



**PIQUA CITY COMMISSION MEETING
TUESDAY, MAY 7, 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

PROCLAMATION

Bike Month

PRESENTATION

Report from Committee on Fire Training Facility

REGULAR PIQUA CITY COMMISSION MEETING

CONSENT AGENDA

1. APPROVAL OF MINUTES

Approval of the Minutes from the April 16, 2024, Regular City Commission Meeting

2. RESOLUTION NO. R-67-24

A resolution accepting the resignation of Gary Koenig as a member of the Planning Commission

OLD BUSINESS

3. ORDINANCE NO. O-3-24 (2nd Reading)

An ordinance to adopt Chapter 99: Piqua Historic Preservation Ordinance

4. ORDINANCE NO. O-4-24 (2nd Reading)

An ordinance to amend Chapter 32: Boards and Commissions

5. ORDINANCE NO. O-5-24 (2nd Reading)

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

NEW BUSINESS

6. ORDINANCE NO. O-6-24 (1ST Reading)

An ordinance to regulate burning activities

7. ORDINANCE NO. O-7-24 (1st Reading)

An ordinance repealing and replacing Piqua Municipal Code Section 30.01

8. RESOLUTION NO. R-68-24

A resolution awarding a contract to M & T Excavating, LLC for the Ridge Street water main extension project

9. RESOLUTION NO. R-69-24

A resolution approving the Miami County 9-1-1 Final Plan for the Miami County Communications 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)

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

WHEREAS, for more than a century, the bicycle has been an important part of the lives of most Americans; and

WHEREAS, today, millions of Americans engage in bicycling as an environmentally sound form of transportation, an excellent form of fitness, and as a quality family recreation activity; and

WHEREAS, the education of cyclists and motorists as to the proper and safe operation of bicycles is important to ensure the safety and comfort of all users; and

WHEREAS, the League of American Bicyclists and independent cyclists throughout our state are promoting greater public awareness of bicycle operation and safety education in an effort to reduce accidents, injuries, and fatalities; and

WHEREAS, the citizens of Piqua benefit from the availability of a complete transportation system that includes facilities dedicated to the safe and convenient movement of bicycle traffic.

NOW, THEREFORE, I Kris Lee, Mayor of the City of Piqua, Ohio, do hereby proclaim the month of May 2024 as:

BIKE MONTH

in the City of Piqua and State of Ohio and urge all citizens to join in on the fun of cycling.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of Piqua, Ohio, this 7th day of May 2024.

KRIS LEE, MAYOR

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

CALL TO ORDER

Piqua City Commission met at 6 p.m. in the Municipal Government Complex Commission Chambers located at 201 W. Water Street, Piqua, Ohio.

ROLL CALL

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

Commissioner Vetter made a motion to excuse Commissioner DeBrosse from the meeting. Motion was seconded by Commissioner Hohman. All were in favor and the motion was carried unanimously. Mayor Lee declared Commissioner DeBrosse excused.

PRESENTATION

Utilities Business Office Manager RJ Monnier introduced Seamus McNamee, Vice President of Research at the Great Blue Research Company, Inc. in Connecticut. Mr. McNamee presented results from a Utilities Customer Survey that was conducted November 19, 2023, through January 3, 2024, that gauged customer preferences and levels of satisfaction with Piqua utilities. Data was collected from 371 participants who showed overall satisfaction with the electric, water, sewer, and refuse services in Piqua. Of those surveyed, 83% reported total satisfaction with their customer service experience. Mr. Monnier stressed the positive impact for Piqua utility customers with recent upgrades in utility technology, such as communication improvements, real-time balances on the SmartHub app, and powerful comparison tools. He said that these survey results are important for operational decisions, such as knowing how customers want to receive communications from the city.

REGULAR PIQUA CITY COMMISSION MEETING

CONSENT AGENDA

APPROVAL OF MINUTES

Approval of the minutes from the April 9, 2024, Regular City Commission Meeting

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

WORK SESSION

A motion was made by Commissioner Hohman to amend the Agenda to include a Work Session, and Commissioner Simmons seconded the motion. All were in favor and the motion was carried unanimously.

Commissioner Hohman presented a draft copy of a new ordinance that would regulate burning activities upon property owned by the City of Piqua. He noted that this would not include personal property, only property owned by the city. Commissioner Hohman then read the entire language of the proposed ordinance and said he would like to conduct an official first reading at the next City Commission Meeting.

Mayor Lee commented that this ordinance would be a second step in the right direction and that it needs to be very thorough.

Commissioner Simmons had questions about Class A, B and K fires in Section 3. He also said that pallets that are chemically treated should not be allowed to be burned. Law Director Frank Patrizio informed the Commission that permits obtained from RAPCA will not allow those type of pallets to be burned.

Commissioner Hohman moved to close the Work Session, and the motion was seconded by Commissioner Vetter. All were in favor and the motion was carried unanimously.

OLD BUSINESS

ORDINANCE NO. O-2-24 (3rd Reading)

An ordinance to make appropriations for the City of Piqua, Ohio, for the Year 2024

Introduction: Finance Director Jerry O'Brien reminded Commission that this ordinance would allow the Finance Department to adjust certain line items in the 2024 Budget.

Commissioners Comments: Commissioner Vetter said that he was comfortable proceeding with these amendments, as Mr. O'Brien provided a good explanation of the changes in the 1st & 2nd Readings.

Commissioner Simmons inquired about the increase in funds of \$327,000 in Section 35 for Lock 9 Park Restrooms. City Manager Paul Oberdorfer explained that initially public restrooms were not considered for the Lock 9 Project, but that the contingency allowed for a change in the design and some additional cost savings were realized along the way. This allows for funds for a public restroom within the original budget parameters.

Public Comment: Jeff Grimes questioned the total cost involved in the Lock 9 Project, and Mr. Oberdorfer responded that funds were moved around, not increased, for the public restrooms as part of the contingency.

Commissioner Hohman commented that the original budget for the Lock 9 Project was approved one and a half years ago.

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

NEW BUSINESS

ORDINANCE NO. O-3-24 (1st Reading)

An ordinance to adopt Chapter 99: Piqua Historic Preservation Ordinance

Introduction: Community Services Director Kyle Hinkelman stated that this ordinance was previously discussed in a Work Session on April 9, 2024, and has been recommended for approval unanimously by the Planning Commission on April 10, 2024. Mr. Hinkelman said that this ordinance would further the city's goal of becoming a Certified Local Government (CLG), including creating a new consolidated boundary line for the Piqua Historic District, creating a process and procedure for review of landmark designations and Certificates of Appropriateness within the District and for landmarked structures, and creating a separate City Historic Review Commission (CHRC).

Commissioners Comments: Mayor Lee said that he received an inquiry from Don Smith, who is concerned about standards changing in the existing Caldwell Historic District due to the new ordinance. Mr. Hinkelman responded that current regulations and processes in the Caldwell Historic District and the Downtown Historic District will remain the same; there will be no code changes. Mayor Lee also asked if the new board could apply for grants, to which Mr. Hinkelman responded yes.

Commissioner Hohman inquired about homes being added to the district and asked how the new board would operate. Mr. Hinkelman said that nothing would change as far as homes included in the district and that the new board would be composed of 5 members to make informed decisions and would be required to meet a minimum of 4 times a year.

Commissioner Simmons asked if local landmarks outside of the historic district boundaries could be considered, to which Mr. Hinkelman responded that could be done, along with the option to change the boundaries anytime.

Public Comment: Melanie Walker expressed her concerns with the appropriateness of Section 4 of Chapter 99, as she is both a resident and business owner in the historic district. Mr. Hinkelman replied that there are some issues with the existing language that he is investigating and that further updates may be needed. He also offered to meet with her and Don Smith to discuss their concerns further.

Jeff Grimes commented that he thinks the city uses "selective enforcement."

Rick Walker inquired about how citizens can apply for grants. Mr. Hinkelman responded that federal dollars must go through the local municipality, but citizens can go through the application process for grants by partnering with the city.

ORDINANCE NO. O-4-24 (1st Reading)

An ordinance to amend Chapter 32: Boards and Commissions

Introduction: Mr. Hinkelman explained that this ordinance would modify 2 sections of Chapter 32 to centralize the existing Board of Zoning Appeals into this chapter, and to create a brand-new board, the City Historic Review Commission. He noted that this ordinance was also recommended unanimously for approval by the Planning Commission on April 10, 2024.

Commissioners Comments: None

Public Comment: None

ORDINANCE NO. O-5-24 (1st Reading)

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

Introduction: Mr. Hinkelman explained that this ordinance would amend multiple sections of the Piqua Development Code that was adopted in 2023. He briefly mentioned those changes, including clarification of the "Development Director" title, establishment of the Board of Zoning Appeals under Chapter 32, and Special Use permits.

Commissioners Comments: None

Public Comment: None

CITY MANAGER'S REPORT

Mr. Oberdorfer announced that there will be a Public Open House with live demonstrations this Thursday, April 18th at the Fire Safety Training Center from 4-6 p.m.

COMMISSIONERS COMMENTS

Commissioner Vetter announced the next meeting regarding Hance Pavilion scheduled for this Thursday, April 18th at 7 pm to discuss ADA compliance issues. He reminded citizens to dispose of grass clippings properly and to put trash and recycling carts away after collection. He thanked everyone involved in the Eclipse events in Piqua and announced a meeting about the Hydraulic Canal on April 25, 2024.

Commissioner Simmons reiterated the importance of not putting grass clippings in the streets, as this can be a hazard for motorcyclists.

Commissioner Hohman requested data at the next meeting due to the high rain lately; he wants to know if there are noticeable improvements or leaks after the smoke test that was recently conducted.

Mayor Lee reminded residents to be careful, as many people will be outdoors in the warmer weather.

PUBLIC COMMENT

Alisha Lange said that she is working on getting each City Commissioner recalled, and then removing the City Manager along with changing Piqua's form of government.

Eva Silvers announced that she, Laurie Kiser, and Joe Wilson are coordinating a clean up this coming Saturday, April 20th in the area of Roosevelt Avenue near the Kroger bike path area. She added that there are lots of volunteers and good things happening in Piqua.

Nicholas Mahrt asked for more information regarding the study conducted by Stantec Consulting Services, Inc. on Piqua's water supply lakes. Mr. Oberdorfer said that this will be provided in the next agenda packet. Mr. Mahrt also expressed concerns with protective fire gear being worn in the city's water source while firefighters are practicing skills and restrictive signage near the Fire Safety Training Center.

Jeff Grimes stated that there should be no burning ever again at 9300 State Route 66, Piqua. He said that wood smoke creates particle pollution, which depletes nutrients in soil and negatively affects the ecosystem.

Tom Hudson announced that there will be an Honor Gardens Ceremony at Piqua High School on Saturday, May 25, 2024, at 11 am to honor Phil Wisecup. Mr. Wisecup is a 1973 graduate of Piqua High School who enjoyed a 36-year successful career in the Navy, including the distinction of Top 50.

Kim Heisler commented that the electronic data gathered from the SmartHub app is very valuable for customers with city utilities. She also asked about the city's drinking water standards compared to the standards of the Federal Government. Mr. Oberdorfer said that Utilities Director Kevin Krejny would provide her with more information.

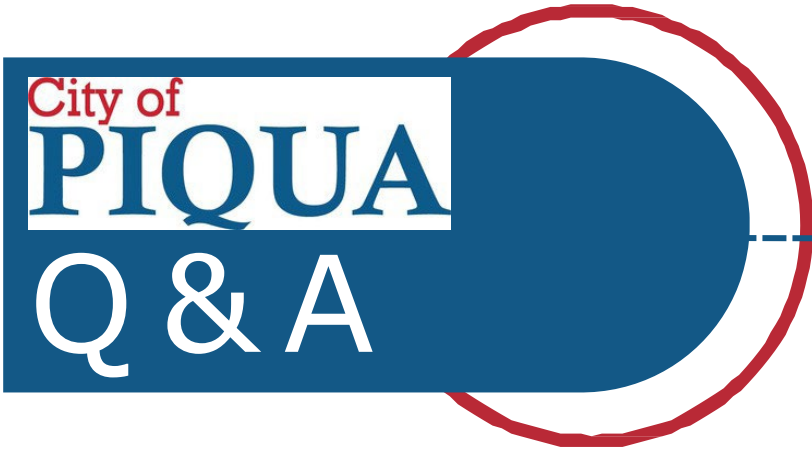
ADJOURNMENT at 7:55 p.m.

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

KRIS LEE, MAYOR

Passed: _____

Attest: _____
COMMISSION CLERK

The logo for the City of Piqua Q & A session. It features a dark blue rounded rectangle on the left containing the text "City of PIQUA" in white and "Q & A" in white. To the right of this rectangle is a white circle with a red outline. A dashed blue line extends from the right side of the circle across the top of the page.

City of
PIQUA
Q & A

April 16, 2024

At the City Commission Meeting on April 16, 2024, Nicholas Mahrt asked for more information on the contract the City entered into with Stantec Consulting Services, Inc.
Attached is a copy of the Agreement that the City executed in December 2018 with Stantec Consulting Services, Inc., along with the Proposal from Stantec Consulting Services, Inc.



AGREEMENT

This Agreement is hereby entered into this 7th day of December, 2018 between the City of Piqua, a municipal corporation in the State of Ohio ("City") and Stantec Consulting Services Inc. ("Consultant") for the services as agreed to herein.

WHEREAS, the City of Piqua desires to enter into an agreement for professional services for assistance with the planning and design of improvements to the hydraulic system and has requested proposals in accordance with the laws of the City of Piqua; and

WHEREAS, Stantec Consulting Services Inc. ("Consultant") was the most qualified candidate as a result of the Request for Qualifications received and the interview process, and

WHEREAS, this Agreement confirms the terms between the parties as substantially set out in the Professional Services Proposal;

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements set forth, the City of Piqua and the Consultant, each binding itself, its successors and assigns, do mutually agree as follows:

I. PARTIES

1. City of Piqua: The City of Piqua is a municipal corporation in Miami County, State of Ohio. The City of Piqua shall be referred throughout the Agreement as "City."
2. Consultant: Consultant is Stantec Consulting Services Inc., which is the provider of the services contracted for by way of this Agreement.

II. SCOPE OF SERVICES

1. See attached Professional Services Proposal

III. COMPENSATION

1. See attached Proposal for costs.

IV. LAW AND TERMS OF AGREEMENT

1. Subcontracting:

None of the work or services covered by this Agreement shall be subcontracted, except as set forth herein, without the prior written approval of the City Engineer. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

2. Compliance With Laws and Policies:

This Agreement is subject to and Consultant shall comply with applicable statutes, ordinances, regulations, and rules of the Federal Government, the State of Ohio, the County of Miami and the City of Piqua.

3. Law to Govern and Forum:

This Agreement is entered into and is to be performed in the State of Ohio. City of Piqua and Consultant agree that the law of the State of Ohio shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement. The forum for any litigation shall be Miami County, Ohio.

4. Amendment:

This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

5. Entirety:

This Agreement and the Exhibits attached hereto contain the entire Agreement between the parties as to the matters contained herein. Any oral representations of modifications concerning this Agreement shall be of no force and effect.

6. Waiver:

A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

7. Hold Harmless and Indemnification:

The Consultant shall indemnify and hold harmless (but not defend) the City of Piqua, its officers, elected officials, and employees from loss, expenses and damages, including reasonable attorney fees and reasonable legal expenses, to the extent arising from any and all negligent acts of the Consultant, its agents, employees, licensees, or invitees, that result in injury to persons or damage to property.

8. Insurance:

The Consultant, at its sole cost and expense, shall procure and maintain at all times during the term of this Agreement general liability insurance in an amount not less than One Million Dollars (\$1,000,000) for liability for acts of the Consultant or its agents and/or employees. The City of Piqua shall be an additional named insured with the following language required:

"City of Piqua, its employees, agents, volunteers, all boards, commissions, and/or authorities and board members, including employees, agents and

volunteers thereof are an additional insured and this insurance coverage shall serve as Primary to the Additional Insureds and not contributing with any other insurance or self-insurance available to the Additional Insureds.”

Each entity must provide a certificate of insurance that has at least \$1 million commercial general liability coverage per occurrence or \$2 million aggregate. Cincinnati Insurance endorsement form GA 411311 99 will not be accepted.

