



**PIQUA CITY COMMISSION MEETING
TUESDAY, MARCH 19, 2024**

5 PM

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

CALL TO ORDER

THE PLEDGE OF ALLEGIANCE

ROLL CALL

ADJOURN TO EXECUTIVE SESSION

ROLL CALL

EXECUTIVE SESSION

The Executive Session is to consider confidential information related to economic development as further defined by Ohio Revised Code Section 121.22(G)(8) or as amended.

ADJOURN FROM EXECUTIVE SESSION

PRESENTATION

Economic Development Update - Chris Schmiesing

PRESENTATION

Public Safety Regional Training Center - Interim Fire Chief Lee Adams & Deputy Chief Dave Thomas

PUBLIC ANNOUNCEMENT

The Eclipse Event on April 8, 2024 - Police Chief Rick Byron

REGULAR PIQUA CITY COMMISSION MEETING

CONSENT AGENDA

1. APPROVAL OF MINUTES

Approval of the Minutes from the March 5, 2024, Regular City Commission Meeting and the March 12, 2024, City Commission Work Session

2. RESOLUTION NO. R-50-24

A resolution appointing a member to the Energy Board

3. RESOLUTION NO. R-51-24

A resolution appointing a member to the Civil Service Commission

NEW BUSINESS

4. RESOLUTION NO. R-52-24

A resolution requesting final legislation to enter into an agreement with the Ohio Department of Transportation (ODOT) for the Looney Road resurfacing project

5. RESOLUTION NO. R-53-24

A resolution authorizing the City Manager to enter into a contract with Springcreek Township to provide EMS and fire services

6. RESOLUTION NO. R-54-24

A resolution authorizing the City Manager to enter into a contract with Washington Township to provide EMS and fire services

7. RESOLUTION NO. R-55-24

A resolution authorizing a donation to the Upper Valley Career Center in Piqua

8. RESOLUTION NO. R-56-24

A resolution authorizing the City Manager to enter into an access agreement with Piqua Improvement Corporation for former power plant

9. RESOLUTION NO. R-57-24

A resolution amending the Joint Use Agreement with Bowling Green State University for the use of the Piqua Fire Training Center

CITY MANAGER'S REPORT

COMMISSIONERS COMMENT

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.)

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)

**PIQUA CITY COMMISSION MEETING MINUTES
TUESDAY, MARCH 5, 2024**

CALL TO ORDER

Piqua City Commission met at 6:00 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.

PUBLIC ANNOUNCEMENT

Caldwell Historic District – Don Smith gave a presentation announcing that the Caldwell Historic District was Nationally recognized February 5, 1985 by the National Park and Department of Interior. They have formed a 501C3 and their mission is to increase awareness of the historic district.

Don Smith also gave an update on tours of Piqua he is leading. Main Street Piqua and the Miami County Visitors Bureau are supporting the tours in an effort to bring people to Piqua. There is a tour for hosts Monday, March 11th and he's hoping they will bring a bus full of people back to take one of the tours of our city.

PRESENTATION

Jan Mulder Award – Kathy Sherman awarded Lieutenant Marco Rodriguez and Lieutenant Randy Giesseman with the Jan Mulder award. Kathy gave the history of how the Jan Mulder award got started. Jan Mulder was on duty as a Piqua Police officer when he was shot on August 11, 1970 responding to a suspicious male at the Ft. Piqua Hotel. Before he died, Officer Mulder was able to fire a shot at his assailant. His memory lives on through this award. Lt. Rodriguez saved the life of an elderly man who was choking in Bob Evans on November 3, 2023 by providing the Heimlich maneuver. He was recommended by Deputy Chief Thomas. Lt. Giesseman carried a child to safety on May 14, 1979 knowing there was a shooter in the house. He was recommended by former Deputy Chief Thomas Higgins.

PRESENTATION

Utilities Department Update – Kevin Krejny gave an update on the utilities department which is made up of Water, Wastewater and Stormwater. He went over the financials, projects and projections for each of these divisions.

PRESENTAION

The Miami Conservancy District – MaryLynn Lodor said that the Miami County Conservatory District is responsible for flood protection. She said they are partnering with Piqua for the Lock 9 project, and it is nice to see so much investment all along the riverway. MaryLynn announced that Piqua will be hosting the Miami County Riverway Summit in April. The MCCD is trying to be more proactive, and they are trying to get additional funding for flood protection. There will be an open house at Hobart Arena on April 2nd from 4 pm-6pm. Commissioner Vetter asked if MaryLynn has reviewed the dam project. Commissioner DeBrosse asked if the MCCD would work with Piqua as they navigate the hydraulic canal. Ms. Lodor said their focus is dams and levees, but they'll do what they can do. Commissioner DeBrosse also asked Ms.

Lodor to clarify how many residents pay for MCCD. Ms. Lodor responded that approximately 20% of residents pay.

REGULAR PIQUA CITY COMMISSION MEETING

CONSENT AGENDA

APPROVAL OF MINUTES

Approval of the Minutes from the February 20, 2024, Regular City Commission Meeting and approval of the Minutes from the February 22, 2024 Special City Commission Meeting

RESOLUTION NO. R-38-24

A resolution appointing a member to the Park Board

RESOLUTION NO. R-39-24

A resolution appointing a member to the Park Board

RESOLUTION NO. R-40 -24

A resolution appointing a member to the Planning Commission

RESOLUTION NO. R-41-24

A resolution appointing a member to the Planning Commission

RESOLUTION NO. R-42-24

A resolution appointing a member to the Board of Zoning Appeals

RESOLUTION NO. R-43-24

A resolution appointing a member to the Board of Zoning Appeals

RESOLUTION NO. R-44-24

A resolution appointing a member to the Commissioner's Committee on the Fire Training facility

RESOLUTION NO. R-45-24

A resolution appointing a member to the Commissioner's Committee on the Fire Training facility

RESOLUTION NO. R-46-24

A resolution appointing a member to the Commissioner's Committee on the Fire Training facility

RESOLUTION NO. R-47-24

A resolution appointing a member to the Commissioner's Committee on the Fire Training facility

RESOLUTION NO. R-48-24

A resolution appointing a member to the Commissioner's Committee on the Fire Training facility

Mayor Lee asked the clerk to announce the names of citizens appointed to the boards and committees.

Commissioner Simmons said he has extreme issues with the way the board members for the Fire Training Facility were appointed. He said not one of the picks one Commissioner made was appointed.

Commissioner Lee said the Commissioner did get to vote though. Commissioner Vetter said that he was comfortable with the voting process.

Danielle Drieling questioned whether the previous Fire Chief should be on the committee. Commissioner Hohman said the previous Fire Chief was not employed during the issue being reviewed.

A motion was made by Commissioner Vetter to approve the Consent Agenda, and Commissioner Hohman seconded the motion. Mayor Lee, Commissioners Hohman, Vetter and DeBrosse were in favor and Commissioner Simmons voted against the consent agenda. The motion passed 4-1.

NEW BUSINESS

RESOLUTION NO. R- 49-24

A resolution authorizing a purchase order to MTech company for the purchase of a new Camel Max 1200 CB Hydro Excavator for the Underground Utilities Department

Introduction: Utilities Director Kevin Krejny stated the Underground Utilities Department is seeking approval to purchase a new Hydro Excavator from MTech Company. This truck is an investment in a piece of equipment that we use heavily for water and sewer cleaning and hydro-excavating, and it should last us at least 20 years. It will replace the 1995 unit we currently have.

