



**PIQUA CITY COMMISSION MEETING
TUESDAY, FEBRUARY 6, 2024**

6 PM

**COMMISSION CHAMBER – 2nd FLOOR
201 WEST WATER STREET
PIQUA, OHIO 45356**

CALL TO ORDER

THE PLEDGE OF ALLEGIANCE

ROLL CALL

PROCLAMATION

Black History Month

PRESENTATION

Power Project - Rebecca Sousek

PRESENTATION

Planning Commission – Gary Koenig

REGULAR PIQUA CITY COMMISSION MEETING

CONSENT AGENDA

1. APPROVAL OF MINUTES

Approval of the Minutes from the January 16, 2024, Regular City Commission Meeting and the January 29, 2024 Special City Commission Meeting

NEW BUSINESS

2. ORDINANCE NO. O-1-24 (2nd Reading)

An ordinance to amend Title XV: Land Usage, Piqua Development Code

3. RESOLUTION NO. R-24-24

A resolution to continue Sanitary Sewer Smoke Testing (Phase 3) Services with Fishbeck Engineers

4. RESOLUTION NO. R-25-24

A resolution authorizing the commissioners committee on the fire training facility

5. RESOLUTION NO. R-26-24

A resolution authorizing the city manager to sign the program year (py) 2023 ISO Partnership Agreement by and between the Miami County Board of Commissioners, the City of Piqua, and the City of Troy for the Ohio Department of Development (ODOD) Lead Safe Ohio (ISO) Program

PUBLIC COMMENT (This is an opportunity for citizens to address the City Commission on agenda items. Comments are requested to be limited to five (5) minutes.)

CITY MANAGER'S REPORT

COMMISSIONERS COMMENT

ADJOURNMENT

§ 30.15 RULES OF CONDUCT FOR MEETINGS.

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

- (1) The heading of the proposed resolution or ordinance shall be read by the City Clerk;
- (2) The City Manager, or appropriate department head, shall briefly explain the proposed ordinance or resolution;
- (3) The Commissioners shall have an opportunity to ask the department heads and City Manager questions regarding the ordinance or resolution. No public comment will be permitted during the Commissions' inquiries;
- (4) The Mayor shall ask the public for comments or questions about the ordinance or resolution. Comments and questions regarding the ordinance or resolution shall be addressed to the Mayor and/or City Manager in a civil, respectful manner and shall be limited to a five minute period per person. The Mayor shall notify any person commenting on an ordinance or resolution as to when his five-minute period for comments is about to expire. The person commenting can request additional time and it shall be within the Mayor's discretion to permit the person to comment longer than five minutes. No person shall be permitted to comment twice on the same resolution or ordinance at the same meeting;
- (5) Finally, the Commission shall have its final debate and complete its deliberation on the ordinance or resolution. No comments from the public shall be permitted during said debate and/or deliberation.

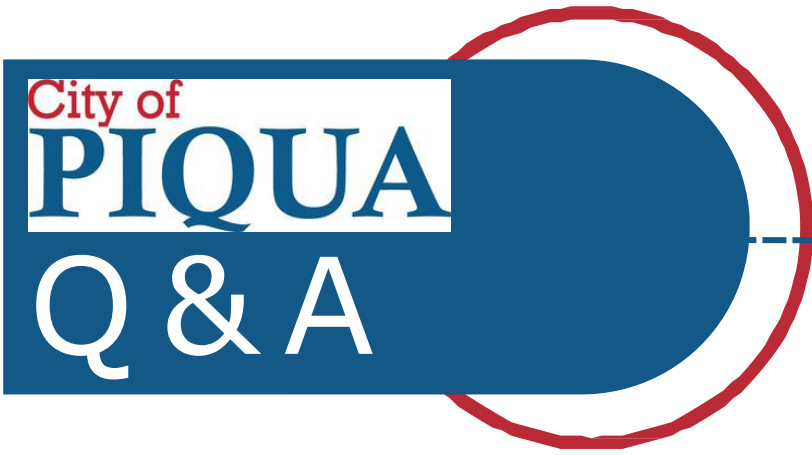
(B) When conducting open forum at the end of the meeting, the following rules be followed:

- (1) Comments and questions by the public shall be addressed to the Commission, Mayor and/or City Manager in a civil, respectful manner and shall be limited to a five minute period per person. The Mayor shall notify any person commenting as to when his five-minute period for comments is about to expire. The person commenting can request additional time and it shall be within the Mayor's discretion to permit the person to comment longer. No person shall be permitted to comment twice in open forum at the same meeting;
- (2) Under no circumstances shall any member of the public address or ask questions, other than the City Manager, to city staff members. If appropriate, the City Manager may direct a city staff member to answer questions or respond to comments from the public.

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

- (1) Persons shall conduct themselves in a civil, respectful manner;
- (2) No one shall express himself or herself in a manner that interrupts the orderly conduct of the meeting, for example, talking (other than when addressed by the Commission or City Manager), yelling, clapping, jeering or cheering;
- (3) Any person violating any of the rules of conduct shall be warned by the Mayor to cease his or her violation of the rule. If said person fails to comply with the Mayor's request to cease his or her conduct, the Mayor shall direct the person to leave the city premises. Failure to leave the premises when directed to do so may result in criminal prosecution;
- (4) If a person fails to cease commenting after his or her comment time has expired without extension, the public microphone shall be cut off, the television camera shall not focus upon the person, and the person will be asked by the Mayor to sit down. If the person fails to sit down, the Mayor shall direct the person to leave the city premises. Failure to leave the premises when directed to do so may result in criminal prosecution;
- (5) At any time during open forum, if any Commissioner believes that the public comment session no longer serves the public's interest, he or she may make a motion to adjourn the meeting. If said motion is seconded, all public comments shall cease and the Mayor shall direct the Clerk to call the roll to determine if the motion to adjourn shall pass. If the motion passes, the meeting shall be adjourned;
- (6) These Rules of Conduct shall be posted at the entrance of the City Commission Chambers.

(Ord. 24-06, passed 8-7-06; Am. Ord. 22-12, passed 10-16-12)



January 16, 2024

There were no questions asked at the Regular City Commission Meeting on January 16th, 2024, that were not answered.



P R O C L A M A T I O N

WHEREAS, the Diversity Committee at Edison State Community College is committed to advancing the College's academic mission and goals in the areas of diversity, equality, inclusion and human rights by leading efforts to define and cultivate diversity as both an institutional value and academic priority; and

WHEREAS, Black History Month is an occasion to rediscover the enduring stories of African Americans and the gifts of freedom, purpose and opportunity they have bestowed on future generations; and

WHEREAS, it is also a time to commemorate the countless contributions of African Americans, many of whom lived through and endured segregation, racial prejudice and discrimination to enrich every fiber of American life today; and

WHEREAS, this event at Edison State Community College raises the fact that the battle for equality still lives on and we need to recognize and raise awareness in regards to diversity and inclusion. Let us honor those who went to great lengths to fight for the rights and equality that many enjoy today; not on the margins, but at the very center of American history; and

WHEREAS, the City of Piqua, Edison State Community College, our community and the world, is a much better place today because of some of the individuals who have crossed this earth; and

WHEREAS, we are united as we all stand together and support each other as we include, accept and embrace the different cultures in this community.

NOW, THEREFORE, LET IT BE KNOWN THAT I, Kris Lee, Mayor of the City of Piqua, do hereby affirm and celebrate **BLACK HISTORY MONTH** in the City of Piqua.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of Piqua, Ohio, this 6th day of February 2024.

KRIS LEE, MAYOR

**REGULAR PIQUA CITY COMMISSION MEETING MINUTES
TUESDAY, JANUARY 16, 2024**

CALL TO ORDER

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

ROLL CALL

Mayor Lee and Commissioners DeBrosse, Hohman, Simmons and Vetter were present.

ADJOURNMENT TO EXECUTIVE SESSION at 5:02 p.m.

A motion was made by Commissioner Hohman to adjourn to Executive Session and seconded by Commissioner Simmons. All were in favor and the motion was carried unanimously.

ROLL CALL

Mayor Lee and Commissioners DeBrosse, Hohman, Simmons and Vetter were present.

EXECUTIVE SESSION

The Executive Session was to consider the appointment, employment, dismissal, discipline or compensation of the City Manager or City Clerk and to consider pending or imminent litigation.

ADJOURNMENT FROM EXECUTIVE SESSION at 6:43 p.m.

A motion was made by Commissioner Hohman to adjourn from Executive Session and seconded by Commissioner Simmons. All were in favor and the motion was carried unanimously.

JOINT MEETING WITH WASHINGTON TOWNSHIP TRUSTEES & PIQUA CITY COMMISSION

ROLL CALL OF PIQUA CITY COMMISSION AND WASHINGTON TOWNSHIP TRUSTEES

Mayor Lee and Commissioners DeBrosse, Hohman, Simmons and Vetter were present, along with Washington Township Trustees T. Jeff Lange and Edward McMaken.