9. Notice:

This Agreement provides that all notices be personally served or sent by certified mail, postage prepaid and return receipt requested, addressed to the following parties:

To the City of Piqua:

Don Freisthler
Water Superintendent
9801 N. St. Rt. 66
Piqua, Ohio 45356

To the Consultant:

Rob Kirkbride, PE
Stantec Consulting Services Inc.
1500 Lake Shore Dr., Suite 100
Columbus, Ohio 43204

10. Independent Consultant:

The Consultant, his assigns, heirs, successors, employees and any and all subConsultants are independent Consultants and are not agents and/or employees of the City of Piqua.

11. Audit:

At any time the City shall have the right to request an audit of the Consultant’s records to determine compliance with the terms of this Agreement. Upon such request by the City, the Consultant shall permit inspection of its records within two (2) days. Failure to comply with the City’s request for an audit shall be cause for the City to withhold payment for services until the audit takes place and the City is able to obtain the information to satisfy compliance with the terms of this Agreement.

Notwithstanding the foregoing, the City’s right to inspect, copy and audit shall not extend to the composition of the Consultant’s rates and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units.

12. Assignment:

This Agreement shall not be assigned without the express written approval of the City of Piqua. Failure to secure the City’s approval prior to assignment of this Agreement shall be cause for termination of this Agreement with any and all costs and damages being assessed to the Consultant.

13. Default:

Should the Consultant default on any provision of this Agreement, the City shall provide written notice of the default and Consultant shall have a period of thirty (30) days to cure the default. If the Consultant does not cure the default within the allotted period, the City may cure the default and assess the costs to the Consultant or may terminate the Agreement for reason that said Consultant has breached this Agreement and was considered in default.

14. Termination:

This Agreement may only be terminated if either party should fail materially to fulfill its obligations under this Agreement, the other party may notify the breaching party of the intent to terminate the Agreement. If a party should seek termination, said party shall provide thirty (30) days written notice, specifying the reason(s) which constitute a failure to perform. The breaching party shall have thirty (30) days to cure the default from the notice of intent to terminate. Failure to cure the default terminates the Agreement at the expiration of the thirty (30) days.

15. Term:

The term of this Agreement shall be for the duration of the project, as needed, beginning from the date of execution of this Agreement. Said term is non-renewing.

16. Conflict of Interest:

No officer, employee, or agent of the City of Piqua who exercises any functions or responsibilities in connection with the planning and carrying out of the program, nor any immediate family member, close business associate, or organization which is about to employ any such person, shall have any personal financial interest, direct or indirect, in the Consultant or in this Agreement and the Consultant shall take appropriate steps to assure compliance.

The Consultant agrees that it will not contract with any subConsultant in which it has any personal interest, direct or indirect. The Consultant further covenants that in the performance of this Agreement, no person having any conflict shall be employed.

17. Waiver:

A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

18. Proprietary Materials:

The City of Piqua acknowledges that in the course of performing services, the Consultant may use products, materials or proprietary information. The City

of Piqua agrees that it shall have or obtained no rights in the proprietary material, except pursuant to a separate written agreement that may be executed by the parties.

The Consultant acknowledges that in the course of performing services for the City of Piqua, the materials and information obtained, used, and/or produced for the City of Piqua are the exclusive properties of the City and may not be disseminated in any manner without the prior written approval of the City of Piqua.

The restrictions on the use and disclosure of the proprietary information shall not apply to information which (a) was known to the Consultant before receipt of same from the City; or (b) becomes publicly known other than through the Consultant; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent required to comply with the said requirements of the government authority or judicial order.

19. Ownership of Property:

The Consultant agrees that upon full payment of all monies owed to the Consultant, any memoranda, maps, drawings, working papers, reports and other similar documents ("Work Product") produced in connection with the Agreement shall become the property of the City of Piqua. The City agrees, to the fullest extent permitted by law, to hold the Consultant harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any reuse or modification of the Work Product by the City or any person or entity that obtains the Work Product from or through the City.

The Consultant acknowledges that the City of Piqua is obligated to comply with the Public Records law of the State of Ohio and must disclose upon request any document that is considered a public record pursuant to the law.

20. Warranty:

The Consultant warrants that the service to be provided by it hereunder will be performed in a professional manner by qualified staff and in accordance with generally accepted engineering standards.

21. Limit of Liability:

The total amount of all claims the City may have against the Consultant under this Agreement or arising from the performance or non-performance of the services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees or \$500,000. As the City's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against the Consultant and not against any of the Consultant's employees, officers or directors.

Neither the City nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies

V. SIGNATURE

The parties enter into this Agreement this 7th day of December, 2018, as executed and witnessed in accordance with the below signatures.

CITY OF PIQUA

By:


City Manager

CONSULTANT

By: ROBERT J. KIRKBRIDE


Title: PRINCIPAL

Witness:


Cynthia A. Holtapple

Witness:



Approved as to form:


Stacy M. Wall, Law Director



Cassandra Canterbury
Notary Public, State of Ohio
My Commission Expires 03-12-2022

Attachment: Proposal with Costs



PROPOSAL

**Piqua Water Supply Lakes
Existing Conditions Study and Master Planning
for
City of Piqua, Ohio**

December 6, 2018

STANTEC CONSULTING SERVICES INC.

1500 Lake Shore Drive
Suite 100
Columbus, Ohio 43204

ROB KIRKBRIDE, PE

Phone: 614-545-3399 (Direct)
Email: Rob.Kirkbride@Stantec.com



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1.0 PROJECT UNDERSTANDING

The sites to be included as part of the evaluation and master planning will include Swift Run Lake, Echo Lake, Franz Pond, the canals that connect the lakes, the three spillways that discharge flow from the lakes, the gate structure within the north end of the canal, and the other associated features that are involved in storage and operation of the lakes.

Reviewing the ODNR Dam Safety Inspection reports dated October 23, 2014 for the three dams, the primary deficiencies identified include the following:

1. The discharge / storage capacities of the dams do not safely pass the required design flood without overtopping the embankments.
2. Seepage through the sidewalls of the existing spillways are to be evaluated.
3. Erosion of the upstream slope of the embankments must be repaired and protected from future erosion.
4. The embankment crest vertical alignment needs to be investigated due to the existing variability.
5. Investigate the ability of the lake drains to adequately lower the water levels in each of the lakes in accordance with Ohio Administrative Code Rule 1501:21-13-06. Document in the Operation, Maintenance and Inspection Manual.
6. Remove the trees and brush from the upstream slope, downstream slope and the canal embankments. After the slopes are cleared, inspect for cracks, rodent damage, erosion, bulges, depressions, seepage and slides. Seed disturbed areas to establish proper grass cover.
7. Perform routine maintenance of the lake drain annually.
8. Monitor the displaced riprap at the spillway outlets quarterly for further displacement or erosion.

Based on our discussions with the City of Piqua (City) and our review of the documents provided, we understand the City would like Stantec to evaluate Items 1, 2 and 5.

The project approach is provided in the following sections.



2.0 PROJECT APPROACH

The overall project approach will include individual tasks as outlined below. Budgets and schedules are provided in Sections 3.0 and 4.0, respectively.

2.1 EXISTING CONDITIONS STUDY

The focus will be to develop a master plan that includes a long-term schedule for planning purposes, review of historic documents, perform structural and geotechnical evaluations, and to perform a hydraulic and hydrologic (H&H) analysis.

2.1.1 Schedule Development for ODNR

It is understood that the ODNR has requested submittal of a detailed schedule for improvements at these dams. Stantec will provide assistance with developing a detailed schedule for achieving ODNR Dam Safety compliance. The long-term schedule could be submitted to ODNR Dam Safety for compliance and Stantec would be available to attend a meeting with the City of Piqua and ODNR to discuss the details.

2.1.2 Historical Review

A historical review of the data available from the City of Piqua and the ODNR (Division of Water Resources) will be performed to become familiar with the existing structures, operation and past concerns or problems at the site. The Stantec Team will also research other sources to gather other information that may be useful to understanding conditions at the site (e.g. newspaper articles, photos, weather/storm data, stream flow data, etc.). Once gathered, information will be digitally scanned for efficient review and organization. The information will be organized in a manner so that City of Piqua can use this material after completion of this project. Results of this review will identify data gaps that exist, which may need to be determined using other methods, if possible.

2.1.3 Meetings with City of Piqua

We met with your staff prior to developing this proposal so most of the City information has been discussed. We may suggest additional meetings after we gather additional historical information, to further discuss site conditions and operation of the dams, canals, spillways and appurtenances.

We anticipate monthly meetings with the City during the progression of our work to provide updates on our progress. Three meetings in Piqua have been included with the remaining to be held using conference calls to minimize travel costs.



2.1.4 Preliminary Site Evaluation

Initial work at the site will include a site reconnaissance to perform a preliminary condition survey. Data obtained will be used to develop a full-scale plan for evaluating the spillways, lake drains, overflow structures, embankments within 100 feet of the spillways, gate structure, downstream conditions and other associated items.

2.1.5 Selective Site Surveying

Surveying will be performed at selected locations throughout the sites to establish spillway invert elevations, lake drain outlet locations, embankment crest elevations and other locations necessary to augment the existing LiDAR data for hydraulic and hydrologic (H&H) analysis.

A bathymetric survey will be performed along the canal to develop the topography of the underwater surface (canal bottom). Select locations within the lake areas will also be performed. This will significantly improve the accuracy of the H&H analysis and lake storage volumes. Stantec can perform the survey efficiently using our remote operated boat equipped with depth sonars. The data is collected by monitoring in real-time, which allows for adjustment in the field as necessary. Performing the bathymetric survey could also significantly improve evaluation, design and planning of dredging activities that the City of Piqua may find beneficial.

2.1.6 Structural Condition Survey

Structures that are considered necessary for operation of the dam will be evaluated by a structural engineer, geotechnical engineer and a water resources engineer. The condition survey will include the three principal spillway structures, including the attached pedestrian bridges, lake drain structures and the flow control slide gate along the canal.

The condition of each structure will be documented by photographs and sketches. Elevations and plan views with deterioration noted will be provided. The condition survey will be accomplished by non-destructive testing methods including sounding of concrete areas with a steel hammer, chain drag, or sounding roller to determine delamination and deteriorated portions of the concrete.

Depending upon the condition of the structure, cores may be obtained to evaluate the concrete condition and strength. Performing the cores will also allow for access to the existing soil conditions below or adjacent to the structures. It is not uncommon to find significant erosion under or behind structures that may not be visible from the surface.



2.1.7 Limited Geotechnical Evaluation

We have included evaluation of the geotechnical conditions within 100 feet of the spillways and other associated structures. A geotechnical engineer will perform a site reconnaissance to document and map conditions at the site to identify areas of instability. Instability could be due to slope movement, seepage, erosion or other conditions. Outlet pipes, weepholes and other underground features will be evaluated for blockage, deterioration, seepage and other potential concerns. A handheld GPS unit may be used to map areas of concern. Digital photos will be taken to document the existing conditions.

2.1.8 Hydraulic and Hydrologic (H&H) Analysis

H&H analysis will be performed to determine the adequacy of the spillway system capacity to pass the design flood (Swift Run Lake Dam, Echo Lake Dam and Franz Pond Dam are all Class I dams; therefore, the design will need to pass the 100% PMF). It is understood that Swift Run Lake Dam is currently being evaluated for reclassification to Class II, which would be incorporated into our analysis. The H&H analysis will be based on the revised PMP values adopted by ODNR in August 2013.

In support of the floodplain permitting activities that may be needed, additional precipitation events may be evaluated. Furthermore, investigating potential benefits could result in receiving grant funding. Evaluated events may include the 2-, 5-, 10-, 25-, 50-, 100- and 500-year precipitation events.

Stantec will utilize Geographic Information Systems (GIS) to assist in the development of new hydraulic and hydrologic models. The models will form the basis of evaluating alternatives to safely pass the design flood and for inundation mapping that could be used for the Emergency Action Plan (EAP). Having been involved in numerous spillway improvement projects throughout Ohio, Stantec is intimately aware of the design sensitivity to changing the hydraulics of lake outlets and the resulting impacts upstream and downstream. However, rather than defaulting to the most expensive solutions, such as armoring the entire dam / embankments, other options will be thoroughly investigated.

Alternatives to be investigated include increasing spillway capacity by adding capacity at the principal spillway (or emergency spillway), raising the top of the dam elevation (possibly at selected locations), armoring portions of the dam / embankments to protect them from overtopping, or a combination of other options.

2.1.9 Grant Funding Research

Potential funding may be available through the FEMA grant program, including the Pre-Disaster Mitigation (PDM) Grant Program, the Flood Mitigation Assistance (FMA) Grant Program, and others. Stantec will research grant opportunities for evaluation by the City.



3.0 SCHEDULE

The following schedule outlines the anticipated timeline necessary to complete the tasks as described in this proposal:

EXISTING CONDITIONS STUDY		ANTICIPATED SCHEDULE
2.1.1	Schedule Development for ODNR	11/15/2018 – 11/30/2018
2.1.2	Historical Review	12/1/2018 – 12/20/2018
2.1.3	Meetings with City of Piqua	12/10/2018 and 1/14/2019
2.1.4	Preliminary Site Evaluation	12/10/2018
2.1.5	Selective Site Surveying	1/14/2019 – 1/18/2019
2.1.6	Structural Condition Survey	1/21/2019 – 1/31/2019
2.1.7	Limited Geotechnical Evaluation	1/21/2019 – 1/31/2019
2.1.8	Hydraulic and Hydrologic (H&H) Analysis	1/21/2019 – 3/31/2019
2.1.9	Grant Funding Research	1/14/2019 – 3/31/2019



4.0 BUDGET SUMMARY

The budget summary provided below outlines the costs associated with the tasks detailed in this proposal.

EXISTING CONDITIONS STUDY		Task Budget
2.1.1	Schedule Development for ODNR	\$ 4,000
2.1.2	Historical Review	\$ 6,000
2.1.3	Meetings with City of Piqua	\$ 10,000
2.1.4	Preliminary Site Evaluation	\$ 4,000
2.1.5	Selective Site Surveying	\$ 18,000
2.1.6	Structural Condition Survey	\$ 55,000
2.1.7	Limited Geotechnical Evaluation	\$ 22,000
2.1.8	Hydraulic and Hydrologic (H&H) Analysis	\$ 54,000
2.1.9	Grant Funding Research	\$ 6,000
Total Budget		\$ 179,000



RESOLUTION NO. R-67-24

A RESOLUTION ACCEPTING THE RESIGNATION OF GARY KOENIG AS A MEMBER OF THE PLANNING COMMISSION

WHEREAS, Gary Koenig was appointed to the Planning Commission on February 19, 2013, by Resolution No. R-23-13 with multiple reappointments since then; and

WHEREAS, Gary Koenig resigned on April 30, 2024, from the Planning Commission.

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

SEC. 1: This Commission hereby accepts the resignation of Gary Koenig as a member of the Planning Commission.

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: _____
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 Frank DeBrosse	_____
Commissioner Paul Simmons	_____
Commissioner Jim Vetter	_____

ORDINANCE NO. O-3-24

AN ORDINANCE TO ADOPT CHAPTER 99: PIQUA HISTORIC PRESERVATION ORDINANCE

WHEREAS, the City of Piqua, Ohio, has a desire to protect and preserve the historical character of the city and to become a Certified Local Government (CLG) as designated by the State Historic Preservation Office (SHPO); and,

WHEREAS, the Planning Commission has recommended in a 5-0 vote to adopt Chapter 99: Piqua Historic Preservation Ordinance, including all content described within Exhibit A; and,

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: Chapter 99: Piqua Historic Preservation Ordinance is hereby adopted, to include all content described within Exhibit A.

