system in which public policies, institutional practices, cultural representations, and other norms work in various, often reinforcing ways to perpetuate racial group inequity. It identifies dimensions of our history and culture that have allowed privileges associated with "whiteness" and disadvantages associated with "color" to endure and adapt over time. Structural racism is not something that a few people or institutions choose to practice. Instead it has been a feature of the social, economic and political systems in which we all exist; and

WHEREAS, racism causes persistent discrimination and disparate outcomes in many areas of life, including housing, economic opportunity, infant mortality, employment, food access and criminal justice; and an emerging body of research demonstrates that racism itself is a social determinant of health; and

WHEREAS, while programs to address racial inequity have long been a priority of the City of Piqua Commission; more can and must be done in a transparent, accountable manner focused on community engagement; and

WHEREAS, as a result of social determinants of health, minorities and those with a disability are more likely to experience poor health outcomes – health inequities stemming from less economic stability, education, physical environment, food and access to health care systems; and

NOW, THEREFORE, BE IT RESOLVED by the Commission of the City of Piqua, Ohio; Miami County, that the following commitments are hereby adopted:

SEC. 1: Assert that racism is a public health crisis affecting our entire county.

SEC. 2: Continue and renew our focus on social justice and equity by the re-establishment of the Community Diversity Committee and task them with assisting the Health Department in obtaining data showing the outcomes of socio-economic, healthcare of minorities in Piqua.

SEC. 3: Promote equity and health equity through all policies approved by the City Commission.

SEC. 4: Further work to solidify alliances and partnerships with other organizations that are confronting racism and encourage other local, state, regional and national entities to recognize racism as a public health crisis.

SEC. 5: Support community efforts to amplify issues of racism and engage actively and authentically with racial and ethnic minority groups wherever they live in the City.

SEC. 6: To always promote and support policies that prioritize the health and well-being of all people, especially racial and ethnic minorities, by mitigating exposure to adverse childhood experiences

BE IT FURTHER RESOLVED, that the City of Piqua Commissioners supports all efforts in the State of Ohio, and nationwide to address racism and public health disparities due to racial inequities; and

BE IT FURTHER RESOLVED, that the City of Piqua Commissioners call upon the Governor, the Speaker of the Ohio House, and the Ohio Senate President to join with us to declare racism as a public health crisis and to enact equity in all policies of the State of Ohio.

BE IT FURTHER RSEOLVED, THAT THE Clerk of Commission certify this Resolution and make an imaged copy resolution available on the City of Piqua, Ohio website at <http://www.piquaoh.org>

SEC. 7: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

KRIS LEE, MAYOR

PASSED: _____

ATTEST: _____
KAREN S. JENKINS
CLERK OF COMMISSION

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

Mayor Kris Lee _____

Commissioner Chris Grissom _____

Commissioner Thomas Fogt _____

Commissioner Cindy Pearson _____

Commissioner Kathryn Hinds _____

RESOLUTION NO. R-92-20

**A RESOLUTION RE-ESTABLISHING A COMMITTEE ON
COMMUNITY DIVERSITY AND ADOPTING THE COMMITTEE'S
MISSION AND RESPONSIBILITIES**

WHEREAS, the Piqua City Commission in Resolution No. R-24-07 established an Ad Hoc Committee on Community Diversity to review City policies, procedures and guidelines to determine their conformance to the principle of community diversity and recommend updates, revisions or new policies, procedures, guidelines and/or programs; and

WHEREAS, the Ad Hoc Committee on Community Diversity made a final report and recommendation to the City Commission in the form of Resolution No. R-110-07 in October, 2007; and,

WHEREAS, the final report and recommendation of the Ad Hoc Committee recommended establishing a standing committee of the City Commission to monitor and advise the City Manager and City Commission on matters of community diversity; and

WHEREAS, the City Commission adopted the final report and recommendation of the Ad Hoc Committee in Resolution No. R-110-07; and

NOW THEREFORE, be it ordered by the City of Piqua Commission, Miami County, Ohio the majority of all members elected thereto concurring that:

SEC. 1: That a permanent standing Committee on Community Diversity shall be re-established to review existing policies and practices of the City and advise the City Manager and City Commission on matters relating to community diversity. The Committee mission and charge is attached hereto as Exhibit "A."

SEC. 2: That membership of the committee shall be as follows: One City Commission representative; the City Manager or his designee; and seven (7) community members at large, representing the diversity of the Piqua community, serving staggered 3 year terms. The initial terms of members at large shall be as follows:

- 2 members at large serving a one-year term expiring August 1, 2022
- 2 members at large serving a two-year term expiring August 1, 2023
- 3 members at large serving a three-year term expiring August 1, 2024.

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

KRIS LEE, MAYOR

PASSED: _____

ATTEST: _____
KAREN S. JENKINS
CLERK OF COMMISSION

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

Mayor Kris Lee	_____
Commissioner Kathryn B. Hinds	_____
Commissioner Cindy Pearson	_____
Commissioner Chris Grissom	_____
Commissioner Thomas Fogt	_____

Exhibit A

**COMMITTEE
ON
COMMUNITY DIVERSITY
CHARGE**

I. **MISSION STATEMENT:** *(What is the reason this Committee exists?)*

The Committee on Community Diversity will assist in the review, formation and/or development of recommended policy, and program development strategies to enhance community diversity in the City of Piqua.

II. **PROCESS:** *(What are the steps to be followed and what are the questions to be answered by this Committee?)*

The Committee will follow the process outlined below:

- A. Review Committee Charge and recommend changes to the City Commission as needed.
- B. Solicit City Commission and public input concerning issues to be addressed.
- C. Identify and prioritize issues to be addressed by the Committee in the form of an Action Plan.
- D. Review existing City policies and procedures with regard to their effect on diversity.
- E. Identify, review and analyze alternatives for addressing issues as identified.
- F. Recommend to the City Commission changes and/or new plans, policies, procedures and/or programs relating to community diversity.