CONSENT AGENDA

APPROVAL OF MINUTES

Approval of the minutes from the October 17, 2023, Joint Meeting of the Washington Township Trustees and the Piqua City Commission

RESOLUTION NO. R-12-24

A resolution appointing a Commissioner Representative to the Board of Trustees of Forest Hill Union Cemetery

Appointment of Commissioner Paul Simmons to the Board of Trustees of Forest Hill Union Cemetery to replace former Commissioner Cindy Pearson

A motion was made by Commissioner Vetter to approve the Consent Agenda and Commissioner Hohman seconded the motion. All were in favor and the motion was carried unanimously.

ADJOURNMENT FROM JOINT MEETING WITH WASHINGTON TOWNSHIP TRUSTEES at 6:45 p.m.

A motion was made by Township Trustee Edward McMaken to adjourn the Joint Meeting and seconded by Commissioner Hohman. All were in favor and the motion was carried unanimously.

PROCLAMATIONS

Vice Mayor Vetter presented a “Celebrating Catholic Schools Week” proclamation to Piqua Catholic School Principal Brad Zimmerman.

Mayor Lee presented a proclamation in honor of Martin Luther King Day, noting that this was a request from the Community Diversity Committee.

PRESENTATIONS

Angel Taylor, leader of the local Cub Scout Pack 295, presented 4 scouts to the Commission. In order to earn a badge, each scout asked the Commission questions about their jobs as Commissioners.

Mandy Combs of the Greater Humane Society of Dayton provided an update on the Trap Neuter Return project that was launched in Piqua in May of 2023. She congratulated Piqua for its first year of success, including 34 homeless cats spayed and neutered, along with many adoptions by local volunteers.

REGULAR PIQUA CITY COMMISSION MEETING

CONSENT AGENDA

APPROVAL OF MINUTES

Approval of the minutes from the January 2, 2024, Regular City Commission Meeting

A motion was made by Commissioner Hohman to approve the minutes and Commissioner Simmons seconded the motion. All were in favor and the motion was carried unanimously.

Park Board Chairperson Natalie Young then presented the 2023 Park Board Annual Report to Commission. Mayor Lee commented that he is excited to be joining the Park Board along with the previous Tree Committee members. Commissioner Vetter invited the public to attend a meeting on Thursday, January 18, 2024, at the YMCA regarding Hance Pavilion.

RESOLUTION NO. R-13-24

A resolution of appreciation for the second half of 2023 City of Piqua Volunteers

Mayor Lee announced that the list of volunteers will be posted to the city website soon. He thanked everyone who has volunteered.

A motion was made by Commissioner Vetter to approve the resolution and Commissioner Hohman seconded the motion. All were in favor and the motion was carried unanimously.

RESOLUTION NO. R-14-24

A resolution appointing a member to the Miami Valley Regional Planning Commission

Introduction: Economic Development Director Chris Schmiesing explained that the City is a member of the Miami Valley Regional Planning Commission, which serves as a mechanism to channel federal funds into localities. He said that this resolution would appoint Community Services Director Kyle Hinkelman as a Board of Directors alternate member.

A motion was made by Commissioner DeBrosse to approve the resolution and Commissioner Hohman seconded the motion. All were in favor and the motion was carried unanimously.

RESOLUTION NO. R-15-24

A resolution appointing a member to the Miami Valley Regional Planning Commission

Introduction: Mr. Schmiesing said that this resolution would appoint the City Planner Chad Henry as a delegate to the 2024 Technical Advisory Committee.

A motion was made by Commissioner Hohman to approve the resolution and Commissioner DeBrosse seconded the motion. All were in favor and the motion was carried unanimously.

RESOLUTION NO. R-16-24

A resolution appointing a member to the Miami Valley Regional Planning Commission

Introduction: Mr. Schmiesing said that this resolution would appoint the Engineering Coordinator Kenton Kiser as an alternate delegate to the 2024 Technical Advisory Committee.

A motion was made by Commissioner Hohman to approve the resolution and Commissioner DeBrosse seconded the motion. All were in favor and the motion was carried unanimously.

RESOLUTION NO. R-17-24

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

Introduction: Mr. Schmiesing said that this resolution would appoint the Development Analyst Jonna Raffel as a member of the Miami County Community Action Council.

A motion was made by Commissioner Vetter to approve the resolution and Commissioner Hohman seconded the motion. All were in favor and the motion was carried unanimously.

NEW BUSINESS

ORDINANCE NO. O-1-24 (1st Reading)

An ordinance to amend Title XV: Land Usage, Piqua Development Code

Introduction: Mr. Schmiesing explained that this ordinance would amend the zoning regulations to establish use standards for a newly created hotel and create a "Special Use" standard where permitted. This would provide a means of evaluating a new hotel proposal to ensure it can be supported by the local

economy while not negatively impacting existing hotels. He stated that the Planning Commission made a few revisions at their public meeting on January 9, 2024, then approved the amendment.

Commissioners Comments: Mayor Lee inquired if the permit would still go to Commission for approval as it does currently if it is issued as a "Special Use" permit. Mr. Schmiesing replied that since the Planning Commission would approve or deny "Special Use" permits as part of the permitting process, approval by the Commission would not be required.

Public Comment: Jeff Grimes stated his opinion that funds from TIF should not be used for the purchase of real estate by the City of Piqua. City Manager Paul Oberdorfer responded that the TIF process was done as a development strategy and that bond counsel and legal representation were retained in this process. He clarified that TIF funds were not used to buy real estate.

RESOLUTION NO. R-18-24

A resolution authorizing a purchase order to Hampton Golf for services provided to Echo Hills Golf Course

Introduction: Assistant City Manager Amy Welker said this resolution is necessary to approve a purchase order to Hampton Golf, as the amount exceeds the threshold. She reminded the Commission that this is the 2nd year of a 3-year contract with Hampton Golf for the management and marketing of the municipal golf course.

Commissioners Comments: Commissioner Hohman asked for the dollar amount, to which Ms. Welker replied \$418,000. He also asked if she plans to break even in 2024 by not using funds from the General Fund, and she replied that is the goal.

Commissioner DeBrosse inquired as to whether the city knew the final numbers for 2023 for the golf course; Ms. Welker said that the city is still paying invoices for 2023, so the Finance Department has not closed out 2023 yet. She did state that revenue was up significantly in 2023 and that the transfer from the General Fund was down from \$400,000 to \$100,000.

Public Comment: Dave Hitchings asked why the city owns 2 golf courses, as he thought that the city owned the Piqua Country Club. He also suggested that the city hire a management company for a municipal swimming pool.

Valerie Mulligan questioned the amounts budgeted to the golf course for 2023 and 2024. Mr. Oberdorfer explained that revenue increases take time when transitioning to a managed service.

Debbie Stein expressed concern with approving this resolution before the final numbers are reported officially for 2023, to which Ms. Welker responded that the city has bills to pay now, and it is the Commission's responsibility to approve purchase orders over \$75,000.

Alisha Lange asked what the amount of \$418,000 entails, to which Mr. Oberdorfer replied that the details are provided in the agenda packet. He said that it includes management, employee pay, marketing and software such as ForeUp. Ms. Lange said that the city should get a splashpad instead of the golf course. She also expressed concern with EPA files regarding runoff from the golf course.

Commissioner Hohman asked if fees for golf customers were increasing in the 2024 season, to which Ms. Welker replied yes. He also asked if a bidding process was utilized for the managed service, and Mr. Oberdorfer said that an RFP was completed in 2022.

Adam Seas commented on the benefits of the municipal golf course to young people from Piqua City Schools and also to businesses who use it as a meeting place.

Jeff Grimes provided his opinion that it is unfair for the city to be allowed to allocate funds to the municipal golf course when it is in competition with a private golf course.

A motion was made by Commissioner Hohman to approve the resolution and Commissioner Vetter seconded the motion. All were in favor and the motion was carried unanimously.

RESOLUTION NO. R-19-24

A resolution authorizing a purchase order for three marked Police cruisers and upfitting costs

Introduction: Police Chief Rick Byron said that this is part of an ongoing fleet replacement plan, and the department budgeted to replace 2 marked vehicles purchased in 2019 and to add a K9 vehicle. Montrose Auto Group has 3 vehicles available for a total of \$123,000. The other \$66,000 would be for the upfitting costs of these 3 vehicles.

Commissioners Comments: Commissioner Simmons commented that this is a good deal for the city and asked what happens to the old vehicles. Chief Byron responded that he would ask other departments first to find out if there is a need, then put on Gov Deals for sale.

Commissioner Hohman asked about the replacement plan. Chief Byron explained that their rotation plan is for 5 years, as maintenance becomes ineffective cost-wise at 5 years on these vehicles.

Public Comment: Dave Hitchings asked if every police officer has his/her own vehicle. Chief Byron said that there are a total of 13 marked cruisers that alternate for the 12-hour shifts.