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

1st Reading – 4/16/2024

2nd Reading – 5/7/2024

3rd Reading – 5/21/2024

KRIS LEE, MAYOR

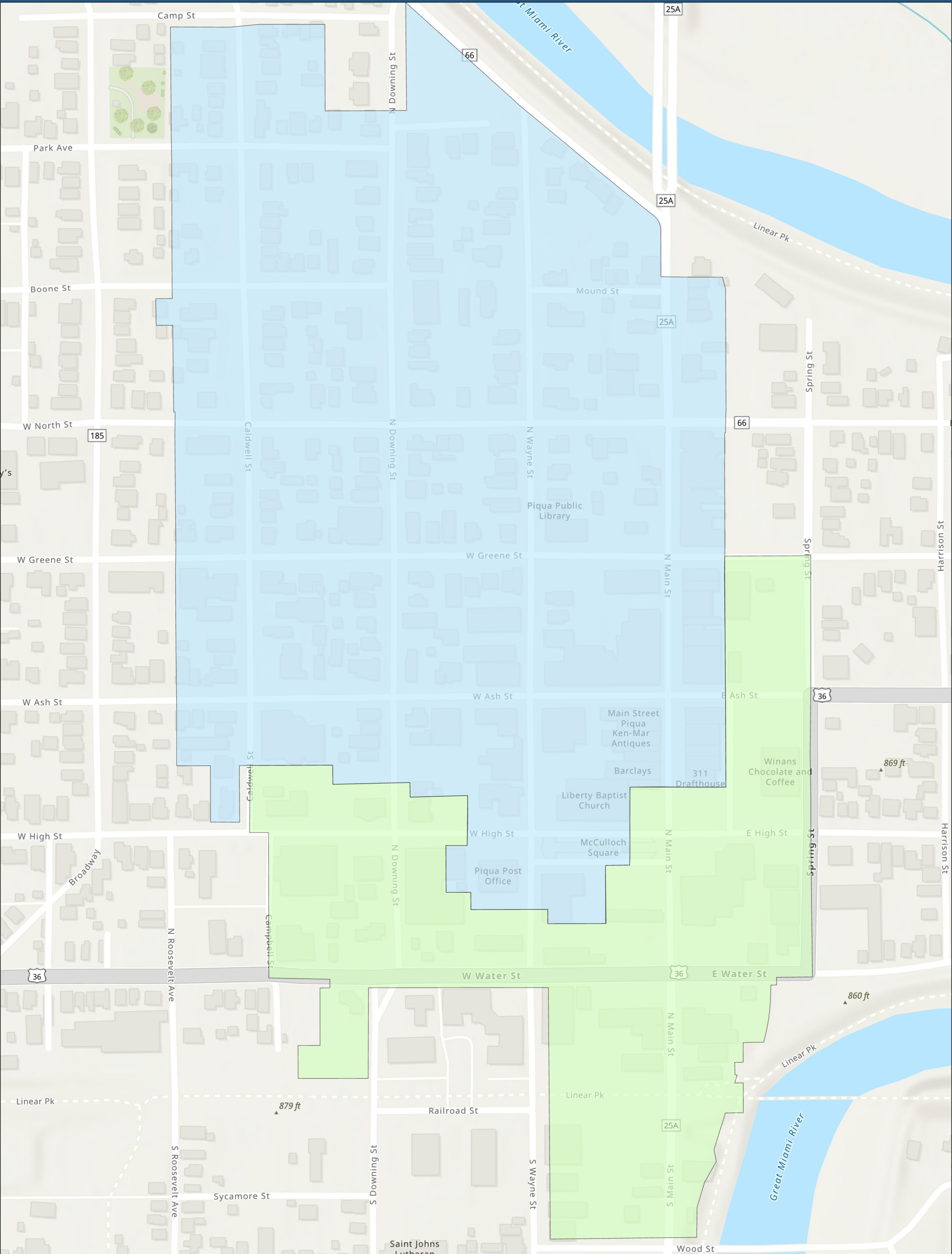
PASSED: _____

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 Hohman	_____
Commissioner Paul Simmons	_____

Exhibit A Piqua Historic District Boundary



- Downtown Historic District
- Piqua-Caldwell Historic District



Piqua Historic Registry

As authorized under § 99.04.B and first adopted 05.21.2024. This registry includes those registered on the National Register of Historic Places as well as those which are registered only to this local Historic Registry.

Updated: N/A

Buildings / Structures

Name	Address/Location	Date Added	National Reg. #	Local Reg. #
Fort Piqua Plaza	114 W. Main Street	2/15/1974	74001576	001
Arrowston	1220 Park Avenue	2/8/1980	80003162	002
Old Piqua High School	316 N. College Street	8/22/1996	96000927	003
Zollinger Building	101 S. Wayne Street	12/15/2015	15000903	004

Historic District

Name	Address/Location	Date Added	National Reg. #	Local Reg. #
Piqua-Caldwell	Defined Boundaries	1/11/1985	71000646	005

CHAPTER 99: PIQUA HISTORIC PRESERVATION ORDINANCE

Section 99.01	Introduction
Section 99.02	Purpose
Section 99.03	Definitions
Section 99.04	District Boundaries / Current Landmarks
Section 99.05	Commission
Section 99.06	Process
Section 99.07	Criteria for demolition or relocation of a structure
Section 99.08	Modifications
Section 99.09	Demolition by Neglect
Section 99.10	Accidental Damage
Section 99.11	Enforcement and Penalties
Section 99.12	Severability

§ 99.01 INTRODUCTION

The City of Piqua has a rich history dating back to its Native American roots. The name Piqua is derived from a Native American word meaning “man who arose from the ashes” or “ashes to ashes”. The area was inhabited by various indigenous tribes, including the Shawnee, Miami, and Delaware.

Fort Piqua was established in 1793 by General Anthony Wayne during the Northwest Indian War, and the City of Piqua was founded in 1807 and incorporated in 1823. Piqua's early industry was successful due to its location along the Miami River, which provided power for mills and other industries. The city became known for its manufacturing, including paper mills, foundries, and agricultural equipment.

The construction of the Miami and Erie Canal in the 1830's further stimulated Piqua's economy by providing a transportation route for goods and people. The canal connected Piqua to other major cities in Ohio and beyond.

Piqua was a center of abolitionist activity in the mid-19th century. The town was a stop on the Underground Railroad, and many residents were involved in the anti-slavery movement.

Piqua boasts several historic structures and landmarks that are still standing today, including the Fort Piqua Plaza, which now houses a library and meeting spaces. The Johnston Farm & Indian Agency provides insight into the area's early history and the interactions between Native Americans and European settlers, as well as many others on the National Register of Historic Places.

The Caldwell Historic District was listed on the National Register of Historic Places in 1985 and includes portions of North Main Street, Wayne Street, Downing Street, Caldwell Street, West Ash Street, Greene Street, North Street, Mound Street, and Park Avenue.

These areas contribute tremendously to the vibrancy of the downtown area, which is why the City has made significant efforts to preserve their historical character, including applying to be a Certified Local Government (CLG) with the State of Ohio, and establishing these local guidelines and standards for renovation, rehabilitation, and demolition.

The CLG program is a federal, state, and local partnership that promotes the preservation of local historic resources by providing assistance to local communities including funding (i.e., matching grants program) that can be used for a variety of preservation projects. To become a CLG, the city must have the following:

- A qualified commission of at least five members who designate historic properties and review proposed changes to the historic environment;
- An ordinance designed to protect historic resources and offer guidance to those wishing to make changes to historic buildings, sites, and districts;
- A procedure for identifying historic properties by which they can be surveyed and recorded, designated locally, and nominated to the National Register of Historic Places; and
- A public participation program which invites and encourages citizens to participate in the community's historic preservation program.

§ 99.02 PURPOSE

The Piqua Historic Registry (“Registry”) and the Piqua Historic District (the “District”) shall be established by ordinance of the City Commission. The District shall include two primary area designations – the Piqua-Caldwell Historic District, a previously designated and authorized place on the National Historic Register and the Downtown Piqua Historic District. The Registry shall include the District and locally designated landmarks.

New construction, renovation, rehabilitation, and even maintenance of a structure within a historic district have so many variables that it is almost impossible to apply a strict set of standards to all structures. Each structure may have been built for a different purpose, in a different era, and/or with a different architectural style or theme that may vary greatly from an adjacent structure or one that is in the same neighborhood but just

down the street. The purpose of this document is to provide a framework of design guidelines that the City Historic Review Commission (CHRC) and staff can use when reviewing an application for a Certificate of Appropriateness (COA), discussed later in this document. These guidelines are not a substitute for any standards found in applicable building or fire codes, or for those standards found in the City of Piqua Development Code (Title XV).

Landmark Structures may also be subsequently added to the District registry by the CHRC and this document creates an approval process and standards for authorization.

§ 99.03 DEFINITIONS

1. **Archaeology / Archaeological site** - is a location that contains physical evidence of past human behavior that allows for its interpretation.
2. **Alteration** - Any act or process that changes one or more of the exterior architecture features of a building or structure, including but not limited to the erection, construction, reconstruction, or removal of the building or structure
3. **Addition** - Any act or process that changes one or more of the exterior architectural features of a building or structure by adding to, joining with or increasing the size or capacity of the building or structure.
4. **Building** - Any structure created for the support, shelter or enclosure of persons, animals, or property of any kind and which is permanently affixed to the land.
5. **Certificate of Appropriateness** - A certificate issued by the CHRC indicating that a proposed change, alteration or demolition of a historic building or structure or within a historic site or district, is in accordance with the provisions of this chapter and local design guidelines.
6. **Change** - Any alteration, demolition, removal or construction involving any property subject to the provisions of this chapter.
7. **CHRC** – City Historic Review Commission. The body who is empowered to review and approve landmark designations and certificates of appropriateness for historic structures and sites within designated boundaries in the City of Piqua.
8. **Construction** - The act of constructing an addition to an existing structure or the erection of a new principal or accessory structure on a lot or property.
9. **Demolition** - Any act or process that destroys in part or in whole any building or structure.
10. **Demolition by Neglect** - Any failure in the maintenance and repair of any site or structure within any historic district that results in any of the following conditions:
 - a. The deterioration of the foundation, exterior wall, roof, chimney, door or window, to an extent that creates or permits a hazardous condition to exist; or

- b. The deterioration of the foundation, exterior wall, roof, chimney, door or window, the lack of adequate waterproofing, or the deterioration of interior features which will or could result in permanent damage, injury, or loss of the foundations, exterior wall, roof, chimney, door or window of the structure.
11. **Historic District** - Any area designated by ordinance of the City which may contain within definable geographic boundaries, buildings, structures or sites of historic, architectural or archaeological significance
12. **Historic Structure** - Any building or structure which has historic, architectural or archaeological significance and has been so designated according to the provisions of this chapter. The significance of a property to the history, architecture, archaeology, engineering, or culture of a community, state, or the nation. It may be achieved in several ways:
- Association with broad pattern of our history, events, activities, or patterns
 - Association with important persons
 - Distinctive physical characteristics of design, construction, or form
 - Potential to yield information important in history or prehistory (archaeology)
13. **Landmark** - Any building, structure or archaeological site that has been designated as a "landmark" by the City of Piqua or the CHRC, pursuant to procedures proscribed herein, that is worthy of preservation, restoration or rehabilitation because of its historic, architectural or archaeological significance. This may or may not be recorded within the National Register of Historic Places.
14. **Owner** - the owner or owners of record
15. **Preservation** - The act or process of applying measures necessary to sustain the existing form, integrity and materials of an historic property.
16. **Reconstruction** - The act or process of depicting, by means of new construction, the form, features, and detailing of a non-surviving site, landscape, building, structure or object for the purpose of replicating its appearance at a specific period of time and in its historic location.
17. **Rehabilitation** - The act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features, which convey its historical, cultural, or architectural values.
18. **Restoration** - The act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and reconstruction of missing features from the restoration period. The limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code required work to make properties functional is appropriate within a restoration project.
19. **State Historic Preservation Office (SHPO)** –The official historic preservation agency of the State of Ohio.

§ 99.04 DISTRICT BOUNDARIES / CURRENT LANDMARKS

- A. The boundary of the Piqua Historic District shall consist of two separate sub-areas – the Caldwell Historic District and the Downtown Historic District. A map of said boundaries shall be attached to the approved Ordinance as Exhibit A. These boundaries shall be considered and documented as a zoning overlay district with additional regulations as noted within Chapter 99. Those boundaries generally include the following roadways:
- N. Main Street – Wood Street to Riverside Drive;
 - N. Wayne Street – Water Street to Riverside Drive;
 - N. Downing Street – Water Street to Park Avenue;
 - Caldwell Street – High Street to Camp Street.
- B. Current designated areas and landmarks on the National Register of Historic Places or are designed as local landmarks approved by the CHRC within the City of Piqua which may or may not be located within the Piqua Historic District but are regulated by Chapter 99 are noted below. Additional local landmarks may be added by the CHRC per the process noted in § 99.06 and will be added to Exhibit B attached to this Ordinance.

Buildings / Structures

1. **Fort Piqua Plaza.** 114 W. Main Street, Piqua, OH 45356
 - Added 2/15/1974
 - National Historic Register - Reference #74001576
2. **Arrowston.** 1220 Park Avenue, Piqua, OH 45356
 - Added 2/8/1980
 - National Historic Register - Reference #8003162
3. **Old Piqua High School.** 316 N. College Street, Piqua, OH 45356
 - Added 8/22/1996
 - National Historic Register - Reference #96000927
4. **Zollinger Building.** 101 S. Wayne Street, Piqua, OH 45356
 - Added 12/15/2015
 - National Historic Register - Reference #15000903

Historic Districts

5. **Piqua – Caldwell Historic District.** Defined Boundary.
 - Added 1/11/1985
 - National Historic Register - Reference #71000646

§ 99.05 COMMISSION

- A. **Established / Membership.** The City Historic Review Commission (CHRC) is established and membership is defined under § 32.110, and shall follow all requirements of that section of this Code.
- B. **Powers.** The CHRC shall determine the appropriateness of the application of any property owner regarding the demolition, construction, preservation, restoration, rehabilitation of any home, commercial establishment or other structure, or new construction within the Piqua Historical District and to ensure that work conforms to the City's historic preservation goals and the guidance provided by the *The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving Rehabilitating, Restoring & Reconstructing Historic Buildings, 2017* (see <https://www.nps.gov/tps/standards.htm>). Minor work, as delegated by the CHRC, is approved by the Community Services Director following the policy guidance of the CHRC. The CHRC shall also be empowered to designate local landmarks within the City of Piqua.

§ 99.06 PROCESS

- A. The CHRC shall review and have final approval authority over two types of applications – Landmark Designation Requests and Certificates of Appropriateness. Reviews for designation as a local landmark may occur outside of the boundaries of the Piqua Historic District, but once approved, all applicable regulations within Chapter 99 will become effective on the property.
- B. **Application Initiation.** Any person, firm, corporation or agency may submit an application to the CHRC, provided they are the owner or the owner's representative of the property for which the application is being submitted.
- C. **Landmark / District Designation.**
 - 1. **Designation General Review Criteria.** To consider the designation of any area, property, or site as a historic district or local landmark in the Piqua Historic registry, the CHRC shall apply the criteria below. A property is not required to be located within the boundaries of the Piqua Historic District to be considered for local landmark designation.
 - a. Its character, interest or value as part of the development, heritage or cultural characteristics of the city, state or nation;
 - b. Its location as a site of a significant historic event;
 - c. Its identification with a person significant in our past;
 - d. Its exemplification of the cultural, economic or social heritage of the city, state or nation;

- e. Its portrayal of a group of people in an era of history, characterized by a distinctive architectural style;
 - f. Its embodiment of distinguishing characteristics of a building type or architectural style;
 - g. Its embodiment of elements of architectural design, detail, materials or craftsmanship, which represent a significant architectural innovation;
 - h. Its identification as the work of an architect or master builder whose work has influenced the city, state or nation; and/or
 - i. Its potential to yield information important in prehistory or history (archaeology).
2. **Registry.** A digital registry of structures and locations will be managed by the Community Services Department, which will be publicly available for review through the City of Piqua GIS portal.
- a. A. The CHRC shall work to conduct a continuing survey of cultural resources in the community according to guidelines established by SHPO.
 - b. Properties listed on the Piqua Historic Registry and designated as local landmarks are required to meet all obligations, standards, and requirements of this Ordinance, even if they are not within the boundaries of the Piqua Historic District.