III. **EVIDENCE OF SUCCESS:** *(What results are expected in what time frames for this Committee to be successful?)*

- A. Arrive at a consensus regarding the mission and charge statement.
- B. Review plans, policies, procedures and or programs related to diversity and enhance team members' knowledge regarding current and best community practices.
- C. Guide implementation of City Commission Resolution 110 - 07 adopting recommendations of the Ad Hoc Committee on Community Diversity.
- D. Develop an Action Plan, including timeline for completing Committee objectives.
- E. Attain the objectives listed in the Action Plan.
- F. Present findings and recommendations to the City Commission
- G. Complete an Annual Report to the City Commission by October 31st of each year.

IV. **COMMITTEE RULES:**

- A. Committee members will operate on the basis of mutual respect.
- B. Members will engage in open and honest communication.
- C. Members will remain focused and listen to others.
- D. Members will manage their meeting time wisely and will recognize that assignments must be completed within designated time frames.
- E. The Committee Chair shall be empowered with the responsibility to conduct the meetings in an expeditious manner.
- F. All Committee members will be cognizant of and not disclose confidential matters.

V. **RESOURCES:** *(Who are the Committee members, Committee Chair, who will support the Committee if needed; how much time should be spent both in meetings and outside of meetings; and what additional resources are available to the Committee?)*

- A. The Committee will consist of a representative of the City Commission, the City Manager or his designee, and seven (7) members, serving staggered terms, as appointed by the City Commission.
- B. The Committee Chair will be elected from among the appointed members of the committee.
- C. Meetings will occur as necessary upon the request of the Committee Chair.
- D. The City Manager's Office will provide administrative support as necessary.

VI. **CONSTRAINTS:** *(What authority does the Committee have; what is the overall time frame for the evolution of the empowerment process; what things cannot be changed; what items are outside of the scope of the Committee; and what budget does the Committee have?)*

- A. The Committee will operate within existing, rules, policies and procedures for Boards and Commissions of the City Piqua.
- B. Time is of the essence as portrayed in the action plan.
- C. Committee decisions should be made by consensus. Consensus is defined as each member can honestly live with the results of the decision. If necessary, the Committee will vote to reach decisions.

VII. **EXPECTATIONS:** *(What are the outputs from the Committee; when are they expected to be complete; and to whom should they be given?)*

- A. Minutes will be made of all Committee meetings, disseminated to all Committee members and the City Commission.
- B. The Committee's Action Plan, including timeline for completing Committee objectives will be submitted to the City Commission by October 31, 2020 and updated annually thereafter by January 31st.
- C. The Annual Report to the City Commission by October 31st of each year.

Approved _____
(date)

RESOLUTION NO. R-93-20

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A GRANT AGREEMENT WITH THE OHIO DEPARTMENT OF NATURAL RESOURCES, DIVISION OF WATER RESOURCES, (ODNR) FOR IMPROVEMENTS TO THE PIQUA WATER SUPPLY LAKES SYSTEM

WHEREAS, ODNR received a federal grant under the terms and conditions of a FY2019 High Hazard Potential Dams (HHPD) Rehabilitation Grant, awarded through the United States Department of Homeland Security, Federal Emergency Management Agency (FEMA); and

WHEREAS, the City of Piqua has been identified as a subrecipient of these funds due to the three Class I dams within our surface water system that we are responsible for maintaining and keeping in compliance with the Ohio Department of Natural Resources (ODNR); and

WHEREAS, the City of Piqua desires to enter into an Agreement with ODNR as defined substantially in the form of "Exhibit A" attached hereto;

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

SEC. 1: Gary Huff, City Manager is hereby authorized to execute for and on behalf of the City of Piqua, Miami County, Ohio, a public entity established under the laws of the State of Ohio the Subrecipient Grant Agreement in the form attached hereto as "Exhibit A" and all documents, instruments and agreements contemplated thereby.

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 \$129,924.

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

KRIS LEE, MAYOR

PASSED: _____

ATTEST: _____
KAREN S. JENKINS
CLERK OF COMMISSION

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

Mayor Kris Lee _____
Commissioner Kathryn B. Hinds _____
Commissioner Cindy Pearson _____
Commissioner Chris Grissom _____
Commissioner Thomas Fogt _____

Commission Agenda Staff Report

MEETING DATE	July 7, 2020		
REPORT TITLE	A resolution authorizing the City Manager to enter into a grant agreement with the Ohio Department of Natural Resources, Division of Water Resources, (ODNR) for improvements to the Piqua Water Supply Lakes System.		
SUBMITTED BY	Amy L. Havenar, City Engineer		
	Engineering Department		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input type="checkbox"/> Department Director		<input type="checkbox"/> Other:
BACKGROUND	<p>In December of last year, the City submitted a request for FEMA funding under the FY2019 Rehabilitation of High Hazard Potential Dams (HHPD). This request was submitted as a sub-applicant to ODNR. In April of 2020, we received notification from ODNR that FEMA approved our project for funding for up to 65% of the project costs.</p> <p>The project that this funding will go towards consists of completing a study of the dams which will include project organization, data collection, hydraulic and hydrologic modeling, benefit-cost-analysis development, alternative development and project recommendations with the potential to move into a portion of the design phase.</p> <p>The City of Piqua has three Class 1 Dams within our Surface Water System that we are responsible for maintaining.</p>		
BUDGETING AND FINANCIAL IMPACT	Budgeted \$:	\$396,300	
	Expenditure \$:	\$129,924 (Local Share)	
	Source of Funds:	Water Department Funds	
	Narrative:	Federal funding in the amount of \$241,287 has been awarded. The local cost share for this grant application is \$129,924.	
OPTIONS	1.	Approve the resolution enter into an agreement with ODNR.	
	2.	Deny the resolution and return the grant money.	
PROJECT TIMELINE	The grant funding will be available once all of the paperwork has been executed.		
STAFF RECOMMENDATION	Approve the resolution to allow for the City to enter into an agreement with ODNR.		