We have seen a demo of this truck as well as two others. This one performed the best to meet our needs and is below our budgeted amount for this item. It is being purchased through a cooperative purchasing group, Sourcewell. The City has been a member of Sourcewell for many years and used their joint contracts several times.

Commissioners Comments:

Commissioner DeBrosse asked if consideration was given to just taking funds from the Sewer fund since it is healthier. Kevin said technically you are supposed to charge it to the department where the equipment is being used.

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.

Commissioner Hohman made a motion to amend the agenda and place public comment after the commissioner's comments. Commissioner Lee seconded the motion and the motion was carried unanimously.

CITY MANAGER'S REPORT None

COMMISSIONERS COMMENT

Commissioner Simmons – No comments

Commissioner Hohman – Said he is excited that we are starting to have warmer weather.

Commissioner Vetter – Asked that people be good neighbors and cut their grass. Announced Southview Neighborhood Association will hold a forum March 14 at St Johns Church on educating citizens on

purchasing a home. He announced that the city is putting out materials on proper trash placement. There is a meeting on March 21 regarding Hance Pavilion. There are still a lot of people interested in our parks as Friends of the Parks are considering projects at the park. Commissioner Vetter thanked the Piqua EMS for the excellent service they provided to his home. He announced there would not be a city-wide clean up but if anyone is interested in cleaning up a park, just contact Amy Welker to coordinate. Commissioner DeBrosse – Thanked all applicants who applied to be on a board. It is reaffirming to see all of the new names. With the number of qualified applicants, we could have had 3 committees of 5 for the Fire Safety Training center. Commissioner Lee – Thanked everyone who applied to be on a board and congratulated those that were appointed. Lehman basketball team made it to the tournament.

PUBLIC COMMENT:

Eva Silvers – Said she is having another bike path clean up in approximately a month. Eva announced a Suicide Prevention Dinner on March 7th for veterans.

Adam Seas – Said he could understand how Commissioner Simmons felt by not having the citizens he chose appointed to board and suggested in the future the procedure for choosing board members be laid out ahead of time. Appreciated the commissioners appointing him to the Planning Commission.

Melony Walker – Announced that the downtown will be having an alien themed event for the solar eclipse. Some things being discussed are selfie stations and games for kids. The next planning meeting is Thursday at Appletree Gallery. Kris Lee asked about other events happening in the area and Michelle Perry said that Johnston Farm is having a watch party, the Piqua Center has an event planned, the library has an exhibit set up and Echo Hills Golf Course will host glow golf. Commissioner Hohman said that traffic is expected to be heavy and cautioned everyone to be careful. Commissioner Hohman asked what the city's plans for public safety are and Amy Welker said there was a meeting about that today and she'll make sure a report gets out to the Commissioners.

Jeff Grimes – Mentioned that he noticed that there was clapping during the presentation of the Jan Mulder award, and he thought clapping wasn't allowed. Mayor Lee said there is a difference between clapping and jeering. He thanked Commissioner DeBrosse for starting the committee to look into the battery burning but said Mayor Lee should not be able to vote for a member because he was an employee and Debbie Stein wasn't allowed on the committee because she was an employee. Jeff said everyone that worked the hardest to research the Fire Training Facility, isn't on the committee. Commissioner Lee told him that anyone who wanted to share information could come to the meetings. Commissioner Hohman encouraged them to form their own committee. Jeff Grimes said he would like a special prosecutor to be appointed to investigate. He also Frank DeBrosse was a BGSU alumni. Commissioner Vetter told Jeff that he has been looking into designating the river a Scenic River.

Kim Heisler – Wondered why we spent all this money on a snowplow when some of them just sit in the parking lot. Amy Welker informed her that the plow is removable, and the trucks are used daily. Ms. Heisler said at a previous meeting there was a long-term contract approved for the water tower. She cautioned that using the same vendor can lead to complicity. Kim said that the city should be careful using grant money. She suggested bottling water and selling it.

Dave Hitchings – Asked why it changed from each commissioner being able to pick one committee member.

Dave Smith – Did not make a comment and would not follow the rules. Was asked to leave. Commissioner Hohman asked that everyone keep their language nicer for kids watching or students attending the meeting.

Pam Hawes – Asked how you can expect citizens to cut their grass when the city doesn't cut the grass on properties they own. Commissioner Hohman asked for address of property City needs to cut and Ms. Hawes said that she owns the property now.

Jim Sheats – Congratulated the committee appointees. He asked what the criteria is for getting a street paved. Commissioner Vetter said that is happening now by a contractor driving the streets and prioritizing the streets by condition and budget. Jim Sheats said he feels like the South Side gets ignored. Amy Welker said the pavement preservation plan should be coming out soon. Commissioner Hohman said we are working on the GIS which will show streets that were done and streets on the list to be done. Mr. Sheats asked if we have to pay Troy when they provide Piqua with a ladder truck. Amy Welker said that there is no charge for mutual aide. He said that we all need to work together to bring this town together.

Rus Fashner – Thanked Mayor Lee for enforcing the rules. He said that people are tired of the way citizens are treating the staff and commission.

Danielle Drieling – Thanked Commissioner Hohman for helping her get in touch with someone who assessed a pole that was leaning her alley. Commissioner Hohman said this pole is marked for replacement. He said this is a good example if you see something, say something.

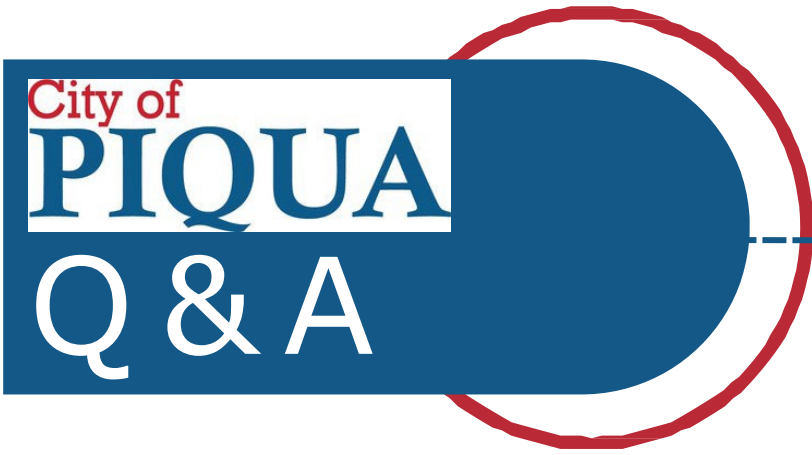
ADJOURNMENT FROM REGULAR MEETING at 8:09 p.m.

A motion was made by Commissioner Hohman to adjourn the meeting, and Commissioner Vetter seconded the motion. All were in favor and the motion was carried unanimously.

KRIS LEE, MAYOR

Passed: _____

Commission Clerk



March 5, 2024

There were no questions asked at the Regular City Commission Meeting on March 5, 2024, that were not answered.



**PIQUA CITY COMMISSION WORK SESSION MINUTES
TUESDAY, MARCH 12, 2024**

CALL TO ORDER

Piqua City Commission met at 4 p.m. in the Municipal Government Complex Commission Chambers located at 201 W. Water Street, Piqua, Ohio.

ROLL CALL

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

PRESENTATION BY CITY MANAGER PAUL OBERDORFER

Mr. Oberdorfer shared a PowerPoint presentation on the Public Safety Regional Training Center, highlighting the training building, the training classroom, and the technical training facility. He briefly reviewed the water, air modeling, and soil sampling results, noting that there are no concerning contamination levels or concerns about long-term health conditions. Mr. Oberdorfer talked about how the former water treatment plant site will be recommissioned for use as a public safety training center through a modified Joint Use Agreement with Bowling Green State University.