D. Certificate of Appropriateness

1. **General Review Criteria.** Proposals must be approved where the applicant is found to have made a good-faith effort to match historic features with suitable materials and has achieved the stated goals of the CHRC and the spirit and intent of the *Secretary of the Interior's Standards and Guidelines*.
- a. Materials that would have been used in historic construction are encouraged and may be required to preserve significant features. In some cases, modern materials exist which are able to perform better in the weather and area not noticeably different viewed from public right-of-way. These modern equivalents may also be approved where the CHRC has found their use appropriate and in fulfillment of preservation goals.
 - b. The CHRC and Community Services Director or his/her designee have the authority to make minor adjustments to the design standards of the City of Piqua Development Code (Title XV) for any Piqua Historic District property where the adjustment will achieve goals of historic preservation as

outlined by the Secretary of the Interior's Standards and Guidelines.

2. **Certificate of Appropriateness** is required before any change of any property within the district, including any demolition, construction, reconstruction, or restoration of the exterior of a building; placement of new landscaping; erection of new signs; and any material alteration in landscaping, signage, exterior color, or external architectural features, may occur on any property registered within the Piqua Historic District. Any gradual change of a structure constituting a significant modification must also receive a Certificate of Appropriateness to achieve compliance.
3. A Certificate of Appropriateness is not required for the following:
 - a. The ordinary maintenance or repair of any property that does not involve a change in design, material, color, signage or outer appearance. This includes in-kind replacement of existing windows or doors;
 - b. Any change that the Miami County Building Official determines to be required for public safety because of an unsafe condition;
 - c. Interior arrangements within a building; and
 - d. Where a building has been compromised and must be temporarily secured. For example, a broken window must be boarded or patched, or a temporary door installed until a compliant door may be found. A Certificate of Appropriateness for changes made for temporary security must be sought within 30 days of any modification.
4. The Community Services Director or his/her designee has the authority to review and approve minor work in the Piqua Historic District. Minor work approvals will be reported to the CHRC and includes:
 - a. Any modification to an existing structure, previously designated as not historically significant by the CHRC, that the Community Services Director or his/her designee deems to have no impact on any surrounding historically significant structure. Modifications must be found by the Community Services Director to be reasonably fitting with the character of the Piqua Historic District.
 - b. The construction of a new structure on a property within the Piqua Historic District. To qualify as minor work, the new construction must meet all standards of the City of Piqua Development Code without any variance.
 - c. Repainting of previously painted surfaces. Applicants are encouraged to select from historic color palettes appropriate

to the era of the Historic District. Applicants are required to use their painting choices to highlight architectural features of a building with use of accent colors and to avoid using the same color over all surfaces of a facade. Applicants are encouraged to select paint colors that do not match those of neighboring structures. The Development Director may not approve any fluorescent paint color as minor work;

- d. In-kind repair or replacement of existing siding, doors, windows, roofs, gutters and downspouts. The Community Services Director may not approve any deviation from the materials or appearance of any significant architectural feature;
 - e. Installation of, or changes to, off-street parking and loading, including curb cuts;
 - f. Repair of exterior surfaces such as caulking, masonry repainting, and nonabrasive cleaning;
 - g. Replacement, removal or installation of fencing;
 - h. The removal of structures or additions previously designated by the CHRC as not historically significant;
 - i. The installation of signs that meet all standards of the City of Piqua Development Code (Title XV) without any variance unless otherwise stated to require CHRC review; and
 - j. Temporary installation of lights, art displays, signs or decorations for a period of less than 60 consecutive days.
5. It is recommended that applicants within the Piqua Historic District contact the City to verify a Certificate of Appropriateness is not required before proceeding with any work.
 6. **Certificate Revisions.** Minor revisions to an approved Certificate of Appropriateness may be approved by the Community Services Director following review consistent with this Ordinance.
 7. **Certificate Expiration.** An application submitted for a Certificate of Appropriateness will expire if there is no activity within 60 days of the issuance of the Certificate.
 8. **Validity.** A Certificate of Appropriateness remains valid for 180 calendar days. Construction of the change must be completed before the expiration of the issued Certificate of Appropriateness. The Community Services Director is authorized to grant, in writing, an extension of a Certificate of Appropriateness for a period not more than 180 calendar days. When requesting an extension of a Certificate of Appropriateness, the applicant must provide the Department with a letter stating the reason for the delay of project completion. In no case will a Certificate of Appropriateness remain valid for more than 12 months. Projects associated with expired

certificates must submit a new Certificate of Appropriateness application and may be subject to denial.

- E. **Alternative Equivalent Compliance.** Alternative equivalent compliance is a procedure that allows an applicant for a COA, and other limited applications, to propose unique design options, new materials, or new technologies, as an alternative to a standard or guideline established in the City of Piqua Development Code provided it meets or exceeds the intent of the design-related provisions. It is not a variance, waiver or weakening of regulations; rather, this procedure permits an applicant to suggest an alternative approach that is very specific to the project and that is equal to or better than the strict application of a specific standard or guideline. An approval of an alternative equivalent compliance shall apply only to the specific site for which it is requested and does not establish a precedent for assured approval of other requests.

An alternative equivalent compliance application can be obtained at the Community Services Department. The application shall be reviewed simultaneously with the COA application with the CHRC having the authority to make a decision on both applications.

Decisions on an alternative equivalent compliance application shall be based on consideration of the review criteria summarized as follows:

1. The proposed alternative achieves the intent of the subject standard or guideline to the same or better degree than the subject standard or guideline;
2. The proposed alternative achieves the goals and policies of the comprehensive plan to the same or better degree than the subject standard or guideline;
3. The proposed alternative results in benefits to the community that are equivalent to or better than compliance with the subject standard or guideline; and
4. The proposed alternative imposes no greater impacts on adjacent properties than would occur through compliance with the specific requirements of this Historic Preservation Ordinance or the standards of Title XV – Development Code.

- F. **Public Hearing.** The CHRC shall set a date and time for a public hearing once an application is filed and fees are paid, which shall not be less than ten (10) days nor more than sixty (60) days from the filing date.

1. Written notice of the hearing shall be given at least ten (10) days prior to the hearing date to the owners of property within and

contiguous to and directly across the street from the applicant's property.

2. In addition, public notice of such hearings as to the time, place, date, and subject of the hearing, shall be placed on the City of Piqua website. Any party in interest may appear and be heard at the hearing in person, by agent, or by attorney.
- G. **Historical Significance.** For buildings and structures within the boundaries of the Piqua Historic District, the CHRC shall determine if a building is historically significant based on the criteria defined in §99.03.12. If a structure is not determined to be historically significant by a majority of the CHRC by vote, the property may be permitted to have reduced requirements or have alternative equivalent compliance as defined in §99.06.E.
- H. **Decision.** Minutes of each meeting shall be kept and shared publicly after they are formally approved. The CHRC shall render a written decision of a majority of the members of the Commission without any unreasonable delay after the close of a hearing, and in all cases, within forty-five (45) days after the close of the hearing. A copy of the decision and findings shall be sent to the owner, applicant, Planning Commission, and City Commission.
- I. **Appeal.** In the event that the CHRC does not approve an application, the applicant has the right to appeal that decision to the City of Piqua Board of Zoning Appeals, pursuant to the City of Piqua Development Code (Title XV).

§ 99.07 CRITERIA FOR DEMOLITION OR RELOCATION OF A STRUCTURE

- A. The demolition or relocation of a structure may only be considered if the CHRC finds that the following conditions prevail:
1. There is no viable economic use of the structure as it exists; and
 2. A written report by a contractor acceptable to the CHRC demonstrates it is not feasible to restore the structure.
- B. The CHRC may also take into consideration the following criteria when making their decision:
1. The historic, scenic, cultural, aesthetic or architectural significance of the building, structure, site or object;
 2. The importance of the historic structure, building, site or object to the ambiance of a district;
 3. The difficulty or the impossibility of reproducing such a structure, building, site or object because of its design, texture, material, detail or unique location;

4. Whether the historic structure, building, site or object is one of the last remaining examples of its kind in the City;
 5. Whether there are definite plans for reuse of the property if the proposed demolition is carried out, and what the effect of those plans on the character of the surrounding area would be;
 6. Whether the structure would be more appropriate in the proposed new location;
 7. Whether the property owner has listed the property for sale to attempt to save the structure;
 8. Whether reasonable measures can be taken to save the historic structure, building, site or object from collapse; and
 9. Whether the historic structure, building, site or object is capable of earning reasonable economic return on its value.
- C. Issuance of a Certificate of Appropriateness for demolition must be followed by a demolition permit, as outlined within the Piqua Development Code – Title XV - Article 7 (Administration). Demolition adjacent to sensitive historic structures must present liability insurance sufficient to cover unintentional damage to adjacent historic structures. A plan must be submitted to demonstrate how loss of adjacent historic property will be prevented.

§ 99.08 MODIFICATIONS

Exterior modifications of a historic structure within the Piqua Historic District or to a structure that is on the Registry requires a Certificate of Appropriateness (§ 99.06.D)

§ 99.09 DEMOLITION BY NEGLIGENCE

Demolition by neglect is prohibited. Demolition by neglect means any failure in the maintenance and repair of any designated site or structure within the District that results in any of the following conditions:

- A. The deterioration of the foundation, exterior wall, roof, chimney, door or window, to an extent that creates or permits a hazardous condition to exist; or
- B. The deterioration of the foundation, exterior wall, roof, chimney, door or window, the lack of adequate waterproofing, or the deterioration of interior features which will or could result in permanent damage, injury, or loss of the foundations, exterior wall, roof, chimney, door or window of the structure.

§ 99.10 ACCIDENTAL DAMAGE

An owner of a designated landmark property will be responsible for maintaining adequate insurance coverage of an amount to cover any damage to the exterior of the structure, including the total reproduction of the building and any historically significant accessory buildings should any damage occur, or demolition be necessary due to fire, flood, or other accidental cause. If insurance coverage is not maintained, the owner will be responsible for the cost of repairs.

§ 99.11 ENFORCEMENT AND PENALTIES

- A. If it is found that any of the provisions of these standards are being violated, the person responsible for such violations shall cease all work upon notification and no work shall be performed except to correct the violations. All work shall be corrected within a reasonable period and any violations not corrected within the specified time may be prosecuted.
- B. Whoever constructs, reconstructs, or alters any exterior architectural feature or demolishes a substantial part or all of any building within the District without a Certificate of Appropriateness shall be fined not more than one hundred dollars (\$100.00). Each day of violation shall be considered a separate offense. Whoever violates this section shall be required to restore and reconstruct such features in full detail.

§ 99.12 SEVERABILITY

If any provision of this Ordinance or the application thereof is held invalid, such invalidity shall not affect other provisions or application of this Ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are hereby declared severable.

RESOLUTION No. PC 9-24

WHEREAS, an amendment has been proposed to adopt "Chapter 99: City of Piqua Historic Preservation," to the Code of Ordinances as shown in Exhibit A, attached; and,

WHEREAS, the Planning Commission has studied the request, conducted a public hearing on the matter, and has established findings that indicate the proposed code amendment:

- Will not threaten the general health, safety, and welfare of the community; and
- Conforms to all applicable plans and policies of the city.

NOW THEREFORE BE IT RESOLVED, board member **Brad Bulp** hereby moves to recommend approval of the ordinance change, as described by "Exhibit A," the motion is seconded by board member **Eddie Harvey** and the voting record on this motion is hereby recorded as follows.

	AYE	NAY	ABSTAIN	ABSENT
Mr. Gary Koenig	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mr. Eddie Harvey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mr. Terry Wright	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mr. Bradley Bulp	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mr. Adam Seas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Commission Agenda Staff Report

MEETING DATE	April 16, 2024		
REPORT TITLE	An ordinance to adopt Chapter 99: Piqua Historic Preservation Ordinance		
SUBMITTED BY	Name & Title: Kyle Hinkelman, Community Services Director		
	Department: Community Services 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 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>This Ordinance creates a new Ordinance – Chapter 99: Piqua Historic Preservation Ordinance. The Planning Commission recommend approval in a 5-0 vote on April 10, 2024.</p> <p>The creation of this Ordinance furthers the goal of the City of Piqua to become a Certified Local Government (CLG). Working with the State Historic Preservation Office (SHPO), this language was crafted to meet the requirements from SHPO to become a CLG. The Ordinance does three main things – 1. Creates a new consolidated boundary line for the Piqua Historic District, 2. Creates a process and procedures for review of landmark designations and Certificates of Appropriateness within the District and for landmarked structures, and 3. Creates a separate City Historic Review Commission (CHRC).</p>		
BUDGETING AND FINANCIAL IMPACT	Budgeted \$:	N/A	
	Expenditure \$:	N/A	
	Source of Funds:	N/A	
	Narrative:	N/A	
OPTIONS	1.	Approve of the adoption of the ordinance.	
	2.	Disapprove of the adoption of the ordinance.	
PROJECT TIMELINE	<p>April 16th – 1st Reading</p> <p>May 7th – 2nd Reading</p> <p>May 21st – 3rd Reading / Approval</p>		
STAFF RECOMMENDATION	Approve the proposed Ordinance.		
REASON FOR SELECTING CONSULTANT/COMPANY	N/A		

ATTACHMENTS

Chapter 99: Piqua Historic Preservation Ordinance, Exhibit A: Boundary Map, Exhibit B: Piqua Historic Registry

ORDINANCE NO. O-4-24

AN ORDINANCE TO AMEND CHAPTER 32: BOARDS AND COMMISSIONS

WHEREAS, the Piqua Code of Ordinances Chapter 32 establishes Boards and Commissions; and,

WHEREAS, the Planning Commission has recommended in a 5-0 vote to amend Chapter 32 as listed below; and,

WHEREAS, the Planning Commission has recommended amending the Sections below to state the following:

Board of Zoning Appeals

- § 32.095 ESTABLISHMENT; MEMBERSHIP.

There is hereby established a Board of Zoning Appeals (BZA). The board shall have the duties and powers imposed by ordinance and this code. The board shall hear appeals from decisions and adjudications under the city's zoning regulations made by the Community Services Director, City Planner, Code Compliance Coordinator, and other persons or administrative bodies authorized to administer and enforce the city's zoning regulations.

 - *(a) The Board shall consist of five (5) members, who shall be residents of the city and serve five-year terms.*
 - *(b) The City Commission shall appoint members of the BZA and may remove any member of the Board for cause upon written charges after a public hearing.*
 - *(c) The City Commission shall remove any member of the Board who during his or her term changes his or her residence to outside the city.*
 - *(d) Vacancies shall be filled by the City Commission for the unexpired term of the member affected.*
 - *(e) One member of the Planning Commission shall be a member of the BZA and will be appointed by the chair of the Planning Commission annually.*
 - *(f) There shall not be any limit to the number of terms for a BZA member.*
 - *(g) The City Planner shall be a nonvoting ex-officio member of the Board of Appeals.*
- § 32.096 ORGANIZATION.
 - *The BZA shall annually elect its own officers as well as adopt rules as necessary to allow for the efficient and effective management of meetings.*
 - *(a) Officers shall be the Chair and Vice-Chair.*

- *(b) Meetings shall be held at the call of the Chair and at any other times as the Board may determine.*
 - *(c) Three members of the BZA shall constitute a quorum for the conducting of business.*
 - *(d) The Chair, or in his or her absence, the Vice-Chair may administer oaths and compel the attendance of witnesses.*
 - *(e) All meetings and records shall be open to the public, with public meeting minutes being adopted formally.*
- **§ 32.097 JURISDICTION.**
 - *(a) Any person, property owner, tenant, or any governmental officer, department, board, or bureau may apply for exception or variance from the strict applications of terms of the City of Piqua Development Code (Title XV), or appeal a decision of the enforcing officer to the Board of Appeals as defined within this Code.*
 - *(b) Any appeal of a ruling of the enforcing officer shall stay all proceedings*
 - *unless the enforcing officer certifies that, by reason of acts pertaining to the matter in question, a stay may jeopardize the health, safety or welfare of the community thereof. When the certification is made, proceedings shall not be stayed except by a restraining order granted by the court of common pleas.*
- **§ 32.098 POWERS.**
 - *The Board of Zoning Appeals shall have the powers and duties expressly identified in the Development Code (Title XV), specifically under Article 7.1.3.*

City Historic Review Commission

- **§ 32.110 ESTABLISHMENT; MEMBERSHIP.**

There is hereby established a City Historic Review Commission (CHRC) of five (5) members. The board shall have the duties and powers imposed by ordinance and this code .