REASON FOR SELECTING CONSULTANT/COMPANY	N/A
ATTACHMENTS	Exhibit A – Subrecipient Grant Agreement

EXHIBIT A

SUBRECIPIENT GRANT AGREEMENT

This Agreement is between the **OHIO DEPARTMENT OF NATURAL RESOURCES, DIVISION OF WATER RESOURCES, ("ODNR")** with offices located at 2045 Morse Rd., Columbus, OH, 43229, and the **CITY OF PIQUA** (DUNS # 077430114), which is located at 201 W. Water Street, Piqua, OH 45356 ("**Subrecipient**").

Expenditures for this Agreement are partially or fully funded by federal funds. ODNR received a federal grant under the terms and conditions of a FY 2019 High Hazard Potential Dams (HHPD) Rehabilitation Grant, awarded through the United States Department of Homeland Security, Federal Emergency Management Agency ("**FEMA**"). This grant is identified by Federal Award Identification Number (FAIN) EMW-2019-GR-00024, which became effective on October 30, 2019, with a total award amount of \$1,250,000.00, and an approved indirect rate of 0%. This grant is made under Catalog of Federal Domestic Assistance ("**CFDA**") Number 97.041 National Dam Safety Program. This Agreement is a subaward of that grant.

Subrecipient is an applicant who submitted a grant proposal (the "**Grant Proposal**") to ODNR for this grant program. Under R.C. § 1501.01 and 1501.02, ODNR may provide federal pass-through grants to eligible applicants for the repair, removal or structural/nonstructural rehabilitation of high hazard potential dams. Subrecipient has met the application requirements and has been approved by ODNR as eligible to receive this federal pass-through grant. Subrecipient will undertake the following with funding from this grant: conducting a site survey of Swift Run Lake Dam and its appurtenant structures; conducting a review of the cultural resources for compliance with Section 106 of the National Historic Preservation Act of 1966; underwater inspections of dam structure; geotechnical field work; laboratory testing; geotechnical analysis; mechanical evaluation of gates and operators; hydraulic and hydrologic analysis; and development of an alternative feasibility study report (the "**Project**").

The parties therefore agree as follows:

- 1. Award.** ODNR hereby awards to the Subrecipient a High Hazard Potential Dams (HHPD) Rehabilitation Grant subaward not to exceed \$241,287.00 (65% of total Project costs) for the purpose of reimbursing the Subrecipient for performance and completion of the deliverables detailed in Attachment(s) Request for DHS-FEMA Funding Under the FY2019 HHPD Funding – City of Piqua Swift Run Lake Dam. Ten percent (10%) of the total Project costs shall be designated as reimbursement of ODNR's administrative costs, of which ODNR shall pay thirty-five percent (35%). Upon receipt of reliable proof of actual eligible costs paid by Subrecipient in performing this Agreement and the Project, ODNR shall reimburse Subrecipient funds equal to no more than sixty-five percent (65%) of such eligible costs. Subrecipient shall be responsible for contributing thirty-five percent (35%) of such eligible costs. Funds for the Project have been encumbered by Contract Encumbrance Record Number _____ and are so certified by the State of Ohio Director of Budget and Management on _____.
- 2. Performance of Project.** Subrecipient shall perform its duties and responsibilities under this Agreement in compliance with the terms, promises, conditions, plans, specifications, estimates, procedures, maps, and assurances set forth in the Grant Proposal, incorporated herein by reference as though fully set forth herein, as well as the terms set forth in this Agreement. Subrecipient shall: (1) perform and complete the Project as set forth herein; (2) promptly submit to ODNR, such reports and documents as ODNR may request; (3) establish a separate special account for the funds for the acquisition and/or development of the Project; (4) not change any of the terms, promises, conditions, plans, specifications, estimates, procedures, maps, and assurances set forth in the Grant Proposal unless the proposed change is approved

by ODNR. ODNR reserves the right to audit the special account created by Subrecipient, pursuant to this paragraph, either during or after completion of the Project.

3. **Notice.** All notices, consents, and communications required hereunder (each, a "Notice") shall be in writing and shall be deemed to have been properly given when: 1) hand delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (FedEx, UPS, etc.) with receipt; or 4) sent by fax or email. Notices shall be deemed given upon receipt thereof and shall be sent to the addresses below. Notices sent by fax or email shall be effectively given only upon acknowledgement of receipt by the receiving party. Any party may change its address for receipt of Notices upon notice to the other party. If delivery cannot be made at any address designated for Notices, a Notice shall be deemed given on the date on which delivery at such address is attempted.

Subrecipient Contact:	ODNR Contact:	Federal Agency Contact:
Amy Havenar, P.E. City Engineer City of Piqua 201 W. Water Street Piqua, Ohio 45356 937-778-2044 ahavenar@piquaoh.org	Melissa Menerey EAP Specialist ODNR, Division of Water Resources 2045 Morse Road Bldg. B Columbus, Ohio 43229 614-265-6781 melissa.menerey@dnr.state.oh.us	Kathleen Wissmann Smith Chief, Planning & Safety Branch Federal Emergency Management Agency 400 C Street SW, Suite 313 Washington, DC 20472-3020 202-646-4372 kathleen.smith2@fema.dhs.gov

4. **Research and Development.** Grant funds shall not be used for research and development. Grant funds shall not be used for construction and renovation.
5. **Indirect Costs.** Grant funds are not authorized for indirect costs.
6. **Period of Performance.** Implementation of the Project shall not commence until this Agreement is effective. This Agreement shall be effective as of the date on which it is signed by an authorized representative of ODNR. ODNR shall not be responsible for any costs incurred by the Subrecipient prior to the date this Agreement becomes effective. This Agreement shall terminate on September 14, 2022 unless modified by the mutual, written consent of both parties before that date or otherwise terminated as provided herein.
7. **Compliance With NOFO.** Subrecipient shall comply with the requirements of the Department of Homeland Security Notice of Funding Opportunity for FY 2019 Rehabilitation of High Hazard Potential Dams.
8. **Procurement of Recovered Materials.** States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