REVISIONS OF BOWLING GREEN STATE UNIVERSITY JOINT USER AGREEMENT

Introduction: Law Director Frank Patrizio provided a history of the agreement with BGSU. The original Memorandum of Understanding (MOU) was authorized by the Commission in 2018 for training, along with fire research and development at the former water treatment plant site. A new MOU, along with a new Joint User Agreement (JUA), was then authorized by the Commission in July 2021 for training, fire research and development. Mr. Patrizio then talked about the amendments to be made to the 2021 MOU & JUA, in particular to remove the research and development portion of the agreement. He said that the City and BGSU are no longer interested in battery testing, only fire suppression techniques and certification training. The 2024 revisions will not allow any burning of batteries or testing of batteries.

Commissioners Comments: Commissioner Hohman reiterated that this revision will remove the language that allowed research and development for experimental battery burning and testing. He said that the Commission will also be creating specific restrictions as to what can be burned in the city limits, and he emphasized that the facility will be utilized as it was intended originally.

PRESENTATION BY INTERIM FIRE CHIEF ADAMS

Introduction: Interim Fire Chief Lee Adams shared a PowerPoint presentation on how training sharpens his fire crew's abilities to protect the citizens of Piqua and to reduce the incidence of injuries to his firefighters. He explained that many rescue techniques are not taught in the basic level skills training and

stressed the importance of live fire training in order to learn fire behavior and thermal imaging. Chief Adams also commented that 14 of the 24 Piqua firefighters have less than one year of experience at the Piqua Fire Department. He shared the benefits of the JUA to Piqua Fire, including opportunities to partner with UVCC, which would increase the pipeline of future firefighter candidates.

Commissioners Comments: Commissioner Simmons suggested possible use of the training facility by the County EMA for “live site training” in the future.

Commissioner DeBrosse asked where training currently occurs, to which Chief Adams replied that they do have access sometimes to Troy Fire Station #2 located on Troy-Sidney Road and can use existing buildings in Piqua if available and appropriate for specific trainings, but mostly the firefighters must travel for training. Commissioner DeBrosse also asked Firefighter Tyler Beard how this training helps. Firefighter Beard said that having a training facility nearby would be a tremendous help, as the crew will not have to travel out of the area for training sessions. Having their own training facility will also allow strategic team planning and for training to happen more frequently while the crew is still in service.

Mayor Lee asked if the firefighters were afraid to be at the public safety training center; Firefighter Beard responded that they are not afraid to train there, they have reviewed the testing results and are comfortable moving forward, and that it would save the city extra travel costs.

PRESENTATION BY DEPUTY CHIEF THOMAS

Introduction: Deputy Chief Dave Thomas expressed the Piqua Police Department’s critical need for a training facility, as there are not many sites to use. Currently, the police crew must travel for training, which causes staffing issues. This training facility would allow for more training more often. Deputy Chief Thomas shared that the majority of his staff have less than 5 years of experience, indicating a great need for more efficient, more frequent training opportunities. Training at this site would include both patrol training and tactical response team training.

PUBLIC COMMENT

Jeff Lange talked about the types of burning allowed at the public safety training site and asked that signs be posted when burns occur. He also wanted to confirm that BGSU cannot use the chlorine building space any longer.

Diana Parke expressed concerns that the city did not test for everything at the site. She is concerned with contaminants in the water there as well.

Debbie Stein stated that dioxins are a heinous poison and would like the city to test for dioxins at the site.

ADJOURNMENT at 5 p.m.

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

KRIS LEE, MAYOR

Passed: _____

Attest: _____

MELISSA KINNEY, COMMISSION CLERK

RESOLUTION NO. R-50-24
A RESOLUTION APPOINTING A MEMBER TO THE ENERGY BOARD

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

- SEC. 1: Matthew Drapp is hereby appointed as a member of the Energy Board for a five-year term to expire on March 1, 2029, or until a successor is confirmed and qualified;
- SEC. 2: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

KRIS LEE, MAYOR

PASSED: _____

ATTEST: _____
MELISSA KINNEY
CLERK OF COMMISSION

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

Mayor Kris Lee	_____
Commissioner Frank DeBrosse	_____
Commissioner Thomas Hohman	_____
Commissioner Paul Simmons	_____
Commissioner Jim Vetter	_____

RESOLUTION NO. R-51-24
A RESOLUTION APPOINTING A MEMBER
TO THE CIVIL SERVICE COMMISSION

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: Jerry Fogt is hereby appointed as a member of the Civil Service Commission for a three-year term to expire on March 1, 2027, or until his successor is confirmed and qualified;

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

KRIS LEE, MAYOR

PASSED: _____

ATTEST: _____
MELISSA KINNEY
CLERK OF COMMISSION

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

Mayor Kris Lee	_____
Commissioner Frank DeBrosse	_____
Commissioner Thomas Hohman	_____
Commissioner Paul Simmons	_____
Commissioner Jim Vetter	_____

Commission Agenda Staff Report

MEETING DATE	March 19, 2024		
REPORT TITLE	A Resolution requesting Final Legislation to enter into an Agreement with the Ohio Department of Transportation (ODOT) for the Looney Road Resurfacing Project.		
SUBMITTED BY	Name & Title: Kyle Hinkelman, Community Services Director		
	Department: Community Services 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 checked="" type="checkbox"/> Department Director		<input type="checkbox"/> Other:
BACKGROUND	<p>The City Commission approved the Preliminary Legislation on August 2, 2023, for the Engineering Department to continue working with ODOT to get the resurfacing of Looney Road completed. The project will begin at E. Ash Street (US-36) and continue to N. County Road 25-A.</p> <p>The project will consist of the milling and resurfacing of the existing pavement, as well as new pavement markings along the entire project. The project will also include some necessary ADA Curb Ramp installations.</p> <p>ODOT will be completing the project design, the project bidding, and the construction inspection for this project.</p>		
BUDGETING AND FINANCIAL IMPACT	Budgeted \$:	\$ 1,123,762	
	Expenditure \$:	\$141,020.00	
	Source of Funds:	103-105-850-7430 – Any City Cost Not Covered by Grants ODOT/FHWA Grant, OPWC Grant	
	Narrative:	The current construction estimate is \$897,035.20. The local portion the City of Piqua will be responsible for is approximately \$141,020.00 of the project cost, which is projected to be currently covered by the OPWC Grant.	
OPTIONS	1.	Approve the resolution to enter into an agreement with ODOT to begin the bidding process.	
	2.	Do not approve the resolution and do not have ODOT complete the resurfacing project.	
PROJECT TIMELINE	This project is scheduled for construction to begin in the Summer of 2024.		

STAFF RECOMMENDATION	Approve the resolution to allow for ODOT to complete the Looney Road Resurfacing Project.
REASON FOR SELECTING CONSULTANT/COMPANY	N/A
ATTACHMENTS	Exhibit A – Final Legislation and Contract

RESOLUTION NO. R-52-24

A RESOLUTION REQUESTING FINAL LEGISLATION TO ENTER INTO AN AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE LOONEY ROAD RESURFACING PROJECT

The following Final Resolution enacted by the City of Piqua, hereinafter referred to as the Legislative Authority or Local Public Agency (LPA), in the matter of the stated described project.

WHEREAS, on the 2nd day of August 2023, the LPA enacted legislation proposing cooperation with the Director of Transportation for the described project:

The project consists of improvements to Looney Road from U.S. 36 to North Country Road (C.R. 25A), including pavement planning, resurfacing, pavement marking, sidewalk, and curb ramp upgrades, lying within the City of Piqua; and

WHEREAS, the LPA shall cooperate with the Director of Transportation in the above described project as follows:

The City agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement within the city limits, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U. S. Department of Transportation.