 - *(a) Members shall be residents of the City of Piqua.*
 - *(b) No member shall be an official or employee of the city.*
 - *(c) Members shall serve without compensation and shall be appointed for a term of five (5) years, except that of the members first appointed, one shall be for a term of one (1) year, one for two (2) years, one shall be for three (3) years, one for four (4) years, and one for five (5) years.*
 - *(d) To the extent possible, the CHRC shall include professional members in the fields of architecture, architectural history, history, archaeology, planning, or related disciplines.*
 - *(h) The City Commission shall appoint members of the CHRC and may remove any member of the Commission for cause upon written charges after a public hearing.*

- (i) *The City Commission shall remove any member of the Commission who during his or her term changes his or her residence to outside the city.*
- (j) *Vacancies on the CHRC shall be filled within 60 days by the City Commission unless extenuating circumstances require a longer period.*

- **§ 32.111 ORGANIZATION.**
The CHRC shall annually elect its own officers as well as adopt rules as necessary to allow for the efficient and effective management of meetings.
 - (a) *Officers shall be the Chair and Vice-Chair.*
 - (b) *Meetings shall be held at the call of the Chair and at any other times as the Commission may determine, but at least quarterly (four times per year).*
 - (c) *Three members of the CHRC shall constitute a quorum for the conducting of business.*
 - (d) *All meetings and records shall be open to the public, with public meeting minutes being adopted formally.*
 - (e) *Staff in the Community Services Department shall produce an annual report in conjunction with the CHRC that is published annually and available for public inspection.*

- **§ 32.112 POWERS.**
The CHRC shall have the powers and duties expressly identified in Chapter 99 Piqua Preservation Ordinance, specifically § 99.05.B.

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 Ordinance referencing Chapter 32: Boards and Commissions 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 – 4/16/2024

2nd Reading – 5/7/2024

3rd Reading – 5/21/2024

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 Hohman _____

Commissioner Paul Simmons _____

MODIFICATIONS TO CHAPTER 32 – BOARDS AND COMMISSIONS

Board of Zoning Appeals

§ 32.095 ESTABLISHMENT; MEMBERSHIP.

There is hereby established a Board of Zoning Appeals (BZA). The board shall have the duties and powers imposed by ordinance and this code. The board shall hear appeals from decisions and adjudications under the city's zoning regulations made by the Community Services Director, City Planner, Code Compliance Coordinator, and other persons or administrative bodies authorized to administer and enforce the city's zoning regulations.

- (a) The Board shall consist of five (5) members, who shall be residents of the city and serve five-year terms.
- (b) The City Commission shall appoint members of the BZA and may remove any member of the Board for cause upon written charges after a public hearing.
- (c) The City Commission shall remove any member of the Board who during his or her term changes his or her residence to outside the city.
- (d) Vacancies shall be filled by the City Commission for the unexpired term of the member affected.
- (e) One member of the Planning Commission shall be a member of the BZA, and will be appointed by the chair of the Planning Commission annually.
- (f) There shall not be any limit to the number of terms for a BZA member.
- (g) The City Planner shall be a nonvoting ex-officio member of the Board of Appeals.

§ 32.096 ORGANIZATION.

The BZA shall annually elect its own officers as well as adopt rules as necessary to allow for the efficient and effective management of meetings.

- (a) Officers shall be the Chair and Vice-Chair.
- (b) Meetings shall be held at the call of the Chair and at any other times as the Board may determine.
- (c) Three members of the BZA shall constitute a quorum for the conducting of business.
- (d) The Chair, or in his or her absence, the Vice-Chair may administer oaths and compel the attendance of witnesses.
- (e) All meetings and records shall be open to the public, with public meeting minutes being adopted formally.

§ 32.097 JURISDICTION.

- (a) Any person, property owner, tenant, or any governmental officer, department, board, or bureau may apply for exception or variance from the strict applications of terms of the City of Piqua Development Code (Title XV), or appeal a decision of the enforcing officer to the Board of Appeals as defined within this Code.
- (b) Any appeal of a ruling of the enforcing officer shall stay all proceedings unless the enforcing officer certifies that, by reason of acts pertaining to the matter in question, a stay may jeopardize the health, safety or welfare of the community thereof. When the certification is made, proceedings shall not be stayed except by a restraining order granted by the court of common pleas.

§ 32.098 POWERS.

The Board of Zoning Appeals shall have the powers and duties expressly identified in the Development Code (Title XV), specifically under Article 7.1.3.

City Historic Review Commission

§ 32.110 ESTABLISHMENT; MEMBERSHIP.

There is hereby established a City Historic Review Commission (CHRC) of five (5) members. The board shall have the duties and powers imposed by ordinance and this code .

- (a) Members shall be residents of the city of Piqua.
- (b) No member shall be an official or employee of the city.
- (c) Members shall serve without compensation and shall be appointed for a term of five (5) years, except that of the members first appointed, one shall be for a term of one (1) year, one for two (2) years, one shall be for three (3) years, one for four (4) years, and one for five (5) years.
- (d) To the extent possible, the CHRC shall include professional members in the fields of architecture, architectural history, history, archaeology, planning, or related disciplines.
- (h) The City Commission shall appoint members of the CHRC and may remove any member of the Commission for cause upon written charges after a public hearing.
- (i) The City Commission shall remove any member of the Commission who during his or her term changes his or her residence to outside the city.
- (j) Vacancies on the CHRC shall be filled within 60 days by the City Commission, unless extenuating circumstances require a longer period.

§ 32.111 ORGANIZATION.

The CHRC shall annually elect its own officers as well as adopt rules as necessary to allow for the efficient and effective management of meetings.

- (a) Officers shall be the Chair and Vice-Chair.
- (b) Meetings shall be held at the call of the Chair and at any other times as the Commission may determine, but at least quarterly (four times per year).
- (c) Three members of the CHRC shall constitute a quorum for the conducting of business.
- (d) All meetings and records shall be open to the public, with public meeting minutes being adopted formally.
- (e) Staff in the Community Services Department shall produce an annual report in conjunction with the CHRC that is published annually and available for public inspection.

§ 32.112 POWERS.

The CHRC shall have the powers and duties expressly identified in Chapter 99 Piqua Historic Preservation Ordinance, specifically § 99.05.B.

RESOLUTION No. PC 10-24

WHEREAS, an amendment has been proposed to amend “Chapter 32: Boards and Commissions” to the Code of Ordinances as shown in Exhibit B, attached; and,

WHEREAS, the Planning Commission has studied the request, conducted a public hearing on the matter, and has established findings that indicate the proposed code amendment:

- Will not threaten the general health, safety, and welfare of the community; and
- Conforms to all applicable plans and policies of the city.

NOW THEREFORE BE IT RESOLVED, board member **Brad Bubp** hereby moves to recommend approval of the ordinance change, as described by “Exhibit B,” the motion is seconded by board member **Adam Seas** and the voting record on this motion is hereby recorded as follows.

	AYE	NAY	ABSTAIN	ABSENT
Mr. Gary Koenig	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mr. Eddie Harvey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mr. Terry Wright	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mr. Bradley Bubp	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mr. Adam Seas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Commission Agenda Staff Report

MEETING DATE	April 16, 2024		
REPORT TITLE	An ordinance to amend Chapter 32: Boards and Commissions		
SUBMITTED BY	Name & Title: Kyle Hinkelman, Community Services Director		
	Department: Community Services 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 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>This Ordinance modifies Chapter 32: Boards and Commissions. The Planning Commission recommended approval in a 5-0 vote on April 10, 2024.</p> <p>This Ordinance would amend Chapter 32 to include two new boards formally: 32.095-32.098 Board of Zoning Appeals, and 32.110-32.112 City Historic Review Commission.</p>		
BUDGETING AND FINANCIAL IMPACT	Budgeted \$:	N/A	
	Expenditure \$:	N/A	
	Source of Funds:	N/A	
	Narrative:	N/A	
OPTIONS	1.	Approve of the adoption of the ordinance.	
	2.	Disapprove of the adoption of the ordinance.	
PROJECT TIMELINE	<p>April 16th – 1st Reading</p> <p>May 7th – 2nd Reading</p> <p>May 21st – 3rd Reading / Approval</p>		
STAFF RECOMMENDATION	Approve the proposed Ordinance.		
REASON FOR SELECTING CONSULTANT/COMPANY	N/A		
ATTACHMENTS	Chapter 32: Boards and Commissions modifications.		

ORDINANCE NO. O-5-24

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 in a 5-0 vote to amend the Sections listed below of the Piqua Development Code; and,

WHEREAS, the Planning Commission has recommended amending the Sections below to state the following:

- *The Addition of Data Center to Industrial Uses, with it being a Special use in the IL District, and Permitted in the IH District;*
- *Section 3.6.3.A.1
In T-FX districts, all moderate-impact industrial uses must take place within a fully-enclosed building.*
- *Section 3.6.9
Data Center means real and personal property consisting of buildings or structures specifically designed or modified to house networked computers and data and transaction processing equipment and related infrastructure support equipment, including, without limitation, power and cooling equipment, used primarily to provide, as a serve to person other than the company operating the data center, data and transaction processing services, outsource information technology services and computer equipment co-location services, or, used primarily to provide to a single user, including the user's affiliates, customers, lessees, vendors and other persons authorized by the user, data and transaction processing services.
A. Use Standards
 1. *Outdoor areas used for the loading, parking, and storage of tractor trailers must be screened using a Moderate-Impact Common Lot Line Screen (§4.3.7) along all common lot lines except for an abutting warehouse and distribution or industrial use.*
 2. *Outdoor areas used for the loading, parking, and storage of tractor trailers must be screened using a High-Impact Frontage Screen (§4.3.7) along all lot lines abutting a public right-of-way.**
- *7.1.1 – Removal of Historic Preservation Section completely*
- *7.1.2 – Development Director*

The title “Development Director” shall reference the Director of the Community Services Department or other titled department that has management authority over the Planning and Zoning Division and has those powers and duties expressly identified in this Article, including but not limited to:

...

B. Decision

To review and decide on applications for:

- 1. development and sign permits;*
- 2. temporary use permits;*
- 3. final plats without dedication;*
- 4. administrative adjustments; and*
- 5. Certificates of Appropriateness where allowed in this Development Code and Chapter 99 – Piqua Historical Preservation Ordinance.*

- *7.1.3 – Board of Zoning Appeals*

The Board of Zoning Appeals (BZA) is established and organized under § 32.095 and § 32.096 of the City of Piqua Codified Ordinances. The Board of Zoning Appeals has those powers and duties expressly identified in this Article, including but not limited to:

- *7.1.4 – Planning Commission*

Remove “C. Historic Preservation” in its entirety.

- *7.2.3 – Special Use Permit*

K.5 Preservation of Exterior Architectural Features

Proposals for adaptive reuse must preserve the exterior appearance of the church or other place of worship structure. Additions or alterations to sites must receive a Certificate of Appropriateness from the City Historic Review Commission (Chapter 99 of the City of Piqua Codified Ordinances).

- *7.2.5 – Development Permit*

H. Administrative Adjustment

2. Approval Criteria

b. In addition, the adjustment may not exceed a change of more than 15% to any numerically described standard, unless a separate standard on the same site is improved by an equal or greater amount. For example, if the maximum width allowed for a building is 150 feet, an administrative adjustment may be allowed up to 172.5 total feet. Beyond this cap on adjustments, the Development Director may require an additional 15% landscape screening or other equivalent standard in replacement, or require a variance must be sought. The Development Director may not create more restrictive standards through adjustments, unless agreed to by the developer, builder, or permit application requestor.

- *7.2.10 – Certificate of Appropriateness*

Certificates of Appropriateness are reviewed and approved by the City Historic Review Commission (CHRC) per Chapter 99.06.D.

- *7.4 – Review Fees and Registration
Update Zoning Verification Letter - \$30 per parcel*

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 – 4/16/2024

2nd Reading – 5/7/2024

3rd Reading – 5/21/2024

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 Hohman _____

Commissioner Paul Simmons _____

RESOLUTION No. PC 11-24

WHEREAS, an amendment has been proposed to amend "Title XV-Development Code" to the Code of Piqua as shown in Exhibit C, attached; and,

WHEREAS, the Planning Commission has studied the request, conducted a public hearing on the matter, and has established findings that indicate the proposed code amendment:

- Will not threaten the general health, safety, and welfare of the community; and
- Conforms to all applicable plans and policies of the city.

NOW THEREFORE BE IT RESOLVED, board member **Brad Bubp** hereby moves to recommend approval of the ordinance change, as described by "Exhibit C," the motion is seconded by board member **Eddie Harvey** and the voting record on this motion is hereby recorded as follows.

	AYE	NAY	ABSTAIN	ABSENT
Mr. Gary Koenig	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mr. Eddie Harvey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mr. Terry Wright	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mr. Bradley Bubp	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mr. Adam Seas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

MODIFICATIONS TO TITLE XV – Development Code

Modify the Primary Use Table (Page 3-7)

- Add Data Center to Industrial uses, above Self-Service Storage, with it being a special use in the IL District, and Permitted in the IH District.

Modify 3.6.3A.1

3.6.3 A.1.

In T-FX districts, all moderate-impact industrial uses must take place within a fully-enclosed building. ~~The scale of these operations are limited to~~

Add 3.6.9.

3.6.9. **Data Center**

Data Center means real and personal property consisting of buildings or structures specifically designed or modified to house networked computers and data and transaction processing equipment and related infrastructure support equipment, including, without limitation, power and cooling equipment, used primarily to provide, as a serve to person other than the company operating the data center, data and transaction processing services, outsource information technology services and computer equipment co-location services, or, used primarily to provide to a single user, including the user’s affiliates, customers, lessees, vendors and other persons authorized by the user, data and transaction processing services.

A. **Use Standards**

1. Outdoor areas used for the loading, parking, and storage of tractor trailers must be screened using a Moderate-Impact Common Lot Line Screen (§4.3.7) along all common lot lines except for an abutting warehouse and distribution or industrial use.
2. Outdoor areas used for the loading, parking, and storage of tractor trailers must be screened using a High-Impact Frontage Screen (§4.3.7) along all lot lines abutting a public right-of-way.

Modify 7.1.1 Summary of Review Authority

Remove Historic Preservation section completely.

Historic Preservation									
Certificate of Appropriateness	§7.2.12	R	--	D	--		•	•	--

Modify 7.1.2 – Development Director

7.1.2 – Development Director

The title “Development Director” shall reference the Director of the Community Services Department or other titled department that has management authority over the Planning and Zoning Division and has those powers and duties expressly identified in this Article, including but not limited to:

...

B. Decision

To review and decide on applications for:

1. development and sign permits;
2. temporary use permits;
3. final plats without dedication;
4. administrative adjustments; and
5. Certificates of Appropriateness where allowed in this Development Code and Chapter 99 – Piqua Historical Preservation Ordinance.

Modify 7.1.3. Board of Zoning Appeals

The Board of Zoning Appeals (BZA) is established and organized under § 32.095 and § 32.096 of the City of Piqua Codified Ordinances. The Board of Zoning Appeals has those powers and duties expressly identified in this Article, including but not limited to:

A. Decision

To review and decide on applications for:

1. appeals of administrative decisions;
2. appeals of interpretation of this Development Code;
3. variances; and
4. appeals of action by the Development Department to enforce this Development Code.

Modify 7.1.4. Planning Commission

Remove “C. Historic Preservation” in its entirety.

Modify 7.2.3 Special Use Permit

K.5 Preservation of Exterior Architectural Features

Proposals for adaptive reuse must preserve the exterior appearance of the church or other place of worship structure. Additions or alterations to sites must receive a Certificate of Appropriateness from the City Historic Review Commission (Chapter 99 of the City of Piqua Codified Ordinances).

Modify section 7.2.5 – Development Permit

...

H. Administrative Adjustment

2. Approval Criteria

- b. In addition, the adjustment may not exceed a change of more than 15% to any numerically described standard, unless a separate standard on the same site is improved by an equal or greater amount. For example, if the maximum width allowed for a building is 150 feet, an administrative adjustment may be allowed up to 172.5 total feet. Beyond this cap on adjustments, the Development Director may require an additional 15% landscape screening or other equivalent standard in replacement, or require a variance ~~must~~ be sought. The Development Director may not create more restrictive standards through adjustments, unless agreed to by the developer, builder, or permit application requestor.

7.2.10. Certificate of Appropriateness

Remove Section in its entirety.