A motion was made by Commissioner Hohman to approve the resolution and Commissioner DeBrosse seconded the motion. All were in favor and the motion was carried unanimously.

RESOLUTION NO. R-20-24

A resolution to continue participation in a multi-jurisdictional Hazard Mitigation Plan in conjunction with the Miami County Emergency Management Agency

Introduction: Mr. Schmiesing said that the city has participated in this plan since 2011, which is required to be updated every 5 years. This plan helps the community to be prepared and respond to emergency situations. It also makes the city eligible for Emergency Management funding.

Commissioners Comments: Commissioner Hohman asked if this pertains to special situations such as what occurred with the CSX rail line in East Palestine. Mr. Schmiesing replied that the plan helps the city in how we respond in these type of situations to minimize fallout.

Public Comment: Diana Park asked if the city transported lithium batteries via the railroad. Mr. Oberdorfer said that the city does not transport lithium batteries and referred her to the Federal Railroad Authority to obtain the regulation information.

A motion was made by Commissioner Vetter to approve the resolution and Commissioner Hohman seconded the motion. All were in favor and the motion was carried unanimously.

RESOLUTION NO. R-21-24

A resolution regarding the applied for liquor permit for PB 43 Petroleum, LLC, at 8855 N CR 25A, Piqua, Ohio, 45356

Introduction: Law Director Frank Patrizio explained that the Department of Liquor sends out liquor permit applications to municipalities in order to find out if there are any objections prior to the issuance of a liquor license.

Commissioners Comments: Commissioner Vetter asked if this was the Ulbrich Super Station located on N CR 25A, to which Mr. Patrizio replied yes.

Mayor Lee asked Chief Byron if he had any objections, to which the Chief responded no.

Public Comment: None

A motion was made by Commissioner Hohman to approve the resolution and Commissioner DeBrosse seconded the motion. All were in favor and the motion was carried unanimously.

A motion was then made by Commissioner DeBrosse to ask the City Manager about the Washington Township and Springcreek Township emergency medical services contracts. Mr. Oberdorfer said that the City of Piqua is currently operating under the 3-year contract that expired December 31, 2022, and that the city met with both Townships on August 22, 2023. At this meeting requested by the city, the trustees were shown the proposed new contract values, and Mr. Oberdorfer explained why the values were emulating the Troy Fire Department's contracts with multiple townships. Commissioner DeBrosse asked how the formula for cost was calculated, and Mr. Oberdorfer said that to cover the cost of runs, overhead, depreciation and the number of split runs were all factors. Currently, the average citizen is paying \$313 per year per resident for Fire and EMS. Based on the current contract, Washington Township citizens pay \$78.34 per year, and Springcreek Township residents pay \$76.14 per year. With the increase in the proposed new contract, township residents would still be paying less than city residents.

Commissioner Hohman asked why the city continued to provide these services to the townships once the contracts had expired. Mr. Oberdorfer responded that for overall public safety, the city continued to provide these services and would like to extend services if the city can work with the township trustees to resolve this matter.

A motion was then made by Commissioner Simmons to ask Mr. Oberdorfer to step down as the City Manager, as he would like a public hearing to obtain answers from the City Manager. The motion was not seconded and died.

PUBLIC COMMENT

Valerie Mulligan, Director of Veterans and Caregiver Support Services, announced a food pantry that is open one day per week and services 7 families each week. She said that a partnership has been launched with the Miami County YMCA for a monthly dinner at the Senior Center. She reported that 11 homeless, jobless veterans in Piqua were assisted in 2023. Ms. Mulligan also said that handicap accessible parking is needed in Downtown Piqua. Mr. Oberdorfer responded that work is underway now with live surveys and utilization tools and referred her to Chad Henry for further information and updates.

Dave Hitchings voiced his concern for the homeless population in Piqua. Commissioner Vetter said that there is a cold weather shelter at the Bethany Center that averages 7 people per night. Mr. Hitchings also said he would like to get rid of the Charter form of government in Piqua.

Diana Park shared her opinion that the city should be more involved with the EPA violation notice in regard to the water containment system.

Debbie Stein provided a background for herself and feels as though she has been degraded by city administration.

Alisha Lange had questions about the amended agreement with BGSU. Mr. Oberdorfer provided an update, saying that the amended MOU with BGSU will be on the next City Commission Meeting Agenda in February and that no lithium burning of batteries will be allowed in the revised MOU.

Eva Silvers requested an update on the Power Project at Mote Park and the status of the Rental Inspection Program. She also reminded citizens to donate and volunteer at the Bethany Center to help the homeless population. She also stated her desire to move forward for the good of the community.

Adam Seas expressed his frustration with the Toxic Piqua group. He said that Mr. Oberdorfer has always respected him, even though they do not always agree on items.

John Wheelock of Washington Township requested details of the breakdown of cost for the EMS and Fire services provided by the city to the township. Mr. Oberdorfer explained where the model came from and that he shared this information with the trustees at the August 22, 2023, meeting. He reiterated that he is willing to negotiate with the townships.

Jeff Grimes requested that another meeting be held with the Ohio EPA and RAPCA. He insisted that there be no more battery burnings at 9300 State Route 66, Piqua.

Melanie Walker complimented the City Commissioners for doing an amazing job and said she appreciated them for supporting Mr. Oberdorfer.

Tim Echemann of Washington Township asked for an explanation of why the increase on the contract was so dramatic and suggested it be done over a period of time. Mr. Oberdorfer provided the factors used to determine the service-based fee, citing that the increase of \$9-13 per month per resident would be much less than the incremental increase for residents with their Homeowners Insurance premiums should the City service to the township be discontinued.

CITY MANAGER'S REPORT

Mr. Oberdorfer shared his satisfaction with the Community Cat Program, as 53 adopted felines went out of the area and 31 were adopted locally. He also reported on the recent first snow event of this winter, as the city used 68 tons of salt with 5 trucks, with a cost of \$6,900. He said that the city is prepared for Winter with 700 tons of salt in the new salt barn.

COMMISSIONERS COMMENTS

Commissioner DeBrosse announced a proposal to Commission to form a committee to review the battery burning situation from 2017 through 2023. This committee would answer questions, put parameters in place to prevent future situations such as this, and produce a report. The Commissioners would each appoint a resident to the committee.

Mayor Lee thanked the citizens for attending the meeting and Mr. Oberdorfer for his work. He said that consolidation of the Planning Commission and Board of Zoning Appeals is still being considered and will be decided soon. Commissioners DeBrosse & Simmons are in favor of the merger; Commissioner Vetter is neutral; Commissioner Hohman and Mayor Lee want to keep the boards separate as is.

Commissioner Vetter had no comments.

Commissioner Hohman thanked Commissioner DeBrosse for his idea of a committee for the battery burning narrative.

Commissioner Simmons spoke of wearing hats indoors due to medical reasons and migraines. He announced that an Amateur Radio Class will be held on February 17, 2024, and he presented Mayor Lee with a gift.

ADJOURNMENT at 9:43 p.m.

A motion was made by Commissioner DeBrosse to adjourn, and Commissioner Hohman seconded the motion. All approved and the motion was carried unanimously.

KRIS LEE, MAYOR

Passed: _____

Attest: _____

COMMISSION CLERK

**REGULAR PIQUA CITY COMMISSION MEETING MINUTES
TUESDAY, JANUARY 29, 2024**

CALL TO ORDER

Piqua City Commission met at 4:30 p.m. in the Administrative Conference Room located at 201 W. Water Street, Piqua, Ohio.

ROLL CALL

Mayor Lee and Commissioners DeBrosse, Hohman, and Vetter were present. Commissioner Simmons was absent and Commissioner Vetter made a motion to approve Commissioner Simmons absence and Commissioner Hohman seconded the motion. All were in favor and the motion was carried unanimously.

SPECIAL PIQUA CITY COMMISSION MEETING

RESOLUTION NO. R-22-24

An emergency resolution authorizing the city manager to enter into an agreement with the Piqua City Schools for Fire and Ambulance Services

A motion was made by Commissioner Vetter to approve the resolution and Commissioner Hohman seconded the motion. All were in favor and the motion was carried unanimously.

RESOLUTION NO. R-23-24

An emergency resolution authorizing the city manager to enter into an agreement with the Upper Valley Career Center for Fire and Ambulance Services

A motion was made by Commissioner DeBrosse to approve the resolution and Commissioner Hohman seconded the motion. All were in favor and the motion was carried unanimously.

ADJOURNMENT at 4:38 p.m.

A motion was made by Commissioner DeBrosse to adjourn, and Commissioner Hohman seconded the motion. All approved and the motion was carried unanimously.