In view of the fact that the LPA's share of the project is now estimated in the amount of One Hundred Forty-One Thousand Twenty and - - - 00/100 Dollars, (\$141,020.00) LESS OPWC in the amount of One Hundred Forty-One Thousand Twenty and - - - 00/100 Dollars, (\$141,020.00) leaving a balance of Zero and - - - 00/100 Dollars, (\$0.00), therefore, the City will not be required to deposit any funds at this time. The LPA's ultimate share of the cost will be determined when final actual costs and allocations are determined.

WHEREAS, The Director of Transportation has approved said legislation proposing cooperation and has caused to be made plans and specifications and an estimate of cost and expense for improving the above-described highway and has transmitted copies of same to this legislative authority; and

WHEREAS, This legislative authority desires the Director of Transportation to proceed with the aforesaid highway improvement.

NOW, THEREFORE, be it resolved:

SEC. 1: That the LPA hereby requests the Director of Transportation to proceed with the aforesaid highway improvement.

SEC. 2: That the LPA enter into a contract with the State, and that the City Manager be, and is hereby authorized, to execute said contract for improving the described project.

SEC. 3: That the LPA transmit to the Director of Transportation a fully-executed copy of this Resolution.

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: _____
MELISSA KINNEY
CLERK OF COMMISSION

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

Mayor Kris Lee _____

Commissioner Frank DeBrosse _____

Commissioner Jim Vetter _____

Commissioner Paul Simmons _____

Commissioner Thomas Hohman _____

FINAL RESOLUTION

The following Final Resolution enacted by the City of **Piqua**, hereinafter referred to as the Legislative Authority or Local Public Agency (LPA), in the matter of the stated described project.

WHEREAS, on the **2nd day of August 2023**, the LPA enacted legislation proposing cooperation with the Director of Transportation for the described project:

The project consists of improvements to Looney Road from U.S. 36 to North Country Road (C.R. 25A), including pavement planing, resurfacing, pavement marking, sidewalk, and curb ramp upgrades, lying within the City of Piqua; and

WHEREAS, the LPA shall cooperate with the Director of Transportation in the above described project as follows:

The City agrees to assume and bear one Hundred percent (100%) of the entire cost of the improvement within the city limits, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U. S. Department of Transportation.

In view of the fact that the LPA's share of the project is now estimated in the amount of **One Hundred Forty-One Thousand Twenty and - - - - 00/100 Dollars, (\$141,020.00) LESS OPWC in the amount of One Hundred Forty-One Thousand Twenty and - - - - 00/100 Dollars, (\$141,020.00) leaving a balance of Zero and - - - - 00/100 Dollars, (\$0.00)**, therefore, the City will not be required to deposit any funds at this time. The LPA's ultimate share of the cost will be determined when final actual costs and allocations are determined.

WHEREAS, The Director of Transportation has approved said legislation proposing cooperation and has caused to be made plans and specifications and an estimate of cost and expense for improving the above described highway and has transmitted copies of same to this legislative authority; and

WHEREAS, This legislative authority desires the Director of Transportation to proceed with the aforesaid highway improvement.

NOW, THEREFORE, be It resolved:

- I. That the LPA hereby requests the Director of Transportation to proceed with the aforesaid highway improvement.

- II. That the LPA enter into a contract with the State, and that the **City Manager** be, and is hereby authorized to execute said contract for improving the described project.

- III. That the LPA transmit to the Director of Transportation a fully executed copy of this Resolution.

This is to certify that we have compared the foregoing copy of Resolution with the original record thereof, found in the record of the proceedings of the LPA, and which Resolution was duly passed by the LPA on the _____ day of _____, 20____, and that the same is a true and correct copy of the record of said Resolution and the action of said LPA thereon.

We further certify that said Resolution and the action of said LPA thereon is recorded in the journal of said LPA in Volume _____, at Page _____, and under date of _____, 20____.

Legislative Authority of the
City of **Piqua**

City Manager

Clerk (Secretary Ex-Officio)

SEAL
(If Applicable)

C O N T R A C T
(Chapter 5521, Ohio Revised Code)

This contract is made by and between the State of Ohio, Department of Transportation, acting through its director (hereinafter referred to as the "STATE"), 1980 West Broad Street, Columbus, Ohio 43223, and the City of **Piqua**, (hereinafter referred to as the Legislative Authority or Local Public Agency (LPA)).

WITNESSTH:

WHEREAS, Chapter 5521 of the Ohio Revised Code provides that the legislative authority may cooperate with the STATE in a highway project made by and under the supervision of the Director of Transportation; and

WHEREAS, through the enactment of preliminary legislation, the LPA and the STATE have agreed to cooperate in the highway project described below; and

WHEREAS, in accordance with the final legislation, the LPA hereby enters into this contract with the STATE to provide for payment (if applicable) of the agreed portion of the cost of the highway project and any additional obligations for the highway project described below.

NOW, THEREFORE, in consideration of the premises and the performances of mutual covenants hereinafter set forth, it is agreed by parties hereto as follows:

SECTION I: **RECITALS**

The foregoing recitals are hereby incorporated as a material part of this contract.

SECTION II: **PURPOSE**

The purpose of this contract is to set forth requirements associated with the highway project described below (hereinafter referred to as the "PROJECT") and to establish the responsibilities for the administration of the PROJECT by the LPA and the STATE.

SECTION III: **LEGAL REFERENCES**

This contract is established pursuant to Chapter 5521 of the Ohio Revised Code.

SECTION IV: SCOPE OF WORK

The work to be performed under this contract shall consist of the following:

The project consists of improvements to Looney Road from U.S. 36 to North Country Road (C.R. 25A), including pavement planing, resurfacing, pavement marking, sidewalk, and curb ramp upgrades, lying within the City of Piqua.

SECTION V: FINANCIAL PARTICIPATION

1. The STATE agrees to provide the necessary funds as enumerated in this section and allowed by law for the financing of this project.
2. The STATE may allocate the money contributed (if applicable) by the LPA in whatever manner it deems necessary in financing the cost of construction, right-of-way, engineering, and incidental expenses, notwithstanding the percentage basis of contribution by the LPA.
3. The total cost and expenses for the project are only an estimate and the total cost and expenses may be adjusted by the STATE. If any adjustments are required, payment of additional funds shall correspond with the percentages of actual costs when said actual costs are determined, and as requested, by the Director of Transportation.
4. In view of the fact that the LPA's share of the project is now estimated in the amount of **One Hundred Forty-One Thousand Twenty and - - - - 00/100 Dollars, (\$141,020.00) LESS OPWC in the amount of One Hundred Forty-One Thousand Twenty and - - - - 00/100 Dollars, (\$141,020.00) leaving a balance of Zero and - - - - 00/100 Dollars, (\$0.00)**, therefore, the City will not be required to deposit any funds at this time. The LPA's ultimate share of the cost will be determined when final actual costs and allocations are determined.
5. **The City agrees to assume and bear one Hundred percent (100%) of the entire cost of the improvement within the city limits, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U. S. Department of Transportation.**
6. The LPA agrees to assume and bear One Hundred Percent (100%) of the cost of any construction items required by the LPA on the entire project, which are not necessary for the improvement, as determined by the State and Federal Highway Administration.
7. The LPA agrees that change orders and extra work contracts required fulfilling the construction contracts shall be processed as needed. The STATE shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

SECTION VI: RIGHT-OF-WAY AND UTILITIES

1. The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.
2. The LPA agrees that all utility accommodation, relocation, and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual, including that:
 - A. Arrangements have been or will be made with all utilities where facilities are affected by the described PROJECT, that the utilities have agreed to make all necessary removals and/or relocations to clear any construction called for by the plans of this PROJECT, and that the utilities have agreed to make the necessary removals and/or relocations after notification by the LPA or STATE.
 - B. The LPA shall, at its own expense, make all removals and/or relocations of publicly-owned utilities which do not comply with the reimbursement provisions of the ODOT Utilities Manual. Publicly-owned facilities which do comply with the reimbursement provisions of the ODOT Utilities Manual will be removed and/or relocated at project expense, exclusive of betterments.
 - C. The removals and/or relocation of all utilities shall be done in such a manner as not to interfere with the operation of the contractor constructing the PROJECT and that the utility removals and/or relocations shall be approved by the STATE and performed in accordance with the provisions of the ODOT Construction and Materials Specifications.