Certificates of Appropriateness are reviewed and approved by the City Historic Review Commission (CHRC) per Chapter 99.06.D.

Modify section 7.4 – Review Fees and Registration

Zoning Verification Letter - \$30 per parcel

Commission Agenda Staff Report

MEETING DATE	April 16, 2024		
REPORT TITLE	An Ordinance to amend Title XV: Land Usage, Piqua Development Code		
SUBMITTED BY	Name & Title: Kyle Hinkelman, Community Services Director		
	Department: Community Services 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 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>This Ordinance modifies Title XV: Land Usage, Piqua Development Code in multiple sections.</p> <p>The Planning Commission recommended approval in a 5-0 vote on April 10, 2024.</p> <p>This Ordinance modifies the following sections:</p> <ul style="list-style-type: none"> • Modify Primary Use Table – To add Data Center • 3.6.3.A.1 – Correct error • 3.6.9 – Add Data Center definition • 7.1.1 – Remove Historic Preservation Section from table • 7.1.2 – Clarify “Development Director” title. • 7.1.3 – Clarify establishment of BZA • 7.1.4 – Remove C. Historic Preservation entirely • 7.2.3 – Clarify the CHRC reviews • 7.2.5 – Provides additional flexibility in administrative approvals • 7.2.10 – Replaces text with CHRC review language • 7.4 – Increases Zoning Verification letter fees to \$30 / parcel 		
BUDGETING AND FINANCIAL IMPACT	Budgeted \$:	N/A	
	Expenditure \$:	N/A	
	Source of Funds:	N/A	
	Narrative:	N/A	
	1.	Approve of the adoption of the ordinance.	

OPTIONS	2.	Disapprove of the adoption of the ordinance.
PROJECT TIMELINE	April 16 th – 1 st Reading May 7 th – 2 nd Reading May 21 st – 3 rd Reading / Approval	
STAFF RECOMMENDATION	Approve the proposed Ordinance.	
REASON FOR SELECTING CONSULTANT/COMPANY	N/A	
ATTACHMENTS	Title XV: Land Usage, Development Code Modifications	

ORDINANCE NO. O-6-24

AN ORDINANCE TO REGULATE BURNING ACTIVITIES

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

SECTION 1: The City of Piqua shall not allow the use of city owned property for the destructive testing of batteries, equipment, or devices of any kind, including but not limited to deflagration testing; and

SECTION 2: The City of Piqua shall not allow the use of city owned property for the intentional setting of uncontained fires, defined as openly burning fires not mediated by a regulated tool, device, or appliance, which has been designed to safely manage and control a combustion reaction, except for the purposes of:

- i. cooking
- ii. heating
- iii. recreation
- iv. sanctioned pyrotechnic displays
- v. City maintenance, operation, or construction activities
- vi. emergency response activities
- vii. and for the training or certifying of firefighters or rescue personnel

participating in programs accredited under Chapter 4765 of the Ohio Revised Code³ where such excepted activities are otherwise compliant with all applicable laws and regulations;

SECTION 3: Training fires intentionally set on city owned property shall consist EXCLUSIVELY of Class A, Class B, and Class K fires¹;

SECTION 4: Training fires intentionally set on city owned property shall have fuel sources consisting EXCLUSIVELY of organic materials and petroleum products; excluding hard plastics, synthetic rubbers, and materials that are reasonably likely to result in a Class C or Class D fire¹; and excluding materials with a HAZMAT Material Classification Level² which is not either Class 2, Class 3, or Class 4; and not exceeding a fuel volume that is reasonably likely to result in an unattended burn time of longer than 6 hours;

SECTION 5: Training fires intentionally set on city owned property shall have in attendance no less than one firefighter, who is authorized by the State of Ohio with a certificate issued under Section 4765.55 of the Ohio Revised Code⁴, during the entirety of the burn, from the time of ignition, and who shall be responsible for declaring the burn “fully extinguished” at the conclusion of the burn;

SECTION 6: Training fires intentionally set on city owned property shall be compliant with the standards outlined in the National Fire Protection Association document “*NFPA 1403: Standard on Live Fire Training Evolutions*”⁵, where not otherwise specified by applicable laws and regulation;

SECTION 7: Any data captured, or recorded, during training fires intentionally set on city owned property shall be considered a part of the public domain, regardless of the entity conducting the test, and no data shall be considered the proprietary property of, or for the exclusive use by, any organization or entity;

SECTION 8: Any violation of this ordinance shall result in a civil penalty of \$150.00 for the first violation, \$300.00 for a second violation and \$500.00 for a third violation;

SECTION 9: This ordinance shall be enforced by the city manager or his designee and any violation may be appealed for hearing to the Board of Zoning appeals; and

SECTION 10: This Ordinance shall take effect and be in force from the earliest period allowed by law.

1st Reading – 5/7/2024
2nd Reading – 5/21/2024
3rd Reading – 6/4/2024

KRIS LEE, MAYOR

PASSED: _____

ATTEST: _____

CLERK OF COMMISSION

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

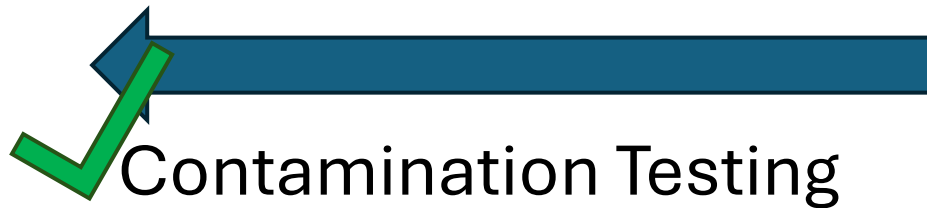
Mayor Kris Lee _____
Commissioner James Vetter _____
Commissioner Frank DeBrosse _____
Commissioner Thomas Hohman _____
Commissioner Paul Simmons _____

Address The Problem

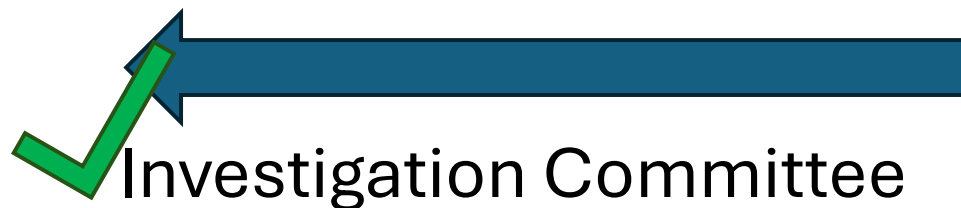
Destructive testing of industrial energy systems,
including the burning of lithium-ion batteries.

Multi-Vector Attack Plan

Looking to the Past

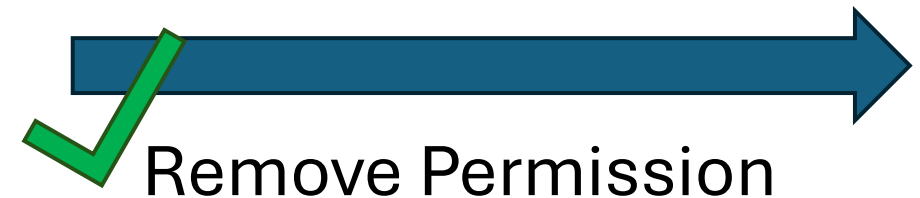


Contamination Testing



Investigation Committee

Looking to the Future



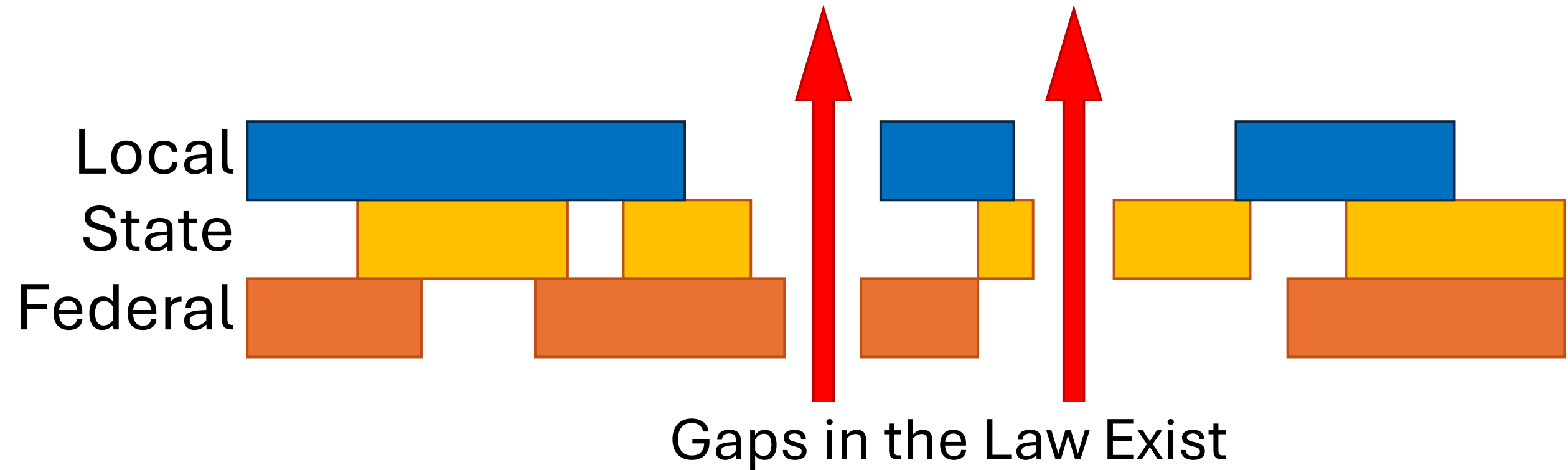
Remove Permission



Make it Illegal

Make It Illegal: The Regulatory Stack

Why wasn't this already illegal?

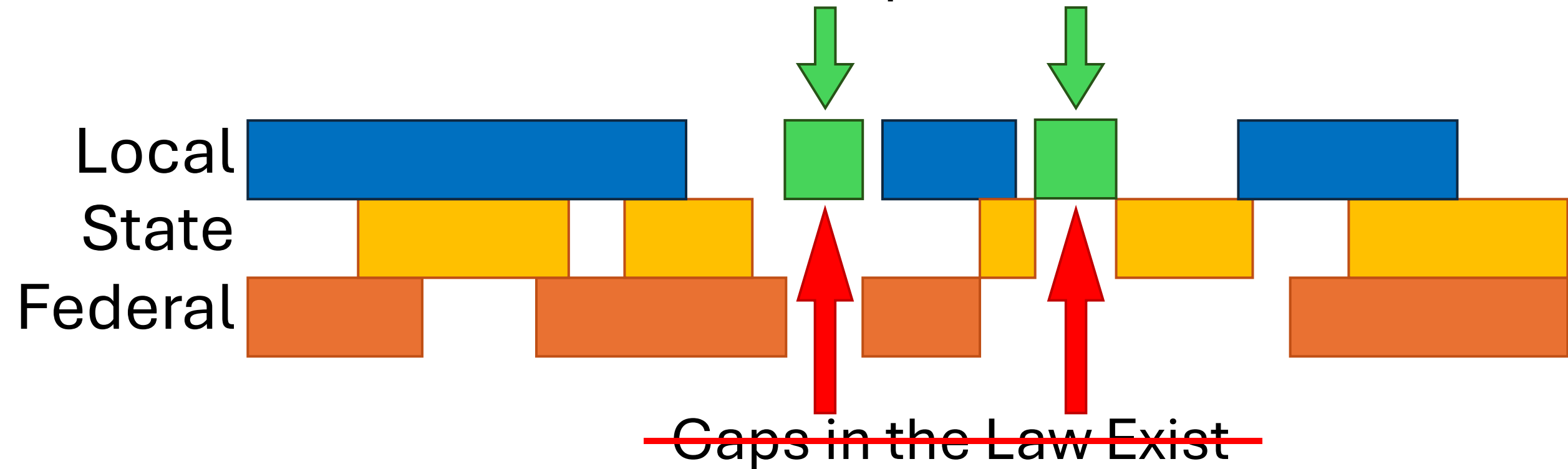


Make It Illegal: The Regulatory Stack

Why wasn't this already illegal?

How do we fix it?

Fill in the Gaps with **NEW** Law



**AN ORDINANCE TO REGULATE
BURNING ACTIVITIES UPON
PROPERTY OWNED BY
THE CITY OF PIQUA**

SECTION 1:

The City of Piqua shall not allow the use of city owned property for the destructive testing of batteries, equipment, or devices of any kind, including but not limited to deflagration testing

- This ordinance does **not** affect privately owned land. This ordinance will **not** change anything for citizens living, working, or enjoying privately owned land.
- This ordinance makes it illegal to conduct destructive testing on anything, not just batteries.
- Deflagration: as in to ignite, to burn rapidly with intense heat and sparks being given off.

SECTION 2: (Part 1)

The City of Piqua shall not allow the use of city owned property for the intentional setting of uncontained fires, defined as openly burning fires not mediated by a regulated tool, device, or appliance, which has been designed to safely manage and control a combustion reaction

- This law covers willful acts.
- This law does **not** affect gas stoves, blow torches, lighters, candles, grills, or combustion engines.

SECTION 2: (Part 2)

- except for the purposes of:
 1. cooking
 2. heating
 3. recreation
 4. sanctioned pyrotechnic displays
 5. City maintenance, operation, or construction activities
 6. emergency response activities
 7. and for the training or certifying of firefighters or rescue personnel participating in programs accredited under Chapter 4765 of the Ohio Revised Code³
- where such excepted activities are otherwise compliant with all applicable laws and regulations
- This law does **not** cover these activities. All applicable regulations still apply.
- This law does **not** cancel the 4th of July fireworks
- This law does **not** affect regular city operations
- This law does **not** prevent emergency responders from doing their job
- Chapter 4765 of the ORC regulates professional first responders, EMTs, and firefighters

SECTION 3:

Training fires intentionally set on city owned property shall consist **EXCLUSIVELY** of Class A, Class B, and Class K fires¹

From the NFPA

A Trash•Wood•Paper



Class A

Fires in ordinary combustible materials, such as wood, cloth, paper, rubber, and many plastics.

B Liquids



Class B

Fires in flammable liquids, combustible liquids, petroleum greases, tars, oils, oil-based paints, solvents, lacquers, alcohols, and flammable gases.

K Cooking Media



Class K

Fires in cooking appliances that involve combustible cooking media (vegetable or animal oils and fats).

SECTION 4:

Training fires intentionally set on city owned property shall have fuel sources consisting EXCLUSIVELY of organic materials and petroleum products; excluding hard plastics, synthetic rubbers, and materials that are reasonably likely to result in a Class C or Class D fire¹; and excluding materials with a HAZMAT Material Classification Level² which is not either Class 2, Class 3, or Class 4; and not exceeding a fuel volume that is reasonably likely to result in an unattended burn time of longer than 6 hours;

SECTION 4: (Part 1)

Training fires intentionally set on city owned property shall have fuel sources consisting EXCLUSIVELY of organic materials and petroleum products;

- Specifying fires that are set for training purposes
- Specifying only property owned by city property, **not** private property
- Specifying the general category of material types that **can** be burned

SECTION 4: (Part 2)

excluding hard plastics, synthetic rubbers, and materials that are reasonably likely to result in a Class C or Class D fire¹;

- Reducing the ‘general category’ of what **can** be burned by specifying what can **not** be burned.

From the NFPA



Class C

Fires that involve **energized** equipment.



Class D

Fires in combustible metals, such as magnesium, titanium, zirconium, sodium, **lithium**, and potassium.