KRIS LEE, MAYOR

Passed: _____

Attest: _____

COMMISSION CLERK

ORDINANCE NO. O-1-24

AN ORDINANCE TO AMEND TITLE XV: LAND USAGE, PIQUA DEVELOPMENT CODE

WHEREAS, the Piqua Development Code adopted by Piqua Code of Ordinances Title XV establishes districts and standards pertaining to the development and use of land; and,

WHEREAS, the Planning Commission has recommended amending Section 3.2.1 of the Piqua Development Code to include a hotel use as a Special Use in the NX, CX, CO, RX, T-FX, T-NX, T-GX, T-SX, D-RF, D-GX and D-SX districts; and,

WHEREAS, the Planning Commission has recommended amending Section 3.5.5-A of the Piqua Development Code to add:

2.0 Use Standards

When determining if a Special Use should be authorized to permit the construction of a new hotel, consideration shall be given to the current market conditions regarding the performance of existing hotels of the same or similar type/classification/characteristics as the proposed hotel (e.g., economy, select service, full service, luxury), including whether the existing hotels consistently maintain an occupancy rate averaging plus or minus sixty-five percent or better.

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

SEC. 1: The Piqua Development Code adopted by Piqua Code of Ordinances Title XV is hereby amended as described herein.

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

1st Reading – 1/16/2024

2nd Reading – 2/6/2024

3rd Reading – 2/20/2024

KRIS LEE, MAYOR

PASSED: _____

ATTEST: _____

MELISSA KINNEY
CLERK OF COMMISSION

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

Mayor Kris Lee _____

Commissioner James Vetter _____

Commissioner Frank DeBrosse _____

Commissioner Thomas Holman _____

Commissioner Paul Simmons _____

Commission Agenda Staff Report

| | | | |
|---|---|--|--|
| MEETING DATE | January 16, 2024 | | |
| REPORT TITLE | An ordinance to amend Title XV: Land Usage, Piqua Development Code | | |
| SUBMITTED BY | Chris Schmiesing, Community and Economic Development Director | | |
| | Development Department | | |
| AGENDA CLASSIFICATION | <input type="checkbox"/> Consent | <input checked="" type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution <input type="checkbox"/> Regular |
| APPROVALS/REVIEWS | <input checked="" type="checkbox"/> City Manager | | <input checked="" type="checkbox"/> Law Director |
| | <input checked="" type="checkbox"/> Development Director | | |
| BACKGROUND (Description, background, justification) | This ordinance amends Title XV: Land Usage, Piqua Development Code to establish use standards for a hotel and makes the use a Special Use in the districts where it may be permitted. The use standards provide a means for evaluating any new hotel that is proposed to ensure it can be supported by the local economy and that it is not likely to have a deleterious impact on any existing hotel uses. | | |
| BUDGET/FINANCIAL IMPACT (Project costs and funding sources) | Budgeted \$: | | |
| | Expenditure \$: | | |
| | Source of Funds: | N/A | |
| | Narrative: | The Planning Commission has reviewed the code amendment and has recommended approval of the modifications presented in this ordinance. | |
| OPTIONS (Include deny /approval option) | 1. | Approve of the adoption of the ordinance. | |
| | 2. | Disapprove of the adoption of the ordinance. | |
| PROJECT TIMELINE | Jan 16, 2024 – 1 st Reading Feb 6, 2024 – 2 nd Reading Feb 20, 2024 – 3 rd Reading | | |
| STAFF RECOMMENDATION | Approve the proposed ordinance. | | |

ATTACHMENTS

RESOLUTION NO. R-24-24

**A RESOLUTION TO CONTINUE SANITARY SEWER
SMOKE TESTING (PHASE 3) SERVICES WITH
FISHBECK ENGINEERS**

WHEREAS, there currently exists between the City of Piqua and Fishbeck Engineers an agreement and program for Sanitary Sewer condition inspections, and

WHEREAS, through this Piqua is in a multi-year program to better understand conditions of their sanitary and adjacent underground piping, and

WHEREAS, goals, objectives and strategies to mitigate and reduce excess waters from entering the Piqua sanitary sewer collection system.

NOW THEREFORE, BE IT RESOLVED by the Commission of the City of Piqua, State of Ohio approves of these continued effort;

That this Commission hereby adopts this resolution to continue these services. This Resolution shall take effect immediately.

KRIS LEE, MAYOR

PASSED: _____

ATTEST: _____
DIANA TAMPLIN
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 Frank DeBrosse _____
Commissioner Jim Vetter _____
Commissioner Paul Simmons _____
Commissioner Thomas Hohman _____

September 20, 2023

Kevin Krejny
Utilities Superintendent
City of Piqua
121 Bridge Street
Piqua, OH 45356

Proposal for Engineering Services Sanitary Sewer Collection System – Smoke Testing Services Phase 3

Fishbeck is pleased to submit this proposal to provide the City of Piqua (City) with smoke testing services for the Sanitary Sewer Collection System located in the downtown area of the City as shown shaded in red on the attached figure.

Statement of Understanding

The City owns and operates its Sanitary Sewer Collection System and the Piqua Wastewater Treatment Plant (WWTP). During heavy rainfall events, the City sees a very quick response and large increase in flow volumes from the flow meter at the headworks of the WWTP.

In November of 2022, Fishbeck and City personnel conducted collection system smoke testing for the Clark Avenue Industrial Area and surrounding neighborhoods. This testing identified several cross connections which City staff are addressing. In Spring of 2023, Fishbeck performed flow monitoring at four locations in the City's sewer systems. In August of 2023, Fishbeck and City personnel completed smoke testing within the Flow Meter No. 1 area and performed additional smoke testing in the area bounded by South Street, Ford Drive, Young Street, and Weber Street within the Flow Meter No. 2 area.

The data for Flow Meter Site No. 3 also showed evidence of large inflow and infiltration volumes. The City would like to complete smoke testing in this area, which corresponds to the oldest areas of the City. Fishbeck proposes to provide smoke testing services in an area bounded by the Northern City limit to the northwest, the Great Miami River to the northeast and east, Garnsey Street on the south side, and Forest Avenue to the west. There are approximately 580 manholes in this area and Fishbeck estimates that this effort will involve twelve days of field work.

Fishbeck will provide the City with doorhangers, such that City personnel may distribute notification to residential customers and businesses in the area prior to the smoke testing activities. The City will also notify the fire department of the plan for smoke testing. It is our understanding that access to the manholes along the planned smoke testing route is acceptable and authorized in advance with no high traffic areas requiring traffic control. It is also our understanding that the City will provide staff as necessary to assist with the testing.

Scope of Services

We propose the following scope of services for the smoke testing services.

- Meet with City staff to confirm the scope of the project and location of the manholes to be accessed during the smoke testing program.
- Provide the City with an approximate schedule for the work to allow notification of the residents and businesses at least one week in advance and update the City daily on progress.

- Provide a three-person crew to perform smoke testing in the downtown area of the City as shown on the attached Figure 1.
- Introduce smoke into the system with a blower at manholes in the study area and observe/document locations where the smoke exits.
- Observe and photograph locations where smoke appears from potential cross connections with the storm sewer system or private drainage structures.
- Document the results of the testing and identify possible connections of the sanitary sewer to the storm system or private drainage structures observed during the inspection.
- Provide a report summarizing the results of the testing.

Schedule

Fishbeck is prepared to begin in January 2024. We anticipate twelve consecutive business days of field work. A draft summary report will be developed within two months of completion of field activities. The draft report will be provided in advance of a meeting with the City to discuss findings from the field activities.

Professional Services Fees

We propose to complete the tasks as outlined in the scope of services for a not-to-exceed fee of Eighty-Eight Thousand, Five Hundred Dollars (\$88,500).

These services will be provided as needed and will be invoiced only to the extent that time and expenses are incurred in relation to the scope of services described herein. Invoices will be submitted every four weeks and payment is due upon receipt. The budget will not be exceeded without prior authorization from the City of Piqua.

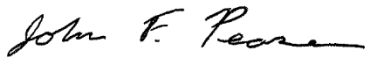
Authorization

Attached is our Professional Services Agreement. If you concur with our scope of services, please sign in the space provided and return the executed contract to the attention of Dawn M. Smith (dmsmith@fishbeck.com). This proposal is made subject to the attached Terms and Conditions for Professional Services.

Closing

If you have any questions or require additional information, please contact me at 513.247.8577 or jpease@fishbeck.com.