SECTION VII: ADDITIONAL PROJECT OBLIGATIONS

1. The STATE shall initiate the competitive bid letting process and award the PROJECT in accordance with ODOT's policies and procedures.
2. The LPA agrees:
 - A. To keep said highway open to traffic at all times;

- B. To maintain for the PROJECT in accordance with the provisions of the statutes relating thereto, including, but not limited to, Title 23, U.S.C., Section 116;
- C. To make ample financial and other provisions for such maintenance of the PROJECT after its completion;
- D. To maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the STATE and hold said right-of-way inviolate for public highway purposes;
- E. To place and maintain all traffic control devices conforming to the Ohio Manual of Uniform Traffic Control Devices on the project in compliance with the provisions of Section 4511.11 of the Ohio Revised Code;
- F. To regulate parking in accordance with Section 4511.66 of the Ohio Revised Code, unless otherwise controlled by local ordinance or resolution.

SECTION VIII: DISPUTES

In the event that any disputes arise between the STATE and LPA concerning interruption of or performance pursuant to this contract, such disputes shall be resolved solely and finally by the Director of Transportation.

SECTION IX: NOTICE

Notice under this contract shall be directed as follows:

**City of Piqua
201 West Water Street
Piqua, Ohio
45356**

Ohio Department of Transportation
Office of Contract Sales & Estimating
1980 West Broad Street, 4th Floor
Columbus, Ohio 43223

SECTION X: FEDERAL REQUIREMENTS

1. In carrying out this contract, LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, or age. LPA will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin (ancestry), disability, genetic information, or age (40 years or older), sexual orientation, or military status (past, present, future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.

2. To the extent necessary under Ohio law, LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. LPA will, in all solicitations or advertisements for employees placed by or on behalf of LPA, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, future). If applicable, the LPA shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
3. LPA agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. LPA shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the Contractor's compliance with Title VI.

SECTION XI: GENERAL PROVISIONS

1. This contract constitutes the entire contract between the parties. All prior discussions and understandings between the parties are superseded by this contract.
2. Neither this contract 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.
3. Any change to the provisions of this contract must be made in a written amendment executed by both parties.
4. This contract and any claims arising out of this contract shall be governed by the laws of the State of Ohio. Any provision of this contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this contract 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 the STATE is a party to any litigation arising out of or relating in any way to this contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
5. All financial obligations of the State of Ohio, as provided in this contract, are subject to the provisions of Section 126.07 of the Ohio Revised Code. The financial obligations of the State of Ohio shall not be valid and enforceable unless funds are appropriated by the Ohio General Assembly and encumbered by the STATE. Additionally, it is understood that this financial obligation of the LPA shall not be valid and enforceable unless funds are appropriated by the LPA's legislative body.

- 6. This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.
- 7. LPA agrees that it is 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 Ohio Revised Code.

SECTION XII: SIGNATURES

Any person executing this contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this contract on such principal behalf.

Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile signature on any other party delivered in such a manner as if such signature were an original.

IN WITNESS THEREOF, the parties hereto have caused this contract to be duly executed in duplicate.

SEAL
(If Applicable)

**OHIO DEPARTMENT OF
TRANSPORTATION**

**LOCAL PUBLIC AGENCY
City of Piqua**

Director of Transportation

City Manager

Date

Approved:
Dave Yost
Attorney General of Ohio

By: _____
Corinna Efke
Unit Coordinator, Transportation
Executive Agencies Section

RESOLUTION NO. R-53-24

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH SPRINGCREEK TOWNSHIP TO PROVIDE EMS AND FIRE SERVICES

WHEREAS, the City Administration and Springcreek Township Trustees have reached an agreement, which provides that the Piqua Fire Department will continue to serve the citizens of Springcreek Township with Fire and EMS services for a period of three years; said agreement is attached as Exhibit A 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:

SECTION 1. The City Manager is hereby authorized to enter into the agreement to provide Fire and Ambulance Service between the City of Piqua and Springcreek Township, Miami County, Ohio, attached as Exhibit A.

SECTION 2. This resolution shall take effect and be in force from the earliest period allowed by law.

KRIS LEE, MAYOR

PASSED: _____

ATTEST: _____
MELISSA KINNEY
CITY COMMISSION CLERK

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 Thomas Hohman _____
Commissioner Paul Simmons _____
Commissioner Jim Vetter _____

AGREEMENT TO PROVIDE FIRE AND AMBULANCE SERVICE
BETWEEN THE CITY OF PIQUA AND SPRINGCREEK TOWNSHIP, MIAMI
COUNTY, OHIO

**ARTICLE I
PARTIES**

The parties to this instrument are the City of Piqua, Miami County, Ohio (“City”), and Springcreek Township, Miami County, Ohio (“Township”).

**ARTICLE II
PURPOSE**

The City of Piqua and Springcreek Township believe it is important to provide, professional and highly trained fire and EMS providers to the citizens of Springcreek Township. Further, the parties recognize that the costs of fire and EMS services have increased over time, and it is necessary to increase the amount of fees charged to the Township.

**ARTICLE III
AGREED SERVICES**

The City of Piqua agrees to provide Fire and EMS services to the entire territory covering Springcreek Township, Miami County, Ohio pursuant to the following terms and conditions:

- a. Beginning the 1st day of January 2024 and continuing through December 31, 2026, the city’s fire department and EMS provider shall answer all fire and EMS calls from the Township to provide the necessary fire equipment or medical units and qualified staff as determined by the city’s fire chief or other senior officer then in charge of the Piqua Fire Department; the Chief or other senior officer then in charge shall have sole and absolute discretion to determine what equipment and staff shall be necessary to answer the Township call for service.
- b. The City shall make available for EMS service and fire protection all necessary fire equipment and ambulances to answer such calls from the Township and answer said calls promptly, unless said equipment and staff is engaged in fire or EMS services within the city of Piqua or Washington Township, Miami County, Ohio.
- c. In circumstances where the Piqua Fire Department does not have Fire or Ambulance service available or when available, a higher priority call is received by the Piqua Fire Department, the City may request that one of its mutual aid providers assist with the servicing of the Township call.

- d. At any and all times, the Fire Chief or senior officer then in charge shall have sole and absolute discretion to reallocate and/or recall any equipment or staff dispatched to the Township to answer other calls received by the Piqua Fire Department.

ARTICLE IV LIABILITY INSURANCE

Each party shall notify their liability carrier for purposes of obtaining their own necessary insurance as neither party is responsible for insuring the other party. Nothing in the performance of this Agreement shall impose liability for claims against the Township or the City for the duties performed by the Fire and EMS personnel. Each party shall be responsible for its own actions under the terms of this Agreement.