SECTION 4: (Part 3)

and excluding materials with a HAZMAT Material Classification Level² which is not either Class 2, Class 3, or Class 4;

- Further reducing the ‘general category’ of what **can** be burned by specifying what can **not** be burned.
- Hazmat Class 2: Gases
- Hazmat Class 3: Liquids
- Hazmat Class 4: Solids

SECTION 4: (Part 3)

Nine Classes of Hazardous Materials

Class 1: Explosives

Divisions: 1.1, 1.2, 1.3, 1.4, 1.5, 1.6



Class 2: Gases

Divisions: 2.1, 2.2, 2.3

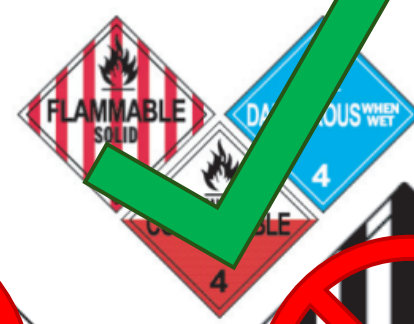


Class 3: Flammable Liquid and Combustible Liquid



Class 4: Flammable Solid, Spontaneously Combustible, and Dangerous When Wet

Divisions 4.1, 4.2, 4.3



Class 5: Oxidizer and Organic Peroxide

Divisions 5.1, 5.2



Class 6: Poison (Toxic) and Poison Inhalation Hazard



Class 7: Radioactive



Class 8: Corrosive



Class 9: Miscellaneous



Dangerous

Revised 04/13

SECTION 4: (Part 4)

and not exceeding a fuel volume that is reasonably likely to result in an unattended burn time of longer than 6 hours;

- The burn time if no one tried to put out the fire. Nothing longer than 6 hours.

SECTION 5:

Training fires intentionally set on city owned property shall have in attendance no less than one firefighter, who is authorized by the State of Ohio with a certificate issued under Section 4765.55 of the Ohio Revised Code⁴, during the entirety of the burn, from the time of ignition, and who shall be responsible for declaring the burn “fully extinguished” at the conclusion of the burn;

- If we’re training firefighters, it makes sense that there should be at least 1 firefighter in attendance.
- ORC Section 4765.55 regulates who *is* a firefighter in Ohio.
- Don’t start without one. Don’t leave until its over.

SECTION 6:

Training fires intentionally set on city owned property shall be compliant with the standards outlined in the National Fire Protection Association document “*NFPA 1403: Standard on Live Fire Training Evolutions*”⁵, where not otherwise specified by applicable laws and regulation;

- NFPA is the Gold Standard for firefighter best practices.
- NFPA 1403 is the definitive rulebook on safely training the most effective firefighters in the world.
- NFPA 1403 is not itself a law. This ordinance corrects that by adopting these best practices into our local regulatory code and giving them the force of law.

SECTION 7:

Any data captured, or recorded, during training fires intentionally set on city owned property shall be considered a part of the public domain, regardless of the entity conducting the test, and no data shall be considered the proprietary property of, or for the exclusive use by, any organization or entity;

- City owned property is to be used to benefit the public good.

SECTION 8:

Any violation of this ordinance shall result in a civil penalty of \$150.00 for the first violation, \$300.00 for a second violation and \$500.00 for a third violation;

SECTION 9: This ordinance shall be enforced by the City Manager, or his designee, and any violation may be appealed for hearing to the Board of Zoning appeals;

SECTION 10: This Ordinance shall take effect and be in force from the earliest period allowed by law.

ORDINANCE NO. O-7-24

AN ORDINANCE REPEALING AND REPLACING PIQUA MUNICIPAL
CODE SECTION 30.01

WHEREAS the Section 30.01 of the Piqua City Code authorizes the city manager to settle various claim under \$2500.00;

WHEREAS, the city receive numerous claims in a variety of departments over the years that exceed this amount;

WHEREAS, it is in the best interest of the city to have the amount increased;

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

SECTION I: The City of Piqua section 30.01 is repealed and replaced with new ordinance 30.01 attached as Exhibit A

SECTION II: This ordinance shall be effective at the earliest time permitted by law.

1st Reading – 5/7/2024
2nd Reading – 5/21/2024
3rd Reading – 6/04/2024

KRIS LEE, MAYOR

PASSED: _____

ATTEST: _____
DIANA L TAMPLIN
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 Hohman _____
Commissioner Paul Simmons _____

30.01 CITY MANAGER; CERTAIN PURCHASES AND EXPENDITURES.

(A) The City Manager is authorized to direct the Director of Finance to draw his or her warrant upon the appropriate fund of the city treasury for the payment of claims not exceeding the statutory amount for competitive bidding as set by state law (currently, ORC 9.17), and the City Manager is authorized to settle claims of the city against third persons not exceeding the above-stated statutory amount. The City Manager may require evidence that the amount claimed is justly due and is in conformity with law. For the purpose of such settlements, the City Manager is authorized to sign and accept releases or other contracts of settlement.

(B) The City Manager is authorized, at his or her discretion, to subscribe to trade magazines and newspapers, and to join various trade organizations on behalf of the city, providing that no individual membership and subscription shall exceed the sum of \$25,000 per annum without first obtaining the authorization of the City Commission.

(C) The City Manager is authorized, at his or her discretion to direct the Director of Finance to draw his or her warrant upon the appropriate funds of the city treasury for the purchase of memorabilia, not exceeding \$200 per item, as gifts in recognition of public services rendered in the best interest of the city or in recognition of events or achievements relevant to the public health, safety and welfare of the citizens of the city.

('97 Code, § 30.06) (Ord. 4-58, passed 2-3-58; Am. Ord. 66-80, passed 10-20-80; Am. Ord. 42-94, passed 9-6-94; Am. Ord. 21-95, passed 6-5-95; Am. Ord. 11-06, passed 5-1-06; Am. Ord. 22-12, passed 10-16-12)

RESOLUTION NO. R-68-24

**A RESOLUTION AWARDING A CONTRACT
TO M & T EXCAVATING, LLC FOR THE
RIDGE STREET WATER MAIN EXTENSION
PROJECT**

WHEREAS, on December 12, 2023, this Commission passed Resolution No. R-140-23 authorizing the City Purchasing Analyst to advertise for bids, according to law, for the Ridge Street Water Main Extension Project; and

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

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

SEC. 1: A contract is hereby approved with M&T Excavating, LLC as the lowest, responsible bidder for the Ridge Street Water Main Extension Project and the City Manager is hereby authorized to execute a contract with said bidder pursuant to contract specifications.

SEC. 2: The Finance Director certifies that funds are available and is hereby authorized to draw his warrants from time to time on the appropriate account of the city treasury in payment according to contract terms, not exceeding a total of \$219,000.

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: _____

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 _____

EXHIBIT "A"

CITY OF PIQUA OHIO - RIDGE STREET WATER MAIN EXTENSION PROJECT #15-07 DEADLINE: APRIL 18, 2024 AT 10:00 AM BID TABULATION		M&T Excavating, LLC. Bradford, OH 45308-9502		Finrock Construction Co., Inc. Covington, OH 45318-1403	
	Quantity	Price	Extension	Price	Extension
BID ITEM LIST					
Bonding and Insurance - LS	1	\$5,695.00	\$5,695.00	\$2,200.00	\$2,200.00
Mobilization - LS	1	\$6,700.00	\$6,700.00	\$4,381.00	\$4,381.00
Remove Asphalt Pavement - SY	300	\$9.00	\$2,700.00	\$9.50	\$2,850.00
Abandon Existing Waterline and Services - LS	1	\$3,296.00	\$3,296.00	\$4,588.00	\$4,588.00
Aggregate Base - CY	100	\$86.00	\$8,600.00	\$69.00	\$6,900.00
Non-Tracking Tack Coat - GAL	30	\$13.00	\$390.00	\$26.00	\$780.00
AC Surface Course - CY	15	\$737.00	\$11,055.00	\$656.00	\$9,840.00
AC Intermediate Course - CY	25	\$737.00	\$18,425.00	\$684.00	\$17,100.00
Gravel Drive Replacement - LS	1	\$1,000.00	\$1,000.00	\$1,265.00	\$1,265.00
Concrete Drive Replacement - LS	1	\$5,829.00	\$5,829.00	\$3,110.00	\$3,110.00
8" D.I. Waterline with granular backfill - LF	501	\$125.00	\$62,625.00	\$137.00	\$68,637.00
6" Tapping Sleeve and Valve - EA	1	\$5,748.00	\$5,748.00	\$5,294.00	\$5,294.00
8" Water Valve - EA	1	\$2,929.00	\$2,929.00	\$2,984.00	\$2,984.00
6" Water Valve - EA	1	\$1,999.00	\$1,999.00	\$2,190.00	\$2,190.00
1" Water Service - Open Cut - LF	150	\$99.00	\$14,850.00	\$87.00	\$13,050.00
Water Meter - EA	9	\$1,497.00	\$13,473.00	\$2,265.00	\$20,385.00
Fire Hydrant Assembly - EA	1	\$6,932.00	\$6,932.00	\$9,558.00	\$9,558.00
3/4" Chlorination Tap - EA	1	\$906.00	\$906.00	\$900.00	\$900.00
Existing Water Connections - LS	1	\$2,311.00	\$2,311.00	\$5,844.00	\$5,844.00
Misc. Bends and Fittings - LS	1	\$2,010.00	\$2,010.00	\$5,386.00	\$5,386.00
Maintaining Traffic - LS	1	\$2,010.00	\$2,010.00	\$1,784.00	\$1,784.00
Construction Staking - LS	1	\$1,340.00	\$1,340.00	\$1,622.00	\$1,622.00
Seeding and Mulching - LS	1	\$2,680.00	\$2,680.00	\$3,668.00	\$3,668.00
Dewatering Allowance - LS	1	\$2,010.00	\$2,010.00	\$270.00	\$270.00
Erosion Control - EA	2,500	\$1.00	\$2,500.00	\$1.00	\$2,500.00
Storm Water Pollution Prevention Plan - LS	1	\$2,680.00	\$2,680.00	\$1,914.00	\$1,914.00
TOTALS			\$190,693.00		\$199,000.00



Piqua Receives \$100,000 State Grant for Critical Water Infrastructure Upgrades

(COLUMBUS, Ohio) — The City of Piqua is one of 90 projects receiving state grants to address critical water and wastewater infrastructure projects in Ohio communities. In total, 64 counties will receive \$135 million.

The funding comes from Ohio Governor Mike DeWine’s Ohio BUILDS (Broadband, Utilities, and Infrastructure for Local Development Success) water infrastructure grant program, administered through the Ohio Department of Development.

Today’s award will support the City of Piqua Water Infrastructure, it will receive a \$100,000 grant to replace a 2-inch watermain on Ridge Street with an 8-inch main. The current main is undersized and serves seven homes. Replacing this main will allow for a greater volume of water, and the addition of a fire hydrant on South and Ridge streets will provide enhanced fire protection. The project will benefit 100 people.

“From the first dollar awarded through this program to now, we’ve made hundreds of transformative investments in the future of our communities,” said Governor DeWine. “Having a strong water infrastructure not only safeguards the health and well-being of our residents, but it makes our neighborhoods more resilient and better prepares local leaders for sustainable economic growth.”

Today’s announcement is the fifth round awarded through the program, which opened in July 2021. In total, nearly \$500 million has been awarded to 343 critical infrastructure projects through the Ohio BUILDS water infrastructure grant program.

“This additional round of funding will help communities from one corner of the state to the next replace aging, overwhelmed infrastructure, ensuring that Ohioans have access to clean drinking water,” said Lt. Governor Husted. “These projects will not only greatly improve the quality of life for residents in these areas, but they also boost economic growth related to business expansion and housing development.”

In total, the program received more than 1,200 grant applications requesting nearly \$1.4 billion in funding.

“Businesses that choose to set up shop in Ohio do so, in large part, because of the generational investments we’ve made in local infrastructure,” said Director Mihalik. “Through the vision of Governor DeWine and Lt. Governor Husted, and the support of our state legislature, we’re creating more opportunities for communities large and small to be Ohio’s next great economic success story.”

Funds awarded today will help reduce or eliminate the local financial burden associated with critical infrastructure needs such as the construction of new water systems, the replacement of aging water lines, and the installation of new water mains. Grants will also fund projects to prevent sewer system backups and replace failing household sewage treatment systems with new sewers.

Utilities Director, Kevin Krejny, stated “After large investments to Piqua’s Water Treatment Plant and Wastewater Treatment Plant and WWTP, our future priorities are focused on replacing buried infrastructure, and this is one of those projects. This project has already been designed and will be completed in 2024. “

The Ohio BUILDS water infrastructure grants are a continuation of Governor DeWine's H2Ohio initiative, which launched in 2019 to focus on ensuring plentiful, clean, and safe water for communities across the state.

Ohio BUILDS focuses not only on strengthening Ohio's communities through water infrastructure upgrades, but also supports other necessary investments in targeted solutions that impact quality of life such as broadband expansion, brownfield redevelopment, the demolition of blighted buildings, and more.

Additional information on the Ohio BUILDS water infrastructure grant program can be found on the [program webpage](#).

The Ohio Department of Development empowers communities to succeed by investing in Ohio's people, places, and businesses. Learn more about our work at development.ohio.gov.

For Immediate Release:

July 21, 2023

For program information, contact:

Sarah Wickham

Sarah.Wickham@Development.ohio.gov

For Ridge Street Water Improvements information, contact:

Kevin Krejny

kkrejny@piquaoh.gov

Ohio Department of Development
Water and Wastewater Infrastructure Program
Grant Agreement

This Grant Agreement (the "Agreement") is made and entered into between the Ohio Department of Development (the "Grantor"), located at 77 South High Street, Columbus, Ohio 43215 and **Piqua, City of** (the "Grantee") for the period **January 1, 2023 to December 31, 2024**. Grantee to set forth the terms and conditions upon which Grantor will provide financial assistance to Grantee and Grantee will use the financial assistance for costs of implementing the Water and Wastewater Infrastructure Program (WWIP) in accordance with the terms of this Agreement, the Grant Application (the "Application") referenced in **Exhibit I, Scope of Work/Grant Application**, which consists of the collective materials submitted by Grantee to Grantor via Grantor's online system and the contents of this Agreement (collectively, the "Project"). In the event there is a conflict between this Agreement and the Exhibits, the Exhibits control.

Statement of the Agreement

1. **Award of Grant Funds.** Grantor hereby grants funds to Grantee in the amount of **\$100,000.00** (the "Grant Funds"), for the sole and express purpose of providing for the performance of the program listed above and undertaking the Project(s) as listed in Grantee's **Application**. Grantee may not use the Grant Funds for any purpose other than completion of the Project. The Grant Funds shall be further contingent upon the Special Conditions set forth in **Exhibit IV, Special Conditions**, if applicable. Expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including the reports listed in accordance with the schedule set forth in **Exhibit II: Reporting**, evidencing the costs incurred. If the Grant Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the Grant Funds exceeds the eligible costs of the Project(s), the amounts improperly expended or not expended shall be returned to Grantor within 30 days after the expiration or termination of this Agreement. Grantee shall not pledge the Grant Funds as security for any loan or debt of any kind other than that described in this Agreement.
2. **Funding Source.** The American Rescue Plan Act was signed into law March 11, 2021 and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which together make up the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program. This program was intended to provide support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses. Grantee agrees to comply with all requirements of the SLFRF.
3. **Term of Agreement.** This Agreement shall be effective from the Beginning Date and shall continue through the Expiration Date set forth on page one of this Agreement, unless terminated earlier in accordance with Section 15 of this Agreement. Reporting and refund obligations shall continue in accordance with the schedules set forth in Exhibit II and until satisfactorily completed.
4. **Scope of Work.** Grantee shall undertake the Project(s) as listed in the Application. Grantor may, from time to time, as it deems appropriate and necessary, communicate specific instructions and requests and provide guidance and direction to Grantee concerning the performance of the work described in this Agreement. Within a reasonable period of time, Grantee shall comply with such instructions and fulfill such requests to the satisfaction of Grantor. These instructions and requests are to ensure the satisfactory completion of the work contemplated under this Agreement. In no event shall the Grant Funds be used for any other purpose than that described in this Agreement.
5. **Payment of Grant Funds.** Payment to Grantee of the Grant Funds shall be made upon the timely submission to Grantor of a financial reimbursement request. Grantee shall deposit all Grant Funds

received under this Agreement in a Federal Deposit Insurance Corporation (FDIC) account and record in a separate account on the books of Grantee. Grantor reserves the right to suspend payments should Grantee fail to provide required reports in a timely and adequate fashion or if Grantee fails to meet other terms and conditions of this Agreement. Grantor may withhold payment requests if Grantee fails to comply with the above requirements until such compliance is demonstrated.