Sincerely,



John Pease, PE
Water and Wastewater Engineer

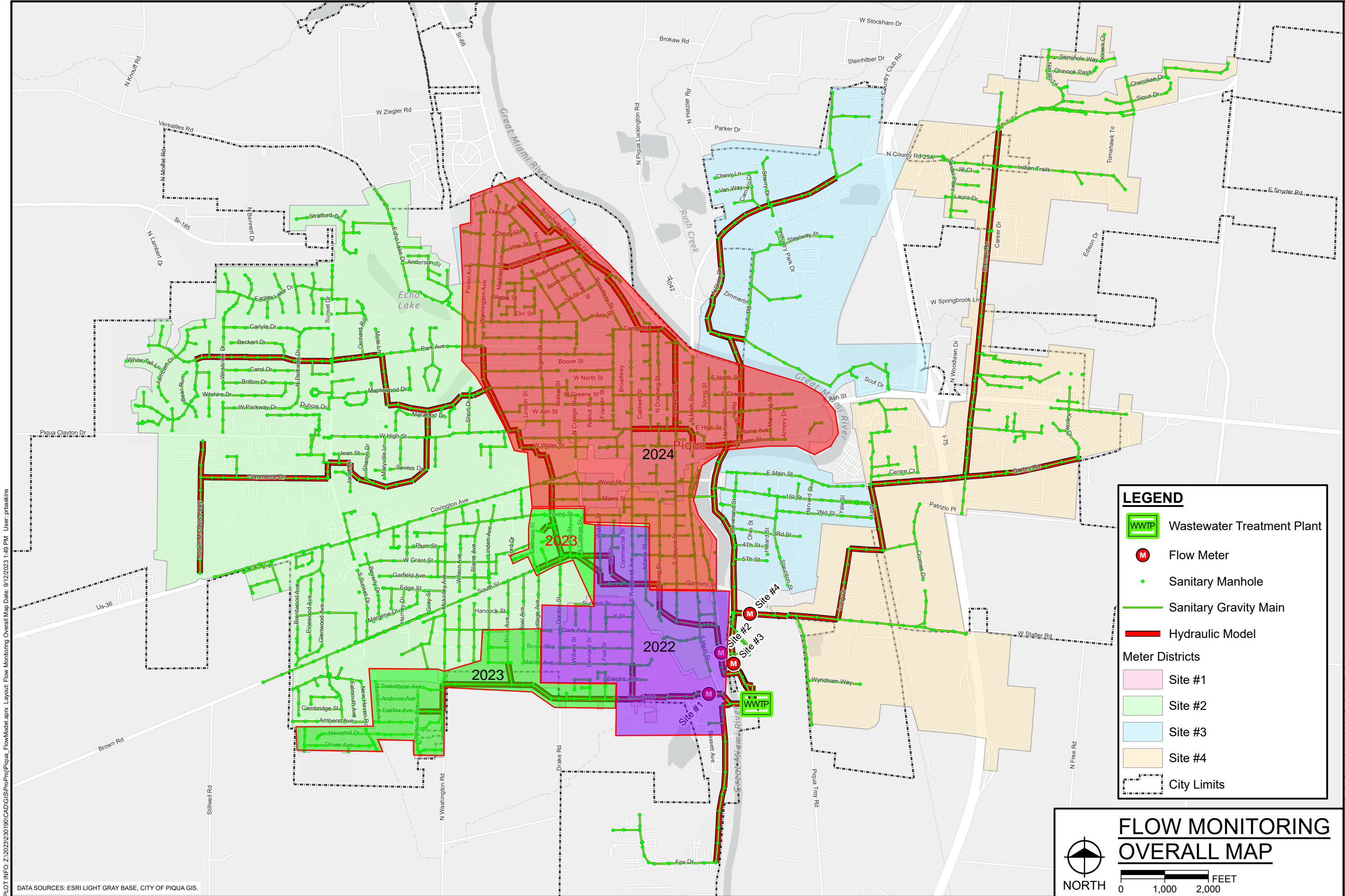


Allen J. Aspacher, PE
Vice President

By email

Attachments

Copy: Jeffrey J. Brown, PE – Fishbeck



PLOT INFO: Z:\2023\230190\CAD\GIS\Pro\Piqua_FlowModel.aprx Layout: Flow Monitoring Overall Map Date: 9/12/2023 1:49 PM User: pbskins

DATA SOURCES: ESRI LIGHT GRAY BASE, CITY OF PIQUA GIS.

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LEGEND

- WWTP Wastewater Treatment Plant
- M Flow Meter
- Sanitary Manhole
- Sanitary Gravity Main
- Hydraulic Model

Meter Districts

- Site #1
- Site #2
- Site #3
- Site #4
- City Limits

FLOW MONITORING OVERALL MAP

NORTH

0 1,000 2,000 FEET

Hard copy is intended to be 11"x17" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.

Professional Services Agreement

PROJECT NAME Sanitary Sewer Collection System – Smoke Testing Services Phase 3
FISHBECK CONTACT John Pease, PE
CLIENT City of Piqua
CLIENT CONTACT Kevin Krejny
ADDRESS 121 Bridge Street, Piqua, OH 45356

Client hereby requests and authorizes Fishbeck to perform the following:

SCOPE OF SERVICES: In accordance with Fishbeck proposal dated September 20, 2023.

AGREEMENT. The Agreement consists of this page and the documents that are checked:

- Terms and Conditions for Professional Services, attached.
- Proposal dated September 20, 2023.
- Other:

METHOD OF COMPENSATION:

- Lump Sum for Defined Scope of Services
- Hourly Billing Rates plus Reimbursable Expenses
- Other:

Budget for Above Scope of Services: Not-to-exceed fee of Eighty-Eight Thousand, Five Hundred Dollars (\$88,500).

ADDITIONAL PROVISIONS (IF ANY): None.

APPROVED FOR:

City of Piqua

BY: _____

TITLE: _____

DATE: _____

ACCEPTED FOR:

Fishbeck

BY:  _____

TITLE: Vice President

DATE: September 20, 2023

1. **METHOD OF AUTHORIZATION.** Client may authorize Fishbeck to proceed with work either by signing a Professional Services Agreement or by issuance of an acknowledgment, confirmation, purchase order, or other communication. Regardless of the method used, these Terms and Conditions shall prevail as the basis of Client's authorization to Fishbeck. Any Client document or communication in addition to or in conflict with these Terms and Conditions is rejected.
2. **CLIENT RESPONSIBILITIES.** Client shall provide all criteria and full information as to requirements for the Project and designate in writing a person with authority to act on Client's behalf on all matters concerning the Project. If Fishbeck's services under this Agreement do not include full-time construction observation or review of Contractor's performance, Client shall assume responsibility for interpretation of contract documents and for construction observation, and shall waive all claims against Fishbeck that may be in any way connected thereto.
3. **HOURLY BILLING RATES.** Unless stipulated otherwise, Client shall compensate Fishbeck at hourly billing rates in effect when services are provided by Fishbeck employees of various classifications.
4. **REIMBURSABLE EXPENSES.** Those costs incurred on or directly for Client's Project. Reimbursement shall be at Fishbeck's current rate for mileage for service vehicles and automobiles, special equipment, and copying, printing, and binding. Reimbursement for commercial transportation, meals, lodging, special fees, licenses, permits, insurances, etc., and outside technical or professional services shall be on the basis of actual charges plus 10 percent.
5. **OPINIONS OF COST.** Any opinions of probable construction cost and/or total project cost provided by Fishbeck will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, Fishbeck cannot warrant that bids or ultimate construction or total project costs will not vary from such estimates.
6. **PROFESSIONAL STANDARDS; WARRANTY.** The standard of care for services performed or furnished by Fishbeck will be the care and skill ordinarily used by members of Fishbeck's profession practicing under similar circumstances at the same time and in the same locality. Fishbeck makes no warranties, express or implied, under this Agreement or otherwise, in connection with Fishbeck's services.
7. **TERMINATION.** Either Client or Fishbeck may terminate this Agreement by giving ten days' written notice to the other party. In such event, Client shall pay Fishbeck in full for all work previously authorized and performed prior to the effective date of termination, plus (at the discretion of Fishbeck) a termination charge to cover finalization work necessary to bring ongoing work to a logical conclusion. Such charge shall not exceed 30 percent of all charges previously incurred. Upon receipt of such payment, Fishbeck will return to Client all documents and information which are the property of Client.
8. **SUBCONTRACTORS.** Fishbeck may engage subcontractors on behalf of Client to perform any portion of the services to be provided by Fishbeck hereunder.
9. **PAYMENT TO FISHBECK.** Invoices will be issued every four weeks, payable upon receipt, unless otherwise agreed. Interest of 1 percent per four-week period will be payable on all amounts not paid within 28 days from date of invoice, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by Client.

Client agrees to pay on a current basis, in addition to any proposal or contract fee understandings, all taxes including, but not limited to, sales taxes on services or related expenses which may be imposed on Fishbeck by any governmental entity.

If Client directs Fishbeck to invoice another, Fishbeck will do so, but Client agrees to be ultimately responsible for Fishbeck's compensation until Client provides Fishbeck with that third party's written acceptance of all terms of this Agreement and until Fishbeck agrees to the substitution.

In addition to any other remedies Fishbeck may have, Fishbeck shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.

10. **HAZARDOUS WASTE.** Fishbeck has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at any site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. Fishbeck shall not be responsible for any alleged contamination, whether such contamination occurred in the past, is occurring presently, or will occur in the future, and the performance of services hereunder does not imply risk-sharing on the part of Fishbeck.
11. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims based upon professional liability errors or omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the greater of \$250,000 or the amount of the fee earned under this Agreement.