9. **Disposition of Equipment Acquired under the Federal Award.** When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.
10. **DHS Specific Acknowledgements and Assurances.** All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. 1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS. 2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. 3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. 4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
11. **Permissible Costs.** Subrecipient shall comply with 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) to determine the permissibility of all expenditures under this Agreement.
12. **Termination by ODNR.** Any time after signing this Agreement, ODNR may terminate the Agreement, in whole or in part, for any reason whatsoever, upon written notification to the Subrecipient. If ODNR terminates this Agreement, the Subrecipient will be paid for any non-cancelable obligation properly incurred by the Subrecipient prior to termination. Subrecipient shall return any unused grant funds to ODNR within thirty (30) days of termination.
13. **Termination by Subrecipient.** Any time after signing this Agreement, Subrecipient may terminate this Agreement for any reason whatsoever upon written notification to ODNR. If Subrecipient terminates this Agreement, Subrecipient shall not incur any new obligations using grant funds and shall use its reasonable best efforts to cancel as many outstanding obligations of grant funds as possible. Subrecipient shall return all unused grant funds to ODNR within thirty (30) days of termination.
14. **Nondiscrimination in Employment.** Pursuant to R.C. § 125.111 and ODNR policy, Subrecipient agrees that Subrecipient, any subcontractor, and any person acting on behalf of Subrecipient, shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status as defined in R.C. § 4112.01, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the activities. Subrecipient further agrees that Subrecipient, any subcontractor, and any person acting on behalf of Subrecipient or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of the activities on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.

Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, handicap, or any disability. Subrecipient shall cooperate with the state Equal Employment Opportunity Coordinator, with any other

official or agency of the state or federal government which seeks to eliminate unlawful employment discrimination, and with all other state and federal efforts to assure equal employment practices under the Agreement, and Subrecipient shall comply promptly with all requests and directions from the State of Ohio or any of its officials and agencies in this regard.

15. **Workers' Compensation.** Subrecipient shall provide its own workers' compensation coverage throughout the duration of this Agreement and any extensions thereof. ODNR is hereby released from any and all liability for injury received by the Subrecipient, its employees, agents, or subcontractors, while performing tasks, duties, work, or responsibilities as set forth in this Agreement.
16. **Compliance with Laws.** Subrecipient, in the execution of its duties and obligations under this Agreement, agrees to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including, but not limited to:
 - * Environmental Planning and Historic Preservation regulations
 - * National Environmental Policy Act (42 USC 4321-4370(h))
17. **Open Trade.** Pursuant to R.C. § 9.76(B), Subrecipient warrants that it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the contract period.
18. **Liability; Indemnification.** Subrecipient shall be solely responsible for any and all claims, demands, or causes of action arising from Subrecipient's obligations under this Agreement. Each party to this Agreement must seek its own legal representative and bear its own costs, attorney fees, and expenses, in any litigation that may arise from the performance of this Agreement. It is specifically understood and agreed that ODNR does not indemnify Subrecipient. Nothing in this Agreement shall be construed to be a waiver of the sovereign immunity of the State of Ohio or the immunity of any of its employees or agents for any purpose. In no event shall ODNR be liable for indirect, consequential, incidental, special, liquidated, or punitive damages, or lost profits.
19. **Drug-Free Workplace.** Subrecipient agrees to comply with all applicable state and federal laws regarding drug-free workplace.
20. **Inspection.** The federal awarding agency, inspectors general, the Comptroller General of the United States, and ODNR, or any of their authorized representatives, have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the federal award, in order to make audits, examinations, excerpts, and transcripts. This right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.
21. **OMB Guidance.** Subrecipient shall comply with OMB guidance in subparts A through F of 2 CFR Part 200. Subrecipient must also follow the regulations found in 2 CFR 200.330 through 2 CFR 200.332. Electronic copies of the CFR can be obtained at the following internet site: www.ecfr.gov.
22. **Use of MBE and EDGE Vendors.** Revised Code § 125.081 requires state agencies to set aside purchases for Minority Business Enterprises ("MBE") and Executive Order 2008-13S encourages use of Encouraging Diversity, Growth and Equity ("EDGE") businesses. ODNR encourages Subrecipient to purchase goods and services from Ohio-certified MBE and EDGE vendors.

23. **Events of Significant Impact.** Subrecipient shall immediately notify ODNR of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays, or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
24. **Public Records.** Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552) or the Ohio Public Records Act (R.C. §149.43). Requests for research data are subject to 2 CFR 315(e).
25. **Prevailing Wage Law.** Subrecipient shall comply with all applicable prevailing wage laws, rules and regulations, including 42 CFR 5196 (j)(9).
26. **Records Retention.** Financial records, supporting documents, statistical records, and all other non-federal entity records pertinent to a federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the federal awarding agency or pass-through entity in the case of a Subrecipient. Records for real property and equipment acquired with federal funds must be retained for 3 years after final disposition in accordance with 2 CFR 200.333.
27. **Debarment and Suspension.** Subrecipient shall immediately inform ODNR if it or any of its principals is presently excluded, debarred, or suspended from entering into covered transactions with the federal government or entities according to the terms of 2 CFR Part 180. If Subrecipient or any of its principals receive a transmittal letter or other official federal notice of debarment or suspension, it shall promptly notify ODNR. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. Subrecipient certifies that it is not debarred from consideration for contract awards by the State of Ohio under R.C. §§ 153.02, 125.25, or 5513.06. If this certification is false, this Agreement is void *ab initio* and Subrecipient shall immediately repay ODNR all funds transferred by this Agreement.
28. **Findings for Recovery.** Subrecipient represents and warrants that it is not subject to a finding for recovery under R.C. § 9.24, or that it has taken appropriate remedial steps required under R.C. § 9.24 or otherwise qualifies under that section. Subrecipient agrees that if this representation or warranty is deemed to be false, the agreement shall be void *ab initio* as between the parties to this agreement, and any funds paid by ODNR hereunder immediately shall be repaid to ODNR, or an action for recovery immediately may be commenced by ODNR for recovery.
29. **Ohio Ethics Law.** The Subrecipient certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. The Subrecipient understands that failure to comply with Ohio's ethics and conflict of interest laws is grounds for termination of this Agreement and may result in the loss of other contacts or grants with the State of Ohio.
30. **Expenditure of Public Funds for Offshore Services.** The Subrecipient affirms to have read and understands Executive Order 2019-12D issued by Ohio Governor Mike DeWine. Subrecipient has signed and completed the Standard Affirmation and Disclosure Form and shall abide by those requirements in the performance