ARTICLE V FEES

For the above-described services, the board of Trustees of Springcreek Township agrees to pay the City of Piqua the following sums, payable biannually on April 30th and November 30th.

- a. During the calendar year 2024, the sum of **one hundred and seventy-one thousand, three hundred and ninety-six dollars (\$171,396)**.
- b. During the calendar year 2025, the sum of **two hundred and fifty-six thousand, thirty-four dollars (\$256,034)**.
- c. During the calendar year 2026, the sum of **three hundred and fifty-eight thousand, four hundred and forty-seven dollars (\$358,447)**.

**ARTICLE VI
POLICIES AND PROCEDURES**

Approval. Each of the authorized signatories acknowledges that the above-stated agreement has been approved by the appropriate legislative authority for the City or Township, respectfully, and he has the authority to execute this agreement.

Marketing. Prior to any media releases by the Township regarding the designation of the Fire Department as the designated First Responder for the Township, the City shall be given notice of the media release and an opportunity to review the release.

Governing Policy. The policies and procedures of the City of Piqua and the Piqua Fire Department shall govern the Fire Department employees in the performance of their duties.

Access to property. Piqua Fire Department personnel shall have unfettered access to the property served during the performance of its duties under this contract.

Assignability. This Agreement shall not be assignable by either party.

Term. The term of this Agreement shall be for the calendar years beginning January 2024 through January 202__.

This Agreement has been executed by the representatives of each party on the dates indicated below.

CITY OF PIQUA, OHIO

SPRINGCREEK TOWNSHIP

By: _____
L. Paul Oberdorfer, City Manager

Dated: _____, 2024

By: _____
Thomas Hill, President

Dated: _____, 2024

RESOLUTION NO. R-54-24

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH WASHINGTON TOWNSHIP TO PROVIDE EMS AND FIRE SERVICES

WHEREAS, the City Administration and Washington Township Trustees have reached an agreement, which provides that the Piqua Fire Department will continue to serve the citizens of Washington Township with Fire and EMS services for a period of three years; said agreement is attached as Exhibit A 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:

SECTION 1. The City Manager is hereby authorized to enter into the agreement to provide Fire and Ambulance Service between the City of Piqua and Washington Township, Miami County, Ohio, attached as Exhibit A.

SECTION 2. This resolution shall take effect and be in force from the earliest period allowed by law.

KRIS LEE, MAYOR

PASSED: _____

ATTEST: _____

MELISSA KINNEY
CITY COMMISSION CLERK

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 Thomas Hohman	_____
Commissioner Paul Simmons	_____
Commissioner Jim Vetter	_____

AGREEMENT TO PROVIDE FIRE AND AMBULANCE SERVICE
BETWEEN THE CITY OF PIQUA AND WASHINGTON TOWNSHIP, MIAMI
COUNTY, OHIO

**ARTICLE I
PARTIES**

The parties to this instrument are the City of Piqua, Miami County, Ohio (“City”), and Washington Township, Miami County, Ohio (“Township”).

**ARTICLE II
PURPOSE**

The City of Piqua and Washington Township believe it is important to provide, professional and highly trained fire and EMS providers to the citizens of Washington Township. Further, the parties recognize that the costs of fire and EMS services have increased over time, and it is necessary to increase the amount of fees charged to the Township.

**ARTICLE III
AGREED SERVICES**

The City of Piqua agrees to provide Fire and EMS services to the entire territory covering Washington Township, Miami County, Ohio pursuant to the following terms and conditions:

- a. Beginning the 1st day of January 2024 and continuing through December 31, 2026, the city’s fire department and EMS provider shall answer all fire and EMS calls from the Township to provide the necessary fire equipment or medical units and qualified staff as determined by the city’s fire chief or other senior officer then in charge of the Piqua Fire Department; the Chief or other senior officer then in charge shall have sole and absolute discretion to determine what equipment and staff shall be necessary to answer the Township call for service.
- b. The City shall make available for EMS service and fire protection all necessary fire equipment and ambulances to answer such calls from the Township and answer said calls promptly unless said equipment and staff is engaged in fire or EMS services within the city of Piqua or Washington Township, Miami County, Ohio.
- c. In circumstances where the Piqua Fire Department does not have Fire or Ambulance service available or when available, a higher priority call is received by the Piqua Fire Department, the City may request that one of its mutual aid providers assist with the servicing of the Township call.

- d. At any and all times, the Fire Chief or senior officer then in charge shall have sole and absolute discretion to reallocate and/or recall any equipment or staff dispatched to the Township to answer other calls received by the Piqua Fire Department.

ARTICLE IV LIABILITY INSURANCE

Each party shall notify their liability carrier for purposes of obtaining their own necessary insurance as neither party is responsible for insuring the other party. Nothing in the performance of this Agreement shall impose liability for claims against the Township or the City for the duties performed by the Fire and EMS personnel. Each party shall be responsible for its own actions under the terms of this Agreement.

ARTICLE V FEES

For the above-described services, the board of Trustees of Washington Township agrees to pay the City of Piqua the following sums, payable biannually on April 30th and November 30th.

- a. During the calendar year 2024, the sum of **one hundred and fifty thousand dollars (\$150,000)**.
- b. During the calendar year 2025, the sum of **one hundred ninety-five, six hundred and ninety-six dollars (\$195,696)**.
- c. During the calendar year 2026, the sum of **two hundred thirty-nine thousand, one hundred thirty-six dollars (\$239,136)**.

**ARTICLE VI
POLICIES AND PROCEDURES**

Approval. Each of the authorized signatories acknowledges that the above-stated agreement has been approved by the appropriate legislative authority for the City or Township, respectfully, and he has the authority to execute this agreement.

Marketing. Prior to any media releases by the Township regarding the designation of the Fire Department as the designated First Responder for the Township, the City shall be given notice of the media release and an opportunity to review the release.

Governing Policy. The policies and procedures of the City of Piqua and the Piqua Fire Department shall govern the Fire Department employees in the performance of their duties.

Access to property. Piqua Fire Department personnel shall have unfettered access to the property served during the performance of its duties under this contract.

Assignability. This Agreement shall not be assignable by either party.

Term. The term of this Agreement shall be for the calendar years beginning January 2024 through January 2026.

This Agreement has been executed by the representatives of each party on the dates indicated below.

CITY OF PIQUA, OHIO

WASHINGTON TOWNSHIP

By: _____
L. Paul Oberdorfer, City Manager

Dated: _____, 2024

By: _____
Jeff Lange, Chairman

Dated: _____, 2024

**Commission Agenda
Staff Report**

MEETING DATE	March 19, 2024		
REPORT TITLE	A resolution authorizing a donation to the Upper Valley Career Center in Piqua		
SUBMITTED BY	Name & Title: Paul Brown – Asst. Fire Chief		
	Department: Fire		
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"/> Finance Director
	<input checked="" type="checkbox"/> Department Director		<input type="checkbox"/> Law Director
			<input type="checkbox"/> Other:
BUDGETING AND FINANCIAL IMPACT	Budgeted \$:	n/a	
	Expenditure \$:	n/a	
	Source of Funds:	n/a	
	Background & Narrative:	<p>The Fire Department would like to donate old fire gear to Upper Valley Career Center for the use of their First Responder’s Academy, which is Junior and Senior high school students. This fire gear has reached the end of its service life and no longer meets structural firefighting standards.</p> <p>I also consulted with the City Manager to move forward with this request for Commission’s consideration.</p>	
OPTIONS	1.	Approve the Resolution as presented.	
	2.	Do not approve the Resolution as presented and the equipment will be sold on Govdeals.	
PROJECT TIMELINE	ASAP		
STAFF RECOMMENDATION	The Fire Department recommends passage of the Resolution.		
REASON FOR SELECTING CONSULTANT/COMPANY	Benefits the local community		
ATTACHMENTS	N/A		

RESOLUTION NO. R-55-24

**A RESOLUTION AUTHORIZING A DONATION TO
THE UPPER VALLEY CAREER CENTER IN PIQUA**

WHEREAS, The Upper Valley Career Center in Piqua provides learning opportunities in the City; and

WHEREAS, the City and its residents can benefit from the variety of programs offered at Upper Valley Career Center in Piqua; and

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

SEC. 1: The City Manager is hereby authorized to donate turnout gear from the Piqua Fire Department to Upper Valley Career Center in Piqua in 2024 for the fire training program.