To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims for which Fishbeck is covered by insurance other than professional liability errors and omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the total insurance proceeds paid on behalf of or to Fishbeck by Fishbeck's insurers in settlement or satisfaction of Client's claims under the terms and conditions of Fishbeck's insurance policies applicable thereto.

Higher limits of liability may be considered upon Client's written request, prior to commencement of services, and agreement to pay an additional fee.

12. **DELEGATED DESIGN.** Client recognizes and holds Fishbeck harmless for the performance of certain components of the Project which are traditionally specified to be designed by the Contractor.
13. **INSURANCE.** Client shall cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds on all commercial general liability and property insurance policies carried by Client which are applicable to the Project. Client shall also provide workers' compensation insurance for Client's employees. Client agrees to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.

Upon request, Client and Fishbeck shall each deliver to the other certificates of insurance evidencing their coverages.

Client shall require Contractor to purchase and maintain commercial general liability and other insurance as specified in the contract documents and to cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project. Contractor must agree to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.
14. **INDEMNIFICATION.** Fishbeck will defend, indemnify, and hold Client harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures to the extent caused by Fishbeck's negligence or willful misconduct. Client agrees to defend, indemnify, and hold Fishbeck harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures allegedly caused by Fishbeck's performance of services hereunder, except for injury or loss to the extent caused by the negligence or willful misconduct of Fishbeck. These indemnities are subject to specific limitations provided for in this Agreement.
15. **CONSEQUENTIAL DAMAGES.** Client and Fishbeck waive consequential damages for claims, disputes, or other matters in question relating to this Agreement including, but not limited to, loss of business.
16. **LEGAL EXPENSES.** If either Client or Fishbeck makes a claim against the other as to issues arising out of the performance of this Agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney's fees. If Fishbeck brings a lawsuit against Client to collect invoiced fees and expenses, Client agrees to pay Fishbeck's reasonable collection expenses including attorney fees.
17. **OWNERSHIP OF WORK PRODUCT.** Fishbeck shall remain the owner of all drawings, reports, and other material provided to Client, whether in hard copy or electronic media form. Client shall be authorized to use the copies provided by Fishbeck only in connection with the Project. Any other use or reuse by Client or others for any purpose whatsoever shall be at Client's risk and full legal responsibility, without liability to Fishbeck. Client shall defend, indemnify, and hold harmless Fishbeck from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.
18. **ELECTRONIC MEDIA.** Data, reports, drawings, specifications, and other material and deliverables may be transmitted to Client in either hard copy, digital, or both formats. If transmitted electronically, and a discrepancy or conflict with the electronically transmitted version occurs, the hard copy in Fishbeck's files used to create the digital version shall govern. If a hard copy does not exist, the version of the material or document residing on Fishbeck's computer network shall govern. Fishbeck cannot guarantee the longevity of any material transmitted electronically nor can Fishbeck guarantee the ability of the Client to open and use the digital versions of the documents in the future.
19. **GENERAL CONSIDERATIONS.** Client and Fishbeck each are hereby bound and the partners, successors, executors, administrators, and legal representatives of Client and Fishbeck are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor Fishbeck shall assign this Agreement without the written consent of the other.

Neither Client nor Fishbeck will have any liability for nonperformance caused in whole or in part by causes beyond Fishbeck's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.

This Agreement shall be governed by the law of the principal place of business of Fishbeck.

This Agreement constitutes the entire agreement between Client and Fishbeck and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

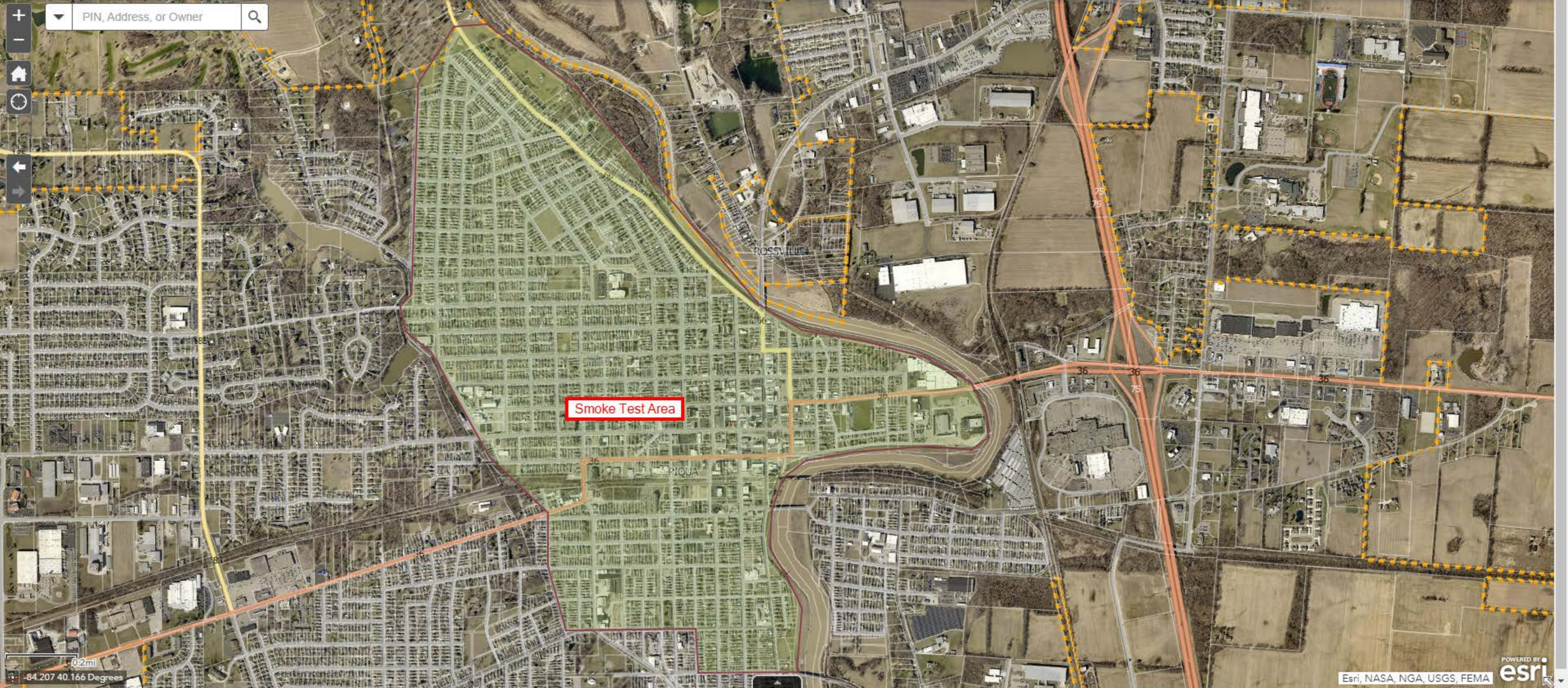
End of Terms and Conditions for Professional Services



Matthew W. Gearhardt
County Auditor | Miami County, Ohio

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Auditor Map [Layers] [Search] [Measure] [Print] [Share] [Help]



Commission Agenda Staff Report

| | | | |
|---------------------------------------|--|---|---|
| MEETING DATE | February 6, 2024 | | |
| REPORT TITLE | A resolution to perform Sanitary Smoke Testing (Phase 3) with Fishbeck Engineers | | |
| SUBMITTED BY | Name & Title: Kevin Krejny, Utilities Director | | |
| | Department: Utilities | | |
| AGENDA CLASSIFICATION | <input type="checkbox"/> Consent | <input type="checkbox"/> Ordinance | <input checked="" type="checkbox"/> Resolution |
| APPROVALS/REVIEWS | <input checked="" type="checkbox"/> X City Manager | | <input checked="" type="checkbox"/> X Finance Director |
| | <input type="checkbox"/> Asst. City Manager/Development | | <input type="checkbox"/> Law Director |
| | <input type="checkbox"/> X Department Director | | <input type="checkbox"/> Other: |
| BACKGROUND | Beginning in November 2022 (Phase 1) and in Spring of 2023 (Phase 2) Fishbeck Engineering performed sanitary sewer smoke testing to begin to help Piqua Utilities better understand the condition of our underground sewer system and also help identify cross connections and inflow and infiltration points on the wastewater collection system. Phase 3 work will be performed in areas downtown and adjacent to downtown (see attached map). This was in 2024 Budget or 404. | | |
| BUDGETING AND FINANCIAL IMPACT | Budgeted \$: | \$90,000 | |
| | Expenditure \$: | \$88,500 estimated quote | |
| | Source of Funds: | 404-49930-7553 | |
| | Narrative: | Third round of sanitary smoke testing that identifies failing sewer lines and cross connection points | |
| OPTIONS | 1. | Approve the resolution and continue with the third round of sanitary smoke testing investigations. | |
| | 2. | Do not approve the resolution | |
| PROJECT TIMELINE | Fishbeck engineering plans to proceed with this continued program in the spring of 2024. | | |
| STAFF RECOMMENDATION | Approve the resolution to continue to continue to find sanitary sewer line infrastructure issues for future repairs. | | |

| | |
|--|--|
| REASON FOR SELECTING CONSULTANT/COMPANY | Fishbeck Engineers has done the first two rounds of smoke testing. |
| | |