of this Agreement and perform no services required under this Agreement outside of the United States. The Executive Order can be accessed at the following website: <https://governor.ohio.gov/wps/portal/gov/governor/media/executive-orders/2019-12d>.

31. **Campaign Contributions.** The Subrecipient affirms that, as applicable to it, no party listed in R.C. § 3517.13(I) or R.C. § 3517.13(J) or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or the Governor's campaign committees.
32. **Non-Appropriation.** Performance by ODNR under this Agreement may be dependent upon the appropriation of funds by the Ohio General Assembly. Therefore, in accordance with R.C. § 126.07, it is agreed that ODNR's payments are contingent on the availability of such lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for the payments due hereunder, this Agreement is hereby terminated as of the date that the funding expires without further obligation of ODNR.
33. **Governing Law.** This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and with the laws of the U.S. federal funding source. Subrecipient consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.
34. **Waiver.** A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
35. **Assignment.** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Subrecipient.
36. **Confidentiality Agreements.** Subrecipient shall not require its employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law-enforcement representative. Any prohibitions or restrictions of any internal confidentiality agreements inconsistent with the previous sentence are no longer in effect.
37. **Eligible Workers.** Subrecipient shall ensure all employees complete the I-9 form to certify they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Subrecipient shall comply with regulations regarding certification and retention of the complete forms. These requirements also apply to any contract or supplement instruments awarded under this Agreement.
38. **Lobbying.** Subrecipient certifies that no federal appropriated funds have been paid by or on behalf of Subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, member of Congress, or officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Subrecipient shall request, complete, and submit Standard Form-111, "Disclosure Form to Report Lobbying," in accordance with its instructions.

39. **Federal Clean Air Act and Water Pollution Control Act.** Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
40. **Qualifications.** Subrecipient represents that it has all approvals, licenses, or other qualifications needed to conduct its business in Ohio and that all are current.
41. **Conflicts.** In the event of any conflict between the terms and provisions of the body of this Agreement and any attachments hereto, the terms of this Agreement shall control.
42. **Severability.** The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provisions shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.
43. **Headings.** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
44. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Either party hereto may deliver a copy of its counterparty's signature page to this Agreement electronically pursuant to R.C. § 1306. Each party hereto shall be entitled to rely upon an electronic signature of any other party delivered in such a manner as if such signature were an original.
45. **Entire Agreement.** This Agreement, including any attachments, contains the entire agreement between the parties hereto and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.

Each party is signing this Agreement on the date stated below that party's signature.

SUBRECIPIENT
CITY OF PIQUA

OHIO DEPARTMENT OF NATURAL RESOURCES
DIVISION OF WATER RESOURCES

By: _____

By: /s/ Melinda K. Bankey

Printed Name: _____

Printed Name: Melinda K. Bankey

Title: _____

Title: Assistant Director

Date: _____

Date: 6/25/2020

**STATE OF OHIO
DEPARTMENT OF NATURAL RESOURCES**

**STANDARD AFFIRMATION AND DISCLOSURE FORM
EXECUTIVE ORDER 2019-12D
Banning the Expenditure of Public Funds on Offshore Services**

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:

By the signature affixed to this response, the CONTRACTOR/SUBCONTRACTOR affirms, understands, and will abide by the requirements of Executive Order 2019-12D. If awarded a contract, the CONTRACTOR/SUBCONTRACTOR becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Agreement outside of the United States.

The CONTRACTOR/SUBCONTRACTOR shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information as part of the response will deem the CONTRACTOR/SUBCONTRACTOR not responsive and the Agreement will not be executed. If the CONTRACTOR/SUBCONTRACTOR will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces. Attach a supplemental sheet, if necessary.

1. Principal location of business of Contractor:

(Address) (City, State, Zip)

Name/Principal location of business of subcontractor(s):

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

2. Location where services will be performed by Contractor:

(Address) (Address, City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

3. Location where State data will be stored, accessed, tested, maintained, or backed-up, by Contractor:

(Address)

(Address, City, State, Zip)

Name/Location(s) where State data will be stored, accessed, tested, maintained, or backed-up by subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

4. Location where services to be performed will be changed or shifted by Contractor:

(Address)

(Address, City, State, Zip)

Name/Location(s) where services will be changed or shifted to be performed by subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

RESOLUTION NO. R-94-20

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO THE LPA FEDERAL ODOT-LET PROJECT AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE SAFE ROUTES TO SCHOOL PROJECT

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

WHEREAS, the Safe Routes to School Project is a transportation activity eligible to receive Federal funding; and

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

WHEREAS, the City of Piqua and ODOT desire to enter into an ODOT Let Project Agreement regarding the MIA-Piqua SRTS-Infras-FY23, PID 113614 Project; substantially in the form of Exhibit A attached hereto;

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

SEC. 1: The City Manager is hereby authorized to execute the MIA-Piqua SRTS-Infras-FY23 LPA Federal ODOT-Let Project Agreement substantially in the form attached hereto as Exhibit A and all documents, instruments and agreements contemplated thereby and to execute such amendments to the MIA-Piqua SRTS-Infras-FY23 LPA Federal ODOT-Let Project Agreement from time to time as contemplated by such Agreement.