SEC. 2: There is a public benefit to the donation of this equipment to facilitate the City's continued community support.

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: _____
MELISSA KINNEY
CLERK OF COMMISSION

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

Mayor Kris Lee _____

Commissioner Thomas Hohman _____

Commissioner James Vetter _____

Commissioner Paul Simmons _____

Commissioner Frank DeBrosse _____

Commission Agenda Staff Report

MEETING DATE	March 19, 2024		
REPORT TITLE	A resolution authorizing the City Manager to enter into an Access Agreement with Piqua Improvement Corporation for the former Power Plant		
SUBMITTED BY	Name & Title: Chris Schmiesing, Economic Development Director		
	Department: Development		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Finance Director
	<input checked="" type="checkbox"/> Department Director		<input checked="" type="checkbox"/> Law Director
BACKGROUND	This resolution allows the City Manager to enable the Piqua Improvement Corporation to submit an application for funding from the Ohio Brownfield Remediation Program to perform a remediation project to remove the asbestos-containing materials from the former power plant building. Removal of the asbestos-containing materials will better position the building for potential adaptive reuse opportunities in the future.		
BUDGETING AND FINANCIAL IMPACT	Budgeted \$:	\$2,602,500 Ohio Brownfield Remediation Program grant \$867,500 Local match (to be reappropriated in current budget or budgeted in 2025 upon grant funding being awarded)	
	Expenditure \$:	\$3,470,000	
	Source of Funds:	Ohio Brownfield Remediation Program, Piqua Power System	
	Narrative:	The terms of the Ohio Brownfield Remediation Program allow for the grant to be up to 75% of the total project cost. IF awarded, the Piqua Power System would provide the required 25% local match.	
OPTIONS	1.	Adopt the Resolution.	
	2.	Defeat the Resolution.	
PROJECT TIMELINE	April 1, 2024 – Application due Q3 2024 – Awards announced		
STAFF RECOMMENDATION	Adopt the resolution to authorize the funding request to move forward		

REASON FOR SELECTING CONSULTANT/COMPANY	N/A
ATTACHMENTS	PACE; Access Agreement

RESOLUTION NO. R-56-24

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ACCESS AGREEMENT WITH PIQUA IMPROVEMENT CORPORATION FOR FORMER POWER PLANT

WHEREAS, an environmental site assessment of the former power plant located at 919 S. Main Street identified asbestos containing materials within the building; and,

WHEREAS, it is the desire of the City of Piqua to have the asbestos containing material removed; and,

WHEREAS, the Piqua Improvement Corporation is eligible to submit an application requesting funding from the Ohio Brownfield Remediation Program to perform an environmental remediation project; and,

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

SEC. 1: The City Manager is authorized to execute an access agreement, and any other similar document as may be necessary, to enable the Piqua Improvement Corporation to submit an application requesting funding from the Ohio Brownfield Remediation Program to perform an environmental remediation project at the former power plant located at 919 S. Main Street in Piqua, Ohio; and

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: _____
MELISSA KINNEY
CLERK OF COMMISSION

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

Mayor Kris Lee _____
Commissioner Thomas Hohman _____
Commissioner Jim Vetter _____
Commissioner Frank DeBrosse _____
Commissioner Paul Simmons _____

Abatement Cost Estimates

Former Piqua Power Plant Property
919 South Main Street, Piqua, Ohio

Company/Activity	Cost
T&M Associates	\$ 50,000
Preparation of abatement contractor bidding documents	
Issuance of the bid documents and review of bids received	
Recommendation to the PIC on contractor selection based on bid reviews	
Subcontracting with the selected abatement contractor for the work	
Coordination with the PIC and abatement contractor on project startup prerequisites	
Oversight and direction of the abatement contractor/daily log of activities	
Preparation of weekly progress reports to the PIC	
Sign-off and approval of work completed	
Preparation of closeout documents and report	
City of Piqua	\$ 10,000
Grant Administration	
Asbestos Abatement Contractor	\$ 3,410,000
Asbestos Abatement	
TOTAL COST	\$ 3,470,000
Required 25% Match	\$ 867,500
Grant Amount Request	\$ 2,602,500

GRANT OF RIGHT OF ENTRY, CONSENT TO ASBESTOS ABATEMENT, AND RELEASE FROM LIABILITY

This access agreement (“Agreement”) is entered between the PIQUA IMPROVEMENT CORPORATION, (the “PIC” including their representatives and contractors and PIQUA MUNICIPAL POWER SYSTEM (“Owner”). Owner hereby gives consent to the PIC to enter their property at 919 South Main Street, Piqua, Ohio 45356, Parcel Number N44-250110 and N44-250120 for the purposes of conducting asbestos abatement activities of the building that is the subject of the Ohio Department of Development’s Brownfield Remediation Program grant application for the PIC’s project. Consent to enter the property is requested in order to conduct activities listed below.

The Owner hereby releases and holds harmless the PIC, their representatives and contractors, from any and all injuries to person or property, liabilities, costs, expenses, damages, losses, judgments, orders, penalties or fines, arising in any way out of the PIC’s, their representatives’ and contractor’s activities in connection with conducting the demolition and remediation activities on the property.

Activities which may be conducted on the above property by the PIC, including their representatives and contractors, include, but are not limited to, the following:

- Site visits
- Photographs or video documentation
- Asbestos abatement activities
- Limited demolition activities (to access and abate asbestos, where necessary)

IN WITNESS WHEREOF, the undersigned has executed this Right of Entry, Consent, and Release from Liability on this ___ day of March, 2024.

PIQUA MUNICIPAL POWER SYSTEM

PIQUA IMPROVEMENT CORPORATION

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

RESOLUTION NO. R-57-24

A RESOLUTION AMENDING THE JOINT USE AGREEMENT WITH BOWLING GREEN STATE UNIVERSITY FOR THE USE OF THE PIQUA FIRE TRAINING CENTER

WHEREAS, the City of Piqua and Bowling Green State University have agreed that it is in the best interest of all concerned to modify the Joint Use Agreement entered into between the parties on July 27, 2021;

WHEREAS, the First Amendment to the Joint Use Agreement is attached hereto as Exhibit A;

WHEREAS, said amendment deletes any authorization to conduct battery testing and battery deflagration by BGSU at the Piqua Fire Training Center.