RESOLUTION NO. R-25-24

A RESOLUTION AUTHORIZING THE COMMISSIONERS COMMITTEE
ON THE FIRE TRAINING FACILITY

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

SEC 1: That the Commission does hereby create an advisory committee, the Commissioners Committee on the Fire Training Facility, consisting of five (5) members who shall be residents of the City. The purpose of the committee shall be to create a report detailing the events from 2017 – 2023 that took place at the Fire Training Facility and to make recommendations, if necessary, to the City Commission. The report shall endeavor to answer, but not limited to, the following questions:

1. How did the site go from a proposed fire training academy to a battery testing site
2. When did fire training begin to involve batteries
3. Were all proper permits applied for and obtained
4. Who had regulatory authority over the site
5. Who was in charge of the site
6. What entities were involved with the site
 - a. What were their functions
7. What should/could be done, if anything, to prevent something like this in the future

SEC. 2: That the five members of the committee shall be and remain residents of the city, and shall be appointed, or removed, at the pleasure of the City Commission. The members of the Committee shall serve without compensation, and they shall serve until the report is submitted to the City Commission, at which point the Committee shall be disbanded. Vacancies, whether by resignation, removal, or otherwise, shall be filled in the usual manner by the City Commission for the remainder of the term. No citizen shall be eligible for appointment herein who is or was an employee of the city during the timeframe designated.

SEC. 3: A chairperson shall be appointed from the approved members by the Mayor, who shall cause the records of the Committee to be prepared and preserved and shall be required to attend all meetings of the committee. Every meeting of the Committee shall have at least three members in attendance to constitute a quorum, and all official actions of the Committee shall require a majority vote of the members of the full Committee.

SEC. 4: The Committee shall establish rules of procedure of conduct for meetings to be held at least once per month. All meetings of the Committee shall be announced in advance and open to the public. The Committee shall be required to report on their progress to the City Commission each month at the first regular city commission meeting.

SEC. 5: A city liaison shall be assigned to the Committee by the Mayor, to assist in the retrieval of documents, answer questions, arrange interviews with personnel, etc. The Committee will further have the ability to engage with third party experts or counsel as necessary with the approval of the City Commission. The city liaison will assist the Committee with authorizations needed to make expenditures if deemed necessary by the Committee.

SEC. 6: The Resolution shall take effect and be in force from and after the earliest period allowed by law.

MAYOR

PASSED: _____

ATTEST: _____

CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by _____

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

Commissioner James Vetter _____

Commissioner Paul Simmons _____

Commissioner Kris Lee _____

Commissioner Thomas Hohman _____

Commissioner Frank DeBrosse _____

RESOLUTION NO. R-26-24

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN THE PROGRAM YEAR (PY) 2023 LSO PARTNERSHIP AGREEMENT BY AND BETWEEN THE MIAMI COUNTY BOARD OF COMMISSIONERS, THE CITY OF PIQUA, AND THE CITY OF TROY FOR THE OHIO DEPARTMENT OF DEVELOPMENT (ODOD) LEAD SAFE OHIO (LSO) PROGRAM

WHEREAS, the City of Piqua in conjunction with Miami County and the City of Troy, the Partnering Jurisdictions, will be applying for a \$710,000 LSO Grant comprised of federal American Rescue Plan Act (ARPA) funds; and,

WHEREAS, the Partnership Agreement included herewith as Exhibit A, outlines the program terms and conditions to be satisfied and the responsibilities of both the Applicant/Grantee and the Partnering Jurisdictions; and,

WHEREAS, the Ohio Department of Development requires the governing body of the Applicant/Grantee and the governing body of each Partnering Jurisdiction to authorize the Partnership Agreement.

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

SEC. 1: That the City of Piqua hereby authorizes the City Manager to execute the Partnership Agreement included herewith as Exhibit A and to take the actions necessary to fulfill the terms and conditions and responsibilities of the partnering jurisdiction and described therein.

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

KRIS LEE, MAYOR

PASSED: _____

ATTEST: _____
DIANA TAMPLIN
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 Thomas Hohman _____
- Commissioner Paul Simmons _____
- Commissioner Fran DeBrosse _____
- Commissioner Jim Vetter _____

PY 2023 LEAD SAFE OHIO PROGRAM PARTNERSHIP AGREEMENT

by and between

BOARD OF MIAMI COUNTY COMMISSIONERS

and

CITY OF PIQUA, OHIO

and

CITY OF TROY, OHIO

for the

OHIO DEPARTMENT OF DEVELOPMENT (ODOD)

LEAD SAFE OHIO (LSO) PROGRAM

This **Program Year 2023 Lead Safe Ohio Program Partnership Agreement** (hereinafter referred to as **Partnership Agreement**) is entered into by and between the **Board of Miami County Commissioners, Miami County, Ohio, an Ohio County** (hereinafter referred to as the **Applicant/Grantee**), the **City of Piqua, Ohio, an Ohio Municipal Corporation** (hereinafter referred to as a **Partnering Jurisdiction**), and the **City of Troy, Ohio, an Ohio Municipal Corporation** (hereinafter referred to as a **Partnering Jurisdiction**) for the undertaking of the **PY 2023 Lead Safe Ohio Program** (hereinafter referred to as the LSO Program).

WHEREAS, Applicant/Grantee has received a **\$710,000 Lead Safe Ohio Grant** comprised of federal American Rescue Plan Act (ARPA) funds; and

WHEREAS, the Applicant/Grantee and the Partnering Jurisdictions are willing to mutually form a LSO Program Partnership; and

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

WHEREAS, this Partnership Agreement will remain in effect until the LSO Program activities are completed, all of the funds are expended and the grant is closed out; and

WHEREAS, neither the Applicant/Grantee nor the Partnering Jurisdictions may terminate or withdraw from the Partnership Agreement while it remains in effect; and

WHEREAS, this Partnership Agreement outlines the responsibilities of both the Applicant/Grantee and the Partnering Jurisdictions, including a description of the Applicant/Grantee's oversight process and records availability for monitoring purposes; and

WHEREAS, the governing body of the Applicant/Grantee and the governing bodies of each Partnering Jurisdiction shall authorize the Partnership Agreement;

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

1. Designation of Applicant/Grantee

The Board of Miami County Commissioners is hereby designated the Applicant/Grantee for the Miami County PY 2023 LSO Program funding.

2. Partnering Jurisdictions

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

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

3. Scope of Agreement

PY 2023 LSO Program:

This Partnership Agreement covers all LSO Program funds awarded from by ODOD and remains in effect until the LSO Program activities are completed, all of the funds are expended and the grant is closed out.

The Applicant/Grantee, with assistance from the Partnering Jurisdictions, shall undertake and complete the activities as set forth in the \$710,000 PY 2023 LSO Program Application submitted to ODOD in October 2023.

The initial overall PY2023 LSO Program Budget is established as follows:

The proposed PY2023 LSO Program Budget is established as follows:

Total LSO Program Budget (All Funds) --- \$710,000.

Total PY 2023 LSO Program Grant Request --- \$710,000.

PY 2023 LSO Program Funds Reserved for General Administration and Fair Housing --- \$71,000.

Balance of PY 2023 LSO Program Funds for Project Activities --- \$639,000.

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

LSO Program Funds budgeted for Miami County (Applicant/Grantee)

| Project/Activity – Miami County | LSO Funds | Program Goal |
|--|------------------|----------------|
| Lead Abatement Projects | \$150,000 | 3 Units |
| Lead Safe Renovation Projects | \$ 116,700 | 6 Units |
| General Administration | \$ 35,000 | N/A |
| Total LSO Program Funds Allocated for Miami County: | \$301,700 | 9 Units |

LSO Program Funds budgeted for the City of Piqua (Partnering Jurisdiction)

| Project/Activity – City of Piqua | LSO Funds | Program Goal |
|---|-------------------|----------------|
| Lead Abatement Projects | \$ 50,000 | 1 Unit |
| Lead Safe Renovation Projects | \$136,150 | 7 Units |
| General Administration | \$ 18,000 | N/A |
| Total LSO Program Funds allocated for City of Piqua: | \$ 204,150 | 8 Units |

LSO Program Funds budgeted for the City of Troy (Partnering Jurisdiction)

| Project/Activity – City of Troy | LSO Funds | Program Goal |
|--|------------------|----------------|
| Lead Abatement Projects | \$50,000 | 1 Unit |
| Lead Safe Renovation Projects | \$136,150 | 7 Units |
| General Administration | \$18,000 | N/A |
| Total LSO Program Funds allocated for City of Troy: | \$204,150 | 8 Units |

4. Program Income

LSO Program Activities shall not result in Program Income. All activities shall be conducted as a 100% grant to qualifying property owners.