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

KRIS LEE, MAYOR

PASSED: _____

ATTEST: _____
KAREN S. JENKINS
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by _____

seconded by _____ and on roll call the following vote ensued:

Mayor Kris Lee _____
Commissioner Kathryn B. Hinds _____
Commissioner Cindy Pearson _____
Commissioner Chris Grissom _____
Commissioner Thomas Fogt _____



Commission Agenda Staff Report

MEETING DATE	July 7, 2020		
REPORT TITLE	A resolution authorizing the City Manager to enter into the LPA Federal ODOT-Let Project Agreement with the Ohio Department of Transportation (ODOT) for the Safe Routes to School Project.		
SUBMITTED BY	Name & Title: Amy L. Havenar, P.E., City Engineer		
	Department: Engineering		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input type="checkbox"/> Department Director		<input type="checkbox"/> Other:
BACKGROUND	<p>In March of this year, the City of Piqua submitted an application for safety funding through the Safe Routes to School Program. In May, we were notified that our application was approved for partial funding up to \$150,000.</p> <p>The project will consist of the necessary improvements to ensure the safety of the children utilizing the Piqua City Schools. This safety project will include: improvements to signage, crosswalks, and pavement markings at the Washington Primary, Central Intermediate, and Piqua Junior High Schools, installation of bike racks at Piqua Junior High School, replacement of existing sidewalk along Ann Street at Piqua Central Intermediate, and the addition of concrete sidewalk adjacent to the pedestrian pushbutton at the northeast corner of Park Ave. and Nicklin Ave.</p> <p>This project is being programmed as an ODOT-Let project which means that ODOT will oversee the plan review, will handle the project bidding and the construction inspection.</p>		
BUDGETING AND FINANCIAL IMPACT	Budgeted \$:	\$40,000 (103-105-850-8831 Land and Right-of-Way)	
	Expenditure \$:	\$10,000	
	Source of Funds:	103-105-850-8831	
	Narrative:	The estimated cost of design, right-of-way and construction is \$160,000. The City of Piqua will be responsible for approximately \$10,000 for the design/right-of-way costs of the project with the remainder (\$150,000) of the project design and construction being funded at 100% from the grant.	
OPTIONS	1.	Approve the resolution to enter into an agreement with ODOT.	
	2.	Do not approve the Resolution and do not have ODOT complete the project and return the grant funding.	

PROJECT TIMELINE	This project is scheduled for design to begin this year with construction scheduled for the summer of 2023.
STAFF RECOMMENDATION	Approve the resolution to allow for the City to enter into an agreement with ODOT for the Safe Routes to School Project.
REASON FOR SELECTING CONSULTANT/COMPANY	N/A
ATTACHMENTS	LPA Federal ODOT-Let Project Agreement (Exhibit A)

EXHIBIT A

MIA-PIQUA SRTS-INFRA-FY23
COUNTY-ROUTE-SECTION

113614
PID NUMBER

35076
AGREEMENT NUMBER

077430114
DUNS NUMBER

CFDA 20.205

LPA FEDERAL ODOT-LET PROJECT AGREEMENT

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

1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code** (hereinafter referred to as ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The PID 113614 – MIA-Piqua SRTS-Infras-FY23 (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities of ODOT and the LPA for administration of the PROJECT.

2. LEGAL REFERENCES AND COMPLIANCE

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

A. FEDERAL

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

B. STATE

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

C. ODOT

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

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

3. FUNDING AND PAYMENT

3.1 The total cost for the PROJECT is estimated to be \$160,000 as set forth in Attachment 1. ODOT shall provide to the LPA 100 percent of the eligible costs, up to a maximum of \$150,000 in Federal Safe Routes to School funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with development of the PROJECT.

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

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

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

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

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

to the District prior to the end of the 6 months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, then this process must be repeated until the PROJECT is completed. Failure to follow this process may result in the immediate close-out of the PROJECT and loss of further funding.

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

City of Piqua
201 West Water Street
Piqua, OH 45356

4. **PROJECT DEVELOPMENT**

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

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

LPA ODOT Let Project Responsibility Assignments

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

	NEPA	X		ODOT will coordinate NEPA approval. Refer to Section 4.7 for Environmental Responsibilities.
	Permits		X	ODOT will obtain permits needed to construct the PROJECT.
	R/W Plans	X		ODOT to review all plans and documents and provide comments.
	Public/Stakeholder Involvement	X		ODOT to review all PI plans and materials and provide comments.
Final Engineering & R/W	R/W Acquisition & Relocation	X		Refer to Section 6 for detailed requirements.
	Utility Relocation		X	Refer to Section 6.6 for additional details.
	Railroad Coordination and Agreements		X	Refer to Section 6.8 for additional details.
	Stage 3 Plans	X		ODOT to review all plans and documents and provide comments.
	Cost Estimates	X		LPA shall prepare in Estimator format.
	Final Plan Package	X		ODOT to review all plans and documents and provide comments.
	Mitigation		X	ODOT will coordinate any required mitigation efforts.
	Public/Stakeholder Involvement	X		ODOT to review all PI plans and materials and provide comments.
Construction	Advertise		X	LPA and consultants to assist in responding to bidder questions and preparation of any addenda.
	Award		X	ODOT Awards Committee
	Administer Construction Contract		X	ODOT will administer the construction contract. The LPA and LPA's consultants shall respond promptly to requests for information or other construction issues.

	Public/Stakeholder Involvement	X	X	ODOT to coordinate in cooperation with the LPA.
All Phases	Federal Authorizations		X	ODOT will coordinate and obtain all needed FHWA Authorizations and notify the LPA upon approval.
All Phases	Encumbrance of Funds		X	ODOT will encumber funds in accordance with this Agreement.

4.3 The LPA shall designate an LPA employee to act as the LPA Project Manager and act as the point of contact for all communications with ODOT.