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

SECTION 1. The City Commission finds that it is in the best interest of the City of Piqua that the original Joint Use Agreement be amended to prohibit battery testing at the Piqua Fire Training Center (formerly the old water treatment plant);

SECTION 2. The City Manager is hereby authorized to sign the First Amendment, attached as Exhibit A, to the City of Piqua and Bowling Green State University's Joint Use Agreement dated July 27, 2021; and

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

KRIS LEE, MAYOR

PASSED: _____

ATTEST: _____

MELISSA KINNEY
CLERK OF COMMISSION

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

Mayor Kris Lee _____
Commissioner Frank DeBrosse _____
Commissioner Thomas Hohman _____
Commissioner Paul Simmons _____
Commissioner Jim Vetter _____

FIRST AMENDMENT TO JOINT USE AGREEMENT

This First Amendment to Joint Use Agreement is by and between Bowling Green State University (“BGSU”) and the City of Piqua (“Piqua”) and will be effective upon approval by the Ohio Department of Higher Education.

Whereas, on July 27, 2021 BGSU and Piqua signed a Joint Use Agreement (the “JUA”) with respect to an expansion of the Piqua Public Safety Regional Training Center (the “PPSRTC Expansion”); and

Whereas, the Chancellor of Higher Education approved the JUA by Directive 2021-025, dated September 2, 2021, which took effect immediately; and

Whereas, BGSU and Piqua have jointly determined to revise the purposes for which BGSU may use the PPSRTC Expansion; and

Whereas, those revised purposes have the same value of use to BGSU;

Now, therefore, BGSU and Piqua agree to amend the JUA as follows:

1. Attachment A to the original JUA is hereby deleted.
2. A revised Joint Use Agreement Worksheet, attached hereto as Revised Attachment A, is hereby incorporated into the JUA.
3. Section B of Attachment B is deleted in its entirety.
4. Except as expressly modified by this Amendment, all provisions of the JUA remain unchanged.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this First Amendment on the dates indicated below.

BOWLING GREEN STATE UNIVERSITY: CITY OF PIQUA:

By:

By:

Title: Vice President for Finance and Admin.

Title: City Manager

Date:

Date:

Joint Use Agreement Worksheet – Revised Attachment A

The Ohio Department of Higher Education

Project: Piqua Public Safety Regional Center

Date: January 1, 2024

Section I: State appropriation information.

- 1. Amount of state appropriation provided: \$400,000.00
- 2. Estimated annual debt service on the appropriation: \$30,751.00
- 3. Term of the state bond, in years: 20 years

Section II: Estimated value of use of the facility.

Use(s) of the facility*	Annual value of use	# of years
a. <i>Creates necessary space for teaching fire certification classes and firefighter continuing education courses</i>	\$ 18,000.00	20
b. <i>Creates necessary space for conducting technical rescue classes</i>	\$ 14,400.00	20
c.	\$	
d.	\$	
e.	\$	
f.	\$	

(* List additional uses on separate page as needed.)

Section III:

On a separate page, explain how each use listed in Section II was valued for this analysis

Direction: The purpose of this worksheet is to enable a campus to demonstrate how the value of the uses that will be derived from a Joint Use Agreement is reasonably related to the value of the state capital appropriation made to the partner entity. Section I is to be filled out by the staff of the Department of Higher Education. Sections II and III are to be filled out by the partner campus.

Joint Use Agreement Worksheet – Revised Attachment A

The Ohio Department of Higher Education

Piqua Public Safety Regional Training Center (PPSRTC)

ALI C24070

Estimated Value of Use Calculations

a.	Space for teaching fire certification classes and firefighter continuing education courses.	\$600.00/Day Rental @ 30 Days/Year = \$18,000.00
b.	Space for conducting technical rescue class.	\$600.00/Day Rental @ 24 Days/Year = \$14,400.00

- a. The expansion of PPSRTC allows BGSU State Fire School to conduct Fire certification classes through ODPS and firefighter continuing education courses. The certification courses include 36-hour firefighter, Firefighter 1 & 2 and Live Fire Instructor. These courses vary in length from 24 to 240 hours. In addition to certification courses, BGSU would be able to run regional continuing education courses at PPSRTC. These courses are approximately 5 days each and include Basic Fire Investigation, Pump Operations, Street Smart Engine and Truck Operations and many others. These certification and continuing education courses would be offered approximately 30 days per year on average. By offering classes at PPSRTC, BGSU State Fire School saves an estimated \$18,000 per year in rental fees.
- b. The expansion of PPSRTC allows BGSU State Fire School to relocate its Technical Rescue Series from rented facilities such as Troy Fire Department, or Delaware Area Career Center that have a daily rental rate of approximately \$600.00 per day. The Technical Rescue Series is offered twenty-four (24) days per year on average. By relocating the series from a rented facility to PPSRTC, BGSU State Fire School saves an estimated \$14,400.00 per year in rental fees.



Memorandum of Understanding (MOU)

Between

The City of Piqua & BGSU State Fire School

The purpose of this MOU is to establish terms for the use of equipment and real property (the "Training Center") owned and maintained by the City of Piqua ("Piqua") in conjunction with training to be provided by BGSU State Fire School ("BGSU"). Piqua agrees to provide the Training Center to BGSU under the following conditions:

1. The parties agree and understand that BGSU will supply most of the Equipment needed for the courses. If BGSU needs to use specific Equipment owned by Piqua such as apparatus or tools, a representative of BGSU must request use of the equipment by contacting the Piqua Fire Chief or training captain at least 30 days in advance of the scheduled training date.
2. Only a state certified instructor will be permitted to drive or operate the apparatus at the Training Center.
3. BGSU is responsible for the replacement of any damaged/lost/stolen equipment due to BGSU negligence.
4. BGSU agrees that all Piqua-equipment will be returned clean and free of defect and will be restored to its proper location by BGSU.
5. BGSU agrees that the Training Center facilities will be broom clean at the conclusion of use for BGSU training sessions.
6. Piqua may provide expendables (such as straw and wood) upon request by BGSU instructors and items used will be replaced by BGSU within 30 days.
7. Any problems with equipment performance or condition must be reported immediately to the Piqua Fire Department liaison, who Piqua will designate in writing.
8. BGSU will list Piqua as an additional named insured on its insurance for all training sessions and provide a current evidence of the same (ACORD form or equivalent) to Piqua prior to such events.
- ~~9. BGSU will examine the Training Center to determine whether it is adequate for its needs. If renovations (such as classroom space) are needed, the parties will discuss in good faith payment for and timing of said renovations and will put their agreement in writing before any renovation work is done.~~
- ~~10.~~ 9. BGSU acknowledges that Piqua City Income Tax Ordinance 33-66 as subsequently amended requires that nonresident individuals doing business in the City for more than twelve (12) days annually are subject to city income tax and must file Piqua city returns and pay such taxes accordingly. BGSU agrees to provide written notice of this requirement to its employees who work at the Training Center.
- ~~11. The parties agree that prior to each use of the Training Center by BGSU, they shall enter into a Facility Use Agreement (the "FUA"). BGSU understands and agrees that other~~

ATTACHMENT B TO JOINT USE AGREEMENT

~~parties will have the right to use the Training Center (except the testing facility) pursuant to similar facility use agreements. The parties agree that BGSU and DNVGL will hold exclusive rights to the testing facility for 3 years.~~

~~This MOU shall not be in effect until authorized by legislation of the City and subsequently signed by authorized officials of BGSU and Piqua. It shall remain in effect for a the entire term of five (5) years unless one of the parties provides written notice of cancellation to the other at least ninety (90) days before the effective date of cancellation Piqua's obligation to BGSU under the Joint Use Agreement (JUA) between the parties with regard to Section 207.03, Line Item C24070 of SB 310. In the event of a conflict between this MOU and the JUA, the JUA will take precedence.~~

City of Piqua

Date

Bowling Green State University

Date