5. Performance and Monitoring

The Applicant/Grantee assumes the responsibility for program planning, administration, implementation, fiscal obligation, and closeout for the lifetime of the LSO Program grant period, which is estimated to have an effective term of December 1, 2023 through April 30, 2026.

The Applicant/Grantee will manage the grant fund administration and implementation. LSO Program funds allocated by the Applicant/Grantee for the Partnering Jurisdictions are budgeted as shown in Section 3 of this Partnership Agreement based on the Partnership’s planning process. The LSO Program funds budgeted for the Partnering Jurisdictions are not awarded to the Partnering Jurisdictions, but are intended to be utilized for projects that take place within the Partnering Jurisdictions.

The Applicant/Grantee will monitor the performance of Partnering Jurisdictions in terms of goals and performance standards as stated above. Partnering Jurisdictions shall provide Applicant/Grantee all necessary reporting information as required by ODOD in the administration and review of the LSO Program funded activities. Substandard performance as determined by the Applicant/Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Partnering Jurisdiction within a reasonable period of time after being notified by Applicant/Grantee, suspension of funding procedures against the Partnering Jurisdiction will be initiated by Applicant/Grantee.

6. Termination of Agreement

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

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

It is also understood that continued administrative participation by the City of Troy in the Partnership Agreement and the selection of specific projects is subject to Troy City Council approval. Failure to approve any project by the Troy City Council shall not be held against the City of Troy in determining the dollars being allocated to the City of Troy.

7. Prohibition on Subrecipient Agreements

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

8. Partnering Jurisdiction Responsibilities

General Administration and Oversight Process:

- a. Applicant/Grantee will be responsible for executing Grant Agreements with the ODOD for the LSO Program Grant.
- b. The City of Piqua Partnering Jurisdiction will be responsible for undertaking specific projects of the LSO Program Grant that are located within the City of Piqua.
- c. The City of Troy Partnering Jurisdiction will be responsible for undertaking specific projects of the LSO Program Grant that are located within the City of Troy.
- d. Applicant/Grantee will remain responsible for employing administrators and any consultant staff.

Activity Implementation:

- a. Applicant/Grantee will undertake the LSO Program project activities based on need, performance, timeliness, outcome achievement, and availability of funds for all projects not located within a Partnering Jurisdiction.
- b. The City of Piqua Partnering Jurisdiction will undertake its specific projects of the LSO Program Grant that are located within the City of Piqua based on need, performance, timeliness, outcome achievement, and availability of funds.
- c. The City of Troy Partnering Jurisdiction will undertake its specific projects of the LSO Program Grant that are located within the City of Troy based on need, performance, timeliness, outcome achievement, and availability of funds.
- d. Applicant/Grantee, and the Partnering Jurisdictions will undertake its specific projects of the LSO Program Grant in accordance with the commitment deadline established by the ODOD. All Partnering Jurisdictions shall have at least 50% of their funds committed to projects by March 31, 2024. All Partnering Jurisdictions shall have 90% of their funds committed to projects by May 31, 2024. The Partnering Jurisdiction must notify the Applicant/Grantee by April 30, 2024 of any balance of funds the Partnering Jurisdiction predicts it will be unable to commit by May 31, 2024. The Applicant/Grantee reserves the right to reallocate the Partnering Jurisdiction's projected funds to activities of the Applicant/Grantee or another Partnering Jurisdiction.
- e. No mortgages may be placed on properties receiving LSO funds for the repayment of LSO grants. These funds are to be used as a 100% grant to eligible property owners.

Fiscal Obligation:

- a. Applicant/Grantee shall use the LSO Program grant funds solely for the stated purposes set forth in this Partnership Agreement and in the Grant Agreement between the Applicant/Grantee and the ODOD.
- b. The Partnering Jurisdictions shall use the LSO Program grant funds solely for the stated purposes set forth in this Partnership Agreement and in the Grant Agreement between the Applicant/Grantee and the ODOD.
- c. All expenditures of the Applicant/Grantee and the Partnering Jurisdictions shall be supported by contracts, invoices, vouchers and other data as appropriate.
- d. Applicant/Grantee and the Partnering Jurisdictions shall require delivery before payment is made for purchased goods, equipment or services, unless the Applicant/Grantee obtains satisfactory security from the vendor.
- e. LSO Program grant funds shall be deposited and maintained in a separate fund account upon the books and records of the Applicant/Grantee.

Records Availability for Monitoring Purposes:

- a. Applicant/Grantee shall submit to the ODOD all reports as required by the ODOD.
- b. Partnering Jurisdictions shall submit to the Applicant/Grantee all reports as required by the ODOD.
- c. All records of the Applicant/Grantee and the Partnering Jurisdictions pertinent to the activities undertaken as part of this Partnership Agreement shall be maintained in accordance with 24 CFR 570.490 or 570.506, the Grant Agreements with the ODOD and the PY 2023 LSO Program application, which are not attached hereto but are incorporated herein by reference.

Closeout of LSO Program Grant:

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

9. Notices

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

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

Miami County (Applicant/Grantee)

Richard Osgood, Director
Miami County Department of Development
1506 One Stop Court, Suite 6, Troy, Ohio 45373
rosgood@miamicountyohio.gov

City of Piqua (Partnering Jurisdiction)

Paul Oberdorfer, City Manager
City of Piqua
201 West Water Street, Piqua, Ohio 45356
poberdorfer@piquaoh.org

City of Troy (Partnering Jurisdiction)

Patrick Titterington, Director of Public Service and Safety
City of Troy
100 South Market Street, Troy, Ohio 45373
patrick.titterington@troyohio.gov

10. Miscellaneous

Governing Law

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

Forum and Venue

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

Entire Agreement

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

Severability

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

Amendments or Modifications

Any party may at any time during the term of this Partnership Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Plan Submission. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the PY 2023 LSO Program funded activities. Should the parties consent to modification of the Partnership Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

Assignment

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

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

MIAMI COUNTY, OHIO
BOARD OF COUNTY COMMISSIONERS

BY: _____
Gregory A. Simmons, President

BY: _____
Ted S. Mercer, Vice President

BY: _____
Wade H. Westfall, Member

APPROVED AS TO FORM:

Miami County

THE CITY OF PIQUA, OHIO
A MUNICIPAL CORPORATION

BY: _____
Paul Oberdorfer, City Manager

APPROVED AS TO FORM:

City of Piqua

THE CITY OF TROY, OHIO
A MUNICIPAL CORPORATION

BY: _____
Patrick Titterington, Director of Public Service and Safety

APPROVED AS TO FORM:

City of Troy

| | | | | |
|---|--|---|--|----------------------------------|
| MEETING DATE | February 6, 2024 | | | |
| REPORT TITLE | A resolution authorizing the city manager to sign the program year (py) 2023 ISO Partnership Agreement by and between the Miami County Board of Commissioners, the City of Piqua, and the City of Troy for the Ohio Department of Development (ODOD) Lead Safe Ohio (ISO) Program | | | |
| SUBMITTED BY | Chris Schmiesing, Community and Economic Development Director | | | |
| | Development Department | | | |
| AGENDA CLASSIFICATION | <input type="checkbox"/> Consent | <input type="checkbox"/> Ordinance | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Regular |
| APPROVALS/REVIEWS | <input checked="" type="checkbox"/> City Manager | | <input type="checkbox"/> Law Director | |
| | <input checked="" type="checkbox"/> Development Director | | <input type="checkbox"/> Planning Commission | |
| BACKGROUND (Description, background, justification) | <p>The City of Piqua intends to partner with the Miami County Board of Commissioners, and City of Troy to apply to the Ohio Department of Development (ODOD) for funding under the Program Year (PY) 2023 Lead Safe Ohio (LSO) Program. Through this partnership the Miami County Board of Commissioners, City of Troy and the City of Piqua will be applying for \$710,000 LSO Grant comprised of federal American Rescue Plan Act (ARPA) funds. The following eligible CHIP activities have been selected for the City of Piqua:</p> <ul style="list-style-type: none"> • Lead Abatement Projects – 1 unit • Lead Safe Renovation Projects – 7 units | | | |
| BUDGET/FINANCIAL IMPACT (Project costs and funding sources) | Budgeted \$: | \$204,150 (December 2023 – April 2026) | | |
| | Expenditure \$: | \$204,150 (December 2023 – April 2026) | | |
| | Source of Funds: | Federal American Rescue Plan Act (ARPA) funds | | |
| | Narrative: | The total LSO budget for the City of Piqua is \$204,150 for December 2023 through April 2026. | | |
| OPTIONS (Include deny /approval option) | 1. | Pass the resolution to authorize the City Manager to sign the Partnership Agreement. | | |
| | 2. | Deny the resolution and reject the Partnership Agreement. | | |
| PROJECT TIMELINE | LSO Program: Begin 2024 – End 2026 | | | |
| STAFF RECOMMENDATION | Approve the proposed resolution | | | |
| ATTACHMENTS | PY 2023 LSO Program Partnership Agreement | | | |