4.4 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.

4.5 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

4.6 Environmental Responsibilities

A. In the administration of this PROJECT, the Permittee shall be responsible for conducting any required public involvement activities, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related regulations, including the requirements of the National Historic Preservation Act.

B. If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire a consultant in accordance with Section 5.

C. ODOT shall be responsible for the review of all environmental documents and reports, and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.

D. Whichever party obtains the Project's environmental clearance or permits shall be responsible for assuring compliance with all commitments made as part of such clearance or permit requirements during the construction of the PROJECT.

E. The LPA shall require its consultant to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act.

F. The LPA shall require its consultant to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.

G. The LPA shall provide a letter indicating the proposed Best Management Practices (BMPs) to be utilized for post construction storm water management in accordance with the Ohio EPA National Pollutant Discharge Elimination System (NPDES) Construction General Permit. If no BMPs are proposed, a letter stating concurrence is required from the Ohio EPA.

4.7 Use of ODOT Consultant Agreements

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

5. CONSULTANT SELECTION AND ADMINISTRATION

5.1 General Requirements

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

- F. The LPA must assist ODOT in rating the consultant's performance through ODOT's Consultant Evaluation System.
- G. The LPA must cooperate with ODOT in directing additional or corrective work, and to recover damages due to errors or omissions.
- H. If Federal Funds are used to pay the cost of any contract for professional services, the LPA must comply with 23 CFR 172, Sections 153.65 through 153.71 of the Ohio Revised Code and Section 5.2 below in the selection of consultants, and administer consultant agreements in accordance with ODOT's Manual for Administration of Contracts for Professional Services. Professional services, as defined in Sections 5526.01 and 153.65(C) of the Ohio Revised Code, include the practice of engineering (including inspection of construction), the practice of surveying, the practice of architecture including landscape architecture, evaluation of environmental impacts, right-of-way acquisition services and administration of construction contract claims.

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

A. Policies in Selection of Consultants

1. Restrictions Concerning LPA Preferences

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

2. Communications Restrictions

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

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

a. Communications which are strictly prohibited:

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

b. Allowable communications include:

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

c. When completed selections must be publicly announced.

3. Advertisement

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

4. Disclosure of Selection Information

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

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

5. Supporting Documentation

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

6. Prohibited Selection Factors

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

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

B. Consultant Selection Processes

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

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

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

1. Programmatic Selection Process

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

2. Technical Proposal Selection Process

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

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

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

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

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

3. Emergency Selection Process

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

4. Small Purchase Selection Process

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

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

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

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

5. Special Expertise Selection Process

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

C. Selection Procedures – Programmatic Selection Process

1. Letter of Interest Content

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

- a. Project name from Ellis (County-Route-Section);
- b. A description of the project including the location.
- c. A description of the selection process to be used, including the number of steps (direct selection based on the information provided, or a two-step process with a short list and technical proposal and/or interviews, etc.),

and the selection rating criteria to be used. The standard selection rating form included herein should be used for most projects.

- d. Any restrictions on communicating with government officials during the selection process.
- e. Any restrictions concerning suspended or debarred firms.
- f. Date that the letter of interest is due. The minimum response time shall be two weeks from the initial posting date.
- g. The approximate construction cost if available.
- h. Any special provisions or contract requirements associated with the services.
- i. The following notification:

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

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

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

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

2. Evaluation Process

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

- c. Reduce the number of firms to 3-6 for each project through a process of elimination, based on the selection rating factors included in the Consultant Selection Rating Form. Firms may be eliminated due to fatal flaws, overall weakness of team relative to other firms, weak project approach, etc. Provide written documentation concerning the reasons for eliminating a firm from consideration.

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

- d. For each project, rate each shortlisted firm using the selection rating form.

Supplement the numerical ratings with written comments that explain the differential scoring. The highest rated firm shall be selected.

3. Selection Rating Procedures

- a. ODOT's standard consultant selection rating form is shown below. The LPA may use a modified selection rating form that meets the requirements of 23 CFR 172 and ORC 153.65 – 153.71.
- b. Selection evaluations should be based on collaborative discussions of the selection committee members concerning the overall strengths and weaknesses of the teams, including the relative importance of the various selection rating factors relative to the specific requirements of the project. Numerical weights are a guide as to what is important but the selection should not be a mathematical exercise consisting of the addition of scores determined by individual team members. The selection team members should work to reach consensus in determining a single selection rating including written comments that document the reasons for the numerical scores.
- c. For each selection rating factor, each short listed firm shall be ranked, with the highest ranked firm receiving the maximum number of points, and lower ranked firms receiving commensurately lower scores. If firms are considered to be equally qualified, the firms may receive the same score for that selection rating factor. The rankings and scores should be based on each firm's specific proposal and project approach, including the named project manager, staff and subconsultants. Experience on similar projects, past performance for the LPA and other agencies should be considered. The selection committee may contact other ODOT Districts and outside agencies if necessary. Any subfactors identified in the RFLol should be weighed heavily in the differential scoring.

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

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

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

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

a. Project Manager

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

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

b. Strength/Experience of Assigned Staff including Subconsultants

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

As above, ODOT and other agencies may be contacted.

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

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

d. Consultant's Past Performance

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

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

e. Project Approach

Evaluation of the firm's project approach shall consider:

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

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

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

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

D. Negotiation of Consultant Agreements

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

E. Agreements

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

F. Documentation of Consultant Selections

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

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

6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. Refer to Sections 4.2 and 4.4 concerning Federal authorization.
- 6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that the all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work is not permitted to perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.

- 6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with PROJECT construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the PROJECT real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 6.6 ODOT will coordinate with utilities, complete RE-75 forms, establish encumbrances towards each utility if needed, prepare an invoice to the LPA for the local share, and pay the State share as needed. In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. In the event that a utility is delaying the relocation of its facilities, the LPA shall take any action necessary to order and cause the removal and relocation of such utility. No reimbursable costs shall be incurred prior to the receipt of Federal Authorization for Right of Way from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.
- 6.8 ODOT shall be responsible for any necessary railroad coordination and agreements in accordance with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.
- 6.9 Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.

7. ADVERTISING, SALE AND AWARD

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

8. CONSTRUCTION CONTRACT ADMINISTRATION

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

9. CERTIFICATION AND RECAPTURE OF FUNDS

- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of

this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.

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

10. **NONDISCRIMINATION**

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

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

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

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

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

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

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

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

- (b) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.
- (c) **Solicitations for Professional Services:** In all solicitations for professional services made by the LPA for work to be performed under a contract or subcontract, each potential consultant will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency.
- (d) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- (e) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
- (1) withholding of payments to the LPA under the contract until the LPA complies, and/or
 - (2) cancellation, termination or suspension of the contract, in whole or in part.
- (f) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs 10.4 (a) through (e) Above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

- 11.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultants or contractors performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultants and contractors shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.
- 11.2 The LPA shall not allow its consultants or contractors to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant or contractor has provided for such use by suitable legal agreement with the owner of such copyright, patent or similar protection. A consultant or contractor making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.
- 11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

12. TERMINATION: DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.
- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report

describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.

- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
- 12.5 This Agreement and obligation of the parties herein may be terminated by either party with thirty days written notice to the other party. In the event of termination, the LPA shall cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.
- 12.6 In the event of termination for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

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

14. NOTICE

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

If to the LPA:

If to ODOT:

Amy Havenar, P.E.	Scott C. Boyer, P.E. LPA Coordinator
City of Piqua	Ohio Department of Transportation
201 West Water Street	1001 St. Marys Avenue
Piqua, OH 45356	Sidney, OH 45365

15. GENERAL PROVISIONS

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

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

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

- (A) The LPA **does not** currently maintain an ODOT approved federally compliant time-tracking system¹, **and**
- (B) The LPA **does not** intend to have a federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT, **and/or**
- (C) The LPA **does not** intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.

2. Direct labor plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.²

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

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

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

1 A "federally compliant time-tracking system" is supported by a system of internal controls and record-keeping that accurately reflects the work performed; which provides reasonable assurance that the time being charged is accurate, allowable, and properly allocated; is incorporated in official records such as payroll records; reasonably reflects the employee's total activity; provides a time or percentage breakdown on all activities, both Federally funded and non-Federally funded for the employee and complies with the LPA's pre-established accounting practices and procedures.

2 [Also be sure to read footnote # 1] The De Minimis Indirect Cost Rate is 10 percent of modified total direct costs (MTDC) per 2 CFR §200.414. The definition of MTDC is provided in the regulation at 2 CFR §200.68. Any questions regarding the calculation of MTDC for a specific project should be directed to the Office of Local Programs. Further, regardless of whether the LPA subrecipient negotiates overhead rates with ODOT or uses the 10-percent de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs, and then potentially associated fringe/indirect costs, only if the labor costs are accumulated, tracked, and allocated in accordance with compliant systems. Before an LPA is eligible to invoice ODOT for and recover the 10% de minimis indirect cost rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. A non-Federal entity that elects to charge the de minimis rate must meet the requirements in 2 CFR 200 Appendix VII Section D, Part 1, paragraph b.

3 [Also be sure to read footnotes # 1 and 2] The fringe benefits rate billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the ODOT Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rate for that fiscal year to determine which rate is



4. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the LPA's ODOT approved Indirect Cost Rate.⁴

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

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

15.2 If the LPA decides to change its indirect cost recovery option, the change shall not become effective until this Agreement is amended pursuant to section 15.12 below to reflect the indirect cost recovery option utilized by the LPA on the PROJECT.

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

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

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

The LPA must separately identify each ODOT PID and/or Project and the corresponding expenditures on its SEFA. LPAs are responsible for ensuring funds related to this PROJECT are reported when the activity related to the Federal award occurs.⁵ Further, the LPA may make this

applicable. Accordingly, the fringe benefits rate applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rate.

4 [Also be sure to read footnote # 1] The fringe benefits and indirect cost rates billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rates for that fiscal year to determine which rates are applicable. Accordingly, the rates applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rates.

⁵ Per 2 CFR §200.502

determination consistent with 2 CFR §200.502 and its established accounting method to determine expenditures including accrual, modified accrual or cash basis.

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

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

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

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

- 15.5 *Ohio Ethics Laws:* LPA agrees they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the ORC.
- 15.6 *State Property Drug-Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.7 *Trade:* Pursuant to the federal Export Administration Act and Ohio Revised Code 9.76(B), the LPA and any contractor or sub-contractor shall warrant that they are not boycotting any jurisdiction with whom the United States and the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

The State of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The LPA certifies that it, its Contractors, subcontractors, and any agent of the Contractor or its subcontractors, acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

- 15.8 *Lobbying:* Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of

Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

- 15.9 *Debarment.* LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.
- 15.10 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.11 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.12 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.13 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.14 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
- 15.15 *Facsimile Signatures:* Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile or electronic signature on any other party delivered in such a manner as if such signature were an original.

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

LPA: CITY OF PIQUA	STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION
By:	By:
Title:	Jack Marchbanks Director
Date:	Date:

Attachment 2

MIA-PIQUA SRTS-INFRA-FY23
COUNTY-ROUTE-SECTION

113614
PID NUMBER

35076
AGREEMENT NUMBER

077430114
DUNS NUMBER

DIRECT PAYMENT OF CONSULTANT

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

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

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

VENDOR Name:	Error! Reference source not found.
Oaks Vendor ID:	0000000000
Mailing Address:	Error! Reference source not found.
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LPA signature:	

LPA Name:	Error! Reference source not found.
Oaks Vendor ID:	0000000000
Mailing Address:	Error! Reference source not found.
	Error! Reference source not found.
ODOT Approval signature:	