6. **Reporting Requirements.** Grantee shall submit to Grantor the reports required in Exhibit II.
7. **Records, Access and Maintenance.** Grantee shall establish, and physically control for at least five years from the final close out of this Agreement such records as are required by Grantor, including but not limited to, financial reports, intake and participant information, program and audit reports. The parties further agree that records required by Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between Grantor and Grantee shall be maintained for the time needed for the resolution of any such issue. If for any reason Grantor shall require a review of the records related to the Project(s), Grantee shall, at its own cost and expense, segregate all such records related to the Project(s) from its other records of operation.
8. **Audits.** An audited Grantee shall submit to the Federal Audit Clearinghouse and make available for public inspection a copy of the audit, data collection form and reporting package as described in **2 CFR 200 Subpart F – Audit Requirements** within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period. In addition, Grantees must notify the Grantor when their audit reporting package is submitted to the Federal Audit Clearinghouse. Notification should be sent to singleaudit@development.ohio.gov and must take place within seven (7) days following submission of the reporting package to the Federal Audit Clearinghouse. In lieu of or in addition to the notification, Grantees may electronically submit their single audit report to singleaudit@development.ohio.gov or mail one copy of the single audit report to Special Projects Coordinator, Audit Office, P. O. Box 1001, Columbus, Ohio 43216-1001.
9. **Monitoring, Evaluation and Audit Activities.** Grantor shall supervise, evaluate, and provide guidance and direction to Grantee in the conduct of the work and activities to be performed under the terms of this Agreement. Grantee's staff and all parties involved with the project shall cooperate with Grantor and its authorized representatives in their program monitoring and shall maintain and make available to Grantor all programmatic, fiscal, and performance records necessary for Grantor's monitoring and evaluation. Grantee shall submit to Grantor reports detailing the expenditures of the Grant Funds and such other reports as may be required by Grantor, including the reports listed and according to the schedule set forth in Exhibit II. As directed by Grantor, all activities associated with this Agreement will be subject to fiscal and compliance audits in accordance with 2 CFR 200, as amended by 2 CFR 910; and Generally Accepted Auditing Standards.
10. **Reports and Records.**
 - a. **Performance Reports.** Grantor shall supervise, evaluate and provide guidance and direction to Grantee in the conduct of the work and activities to be performed under the terms of this Agreement.
 - b. **Signature and Costs.** The chief executive officer, chief financial officer, or other officer of Grantee authorized to sign tax returns on behalf of Grantee shall certify by his or her signature of each report required by Exhibit II that the information reported by Grantee is true, complete and correct.
 - c. **Remedy.** Performance reports are essential for Grantor's effective administration of this grant and its financial incentive programs, generally. If Grantee fails to submit any Required Report and such breach continues uncured for more than 30 days, Grantor may recover, and Grantee

shall pay, as liquidated damages for the breach, an amount equal to \$500 for each month or part of a month the Required Report is past due.

11. **Rights of Inspection.** Grantee shall permit Grantor to inspect and copy, during normal business hours, any books and records necessary to ensure compliance with the terms and conditions of this Agreement. Grantee acknowledges and agrees that rights of inspection (1) extend to representatives and agents of Grantor and federal agencies that pass funds through Grantor including, but not limited to, the Auditor of State of Ohio, an appropriate inspector general appointed under applicable federal or state law, the Comptroller General of the United States and/or the Government Accountability Office; (2) include the rights to examine Grantee's corporate accounts or other accounts and/or funding sources within the control and/or name of Grantee when there is evidence (e.g., vouchers, invoices, canceled checks, descriptions, etc.) that these books contain original or substantial source documentation of the federal funds granted herein; (3) contain Grantee's covenant to make all fiscal records available to authorized audit personnel of Grantor and its federal agencies for inspection at any time and as often as Grantor may deem necessary and in a manner as not to interfere with the normal business operation of Grantee; and (4) include Grantee's undertaking to make available to Grantor for interview any officer or employee of Grantee or of any contractor or subcontractor of Grantee regarding the Grant Funds and any transaction involving the Grant Funds. Grantee shall also require each of its non-profit partners, contractors and subcontractors paid with Grant Funds to make its respective books and records available for inspection and copying in the same manner as described in this section for Grantee's books and records.
12. **Budget Alterations.** Grantee may make alterations to any line in its budget submitted with this Agreement as referenced in the **Application** so long as Grantee notifies Grantor of such budget alteration in writing 30 days prior to the date of the change and Grantor approves the proposed alteration in writing. Alterations to line items in Grantee's budget shall not increase the amount of Grant Funds awarded under this Agreement. Grantor shall respond to Grantee's request to approve a budget alteration in writing within a reasonable period of time.
13. **Grantee Status.** Public entities within a Political Subdivision with the authority to own and operate public water and sewer systems. If Grantee is a political subdivision, Grantee shall maintain its political subdivision status in compliance with the laws of the State of Ohio during the term of this Agreement.
14. **Grantee Certifications and Assurances.** Grantee shall abide by all provisions listed in **Exhibit III, Contract Provisions**. Also, by signing this Agreement, Grantee certifies and assures the following:
 - a. **Equal Employment Opportunity.** Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, ancestry, veteran status, or any other factor specified in **Section 125.111 of the Ohio Revised Code, in the Civil Rights Act of 1964, as amended, or in section 504 of the Rehabilitation Act of 1973, as amended, and in any subsequent legislation pertaining to civil rights**. Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to the aforementioned classes. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to the aforementioned classes. Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work for which the Grant Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and the Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
 - b. **Property and Equipment Purchases.** All items purchased by Grantee are and shall remain the property of Grantee, except if Grantor exercises its right to terminate this Agreement pursuant to

paragraph 17, in which case all property and equipment purchased by Grantee with any Grant Funds herein awarded shall revert to Grantor. Grantee shall provide for the security and safekeeping of all items obtained through this Agreement.

- c. **Accounting systems** used by Grantee are in accordance with generally accepted accounting standards; 2 Code of Federal Regulations (CFR) 200 and applicable appendices, as amended by 2 CFR 910; and other applicable local, state and federal statutes, regulations, policies, directives, and guidelines. Grantee has established procedures to ensure good fiscal and management practices to deposit and account for the Grant Funds. Grantee shall make appropriate documentation relating to the Grant Funds available to the Grantor and the U.S. Department of Treasury, the Comptroller General of the United States, or any of their duly authorized representatives, for examination or copying, upon a reasonable request.
- d. Grantee is and shall remain throughout the term of this Agreement insured to cover all individuals responsible for the security and control of the Grant Funds covered under this Agreement. Grantee shall maintain written documentation of such insurance coverage on file and produce a copy at the request of the Grantor.
- e. Grantee shall file with Grantor a Certification Regarding Lobbying and comply with the requirements set forth in 45 CFR Part 93. Also, if Grantee is a nonprofit organization, by submitting an application and accepting the Grant Funds under this Agreement, Grantee assures that it is not an organization that has engaged in any lobbying activities described in the "Lobbying Disclosure Act of 1995," 2 U.S.C. § 1601. Further, by accepting the Grant Funds under this Agreement, Grantee agrees that none of the Grant Funds obligated by this Agreement shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate with Congress as described in 18 U.S.C. § 1913.
- f. Grantee shall file with Grantor a Certification Regarding Drug-Free Workplace Requirements and comply with the requirements set forth in Sections 5151 to 5160 of the "Drug-Free Workplace Act of 1988," 41 U.S.C. §§ 8101-8106.
- g. Grantee shall file with Grantor a Certification Regarding Debarment, Suspension and Other Responsibility Matters and comply with the requirements regarding debarment and suspension in 2 CFR Part 180, Subpart C; 2 CFR Part 901, Subpart C; and 45 CFR Part 73b.
- h. Grantee is informed that 18 U.S.C. § 666, Theft or Bribery Concerning Programs Receiving Federal Funds, is applicable to funds received under this Agreement.
- i. Grantee shall comply with all terms of the "Pro-Children Act of 2001," 42 U.S.C. §§ 7181-7184. Smoking will not be permitted within an indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, daycare, early childhood development services education, or library services to children under the age of 18.
- j. Grantee must ensure they do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the U.S. Treasury Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the U.S. Treasury Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42

15. Termination

- a. Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:
 - i. Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
 - ii. Failure of Grantee to submit any report required by this Agreement that is complete and accurate.
 - iii. Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.
 - iv. Cancellation or Reduction of the grant of funds from the U.S. Department of Treasury.
- b. Early Termination: Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under Section 18 of this Agreement.

16. Remedies. Following a default by Grantee, Grantor may exercise one or more of the following remedies:

- a. **Discontinue Disbursements.** If the Grant Funds have not been fully disbursed, Grantor may terminate any and all of Grantor's obligations under this Agreement, including the obligation to make further disbursements of Grant Funds.
- b. **Suspension or Termination.** Grantor may withhold payment under this Agreement, suspend or terminate the Agreement in whole or in part for cause, which shall include, but is not limited to: (1) failure for any reason by Grantee to fulfill in a timely and proper manner its obligations under this Agreement, or other agreements entered into between the parties, including compliance with the approved program and any and all statutes, Executive Orders, regulations, directives, guidelines, plans or other requirements as may become generally applicable at any time; (2) Grantor determines that the governing board of Grantee cannot or will not take the necessary action to bring Grantee into compliance with applicable requirements of 2 CFR 200, as amended by 2 CFR 910 with the requirements of any applicable program statute or rule, or with any other term or condition of this Agreement within the time period allowed by Agreement or as approved by Grantor; (3) Grantor determines that the nature or extent of noncompliance is extreme and warrants immediate termination of this Agreement; (4) Grantee ceases to exist or becomes legally incapable of performing its responsibilities under the Agreement; (5) Grantee has failed to comply with any timelines for the expenditure of Grant Funds as required by Grantor; (6) ineffective or improper use of the Grant Funds provided under this Agreement; (7) failure to comply with reporting requirements including, but not limited to, submission by Grantee to Grantor of reports that are incorrect or incomplete in any material respect; (8) suspension or termination of any funds provided under this Agreement, or the portion thereof delegated by this Agreement; and (9) cancellation of grant funds. Grantee acknowledges that timely performance and attainment of performance measurements are material to Grantee's compliance with this Agreement and a priority of the federal and state governments in the administration of the Grant Funds.
- c. **Demand Repayment of Grant Funds or Liquidated Damages.** Under the circumstances described in Section 3 of this Agreement, demand repayment of Grant Funds improperly

expended and under the circumstances described in Section 11 of this Agreement, demand liquidated damages as provided in Section 11(c). Grantee shall not be required to refund Grant Funds or pay liquidated damages in an amount that exceeds the Grant Funds awarded.

- d. Other Legal Remedies.** Pursue any other legal or equitable remedies Grantor may have under this Agreement or applicable law.
 - e. Remedies Cumulative.** No remedy provided to Grantor under this Agreement or otherwise by law or in equity is exclusive of any other available remedy. No delay or omission by Grantor in exercising any right or power accruing upon any default shall impair any such right or power or be construed as a waiver, and each such right or power may be exercised from time to time as often as may be deemed by Grantor to be expedient.
- 17. Effects of Termination.** Within 60 days after termination of this Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to Agreement, which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.
 - 18. Liability and Indemnification.** Public Agency or Governmental Entity. If Grantee is a public agency or governmental entity, Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person and damage to property (including property of Grantor) caused by the negligent acts or omissions or negligent conduct of Grantee, to the extent permitted by law, in connection with the work and activities of this Agreement. Furthermore, as between the parties to this Agreement, each party agrees to be liable for the negligent acts or negligent omissions by or through itself and its respective employees, agents, and contractors. Each party to this Agreement further agrees to defend itself and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one party to the other.
 - 19. Forbearance Not a Waiver.** No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.
 - 20. Certification of Funds Available.** None of the rights, duties, and obligations described in this Agreement shall be binding upon either party until all statutory provisions of the Ohio Revised Code, including, but not limited to, Section 126.07, have been complied with, and until such time as all necessary funds have actually been made available and forthcoming from the appropriate state and/or federal agencies.
 - 21. Conflict of Interest.** No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
 - 22. Adherence to State and Federal Laws, Regulations.**

- a. **General.** Grantee shall comply with all applicable federal, state, and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations
 - b. **Ethics.** Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, **ORC Sections 102.01 et seq., 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(I) and (J), and (2)** will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the ethics and conflict of interest laws, is in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.
23. **Outstanding Liabilities.** Grantee represents and warrants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any amount to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.
24. **Falsification of Information.** Grantee represents and warrants that it has made no false statements to Grantor in the process of obtaining this award of the Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain this award of the Grant Funds, Grantee shall be required to return all the Grant Funds immediately pursuant to **ORC Section 9.66(C)(2)** and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to **ORC Section 9.66(C)(1)**. Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to **ORC 2921.13(F)(1)**, which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than 180 days.
25. **Public Records.** Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under **ORC 149.43** and are open to public inspection unless a legal exemption applies.
26. **Debarment.** Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency as defined in **2 CFR Part 180** and **2 CFR 2424**.
27. **Miscellaneous.**
 - a. **Forum and Venue.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio

involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.

- b. **Entire Agreement.** This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.
28. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this 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 Agreement.
29. **Pronouns.** The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
30. **Headings.** Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement
31. **Counterparts; PDF Accepted.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") shall be deemed to be originals for purposes of execution and proof of this Agreement.
32. **Notices.** All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

In the case of Grantor, to:

Ohio Department of Development
Office of Community Development
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001
Attn: Deputy Chief

In the case of Grantee, to:

Piqua, City of
201 W Water Street Piqua, OH 45356


Signature

Each of the parties has caused this Grant Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures.

Grantee:

Piqua, City of

Authorized Official



Printed Name:

PAUL OBERDORFER

Title:

CITY MANAGER

Date:

08/04/2023

Grantor:

State of Ohio

Department of Development

By:

Printed Name:

Title:

Date:

Grantee Must Enter Unique Entity Identification (UEID) Information

UEID:

Expiration Date:

EXHIBIT I

Scope of Work/Grant Application

Project scope of work is located within Grantor online application system (Salesforce).

EXHIBIT II

Reporting

Grantee shall provide the documents listed below by the date(s) specified herein or to be determined by Grantor. Grantor shall provide a format for these documents and shall instruct Grantee in the proper completion of such documents. The reporting and recordkeeping requirements listed herein shall not be construed to limit Grantor from making additional requests or from changing or including additional detail. Failure to submit required reports will result in non-payment of monthly expenditures.

1. **Financial Reimbursement Requests:** all financial reimbursement requests must be submitted electronically to the Grantor on a monthly basis as costs are incurred. Supporting documentation for costs submitted for reimbursement must be uploaded and submitted within the electronic system as part of the request. If an advance of funds is being requested, provide a rationale for the advance and anticipated uses.
2. **Program Reports:** Program reports must be submitted on a quarterly basis. Program reports must be submitted by close of business, on the second Friday at the end of each quarter. Program reports must include the following information:
 - a. Narrative summary of use of funds during the reporting period
 - b. Narrative describing promoting equitable outcomes. Describe efforts used to promote equitable outcomes, including how projects were implemented with equity in mind.
 - c. Narrative describing community engagement
 - d. Labor Practices: Describe workforce practices on projects implemented. How is the project using strong labor standards to promote effective and efficient delivery of high-quality infrastructure.
 - e. Project Construction Start Date (if applicable)
 - f. Project Operations date
 - g. National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable)
 - h. Public Water System (PWS) ID Number (if applicable)
 - i. Information on Matching funds utilized during the reporting period (i.e. source, amount and uses)
3. **Final Report:** A final project report must be submitted 15 days after the end of this agreement. The final report must include the following information:
 - a. Number of new households who have access to public water or centralized sewer system
 - b. Number of public and private service lines replaced
 - c. Number of home sewage treatment systems replaced

EXHIBIT III

Contract Provisions

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, *as applicable*.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic

must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

EXHIBIT IV

Special Conditions

Special Conditions may only be included by Grantor within this Grant Agreement if such conditions were previously agreed upon by Grantee and Grantor.

**Commission Agenda
Staff Report**

MEETING DATE	May 7, 2024		
REPORT TITLE	A Resolution awarding a contract to M&T Excavating, LLC for the Ridge Street Water Main Extension Project.		
SUBMITTED BY	Name & Title: Kevin Krejny, Utilities Director		
	Department: Utilities 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"/> X City Manager		X Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> X Department Director		<input type="checkbox"/> Other:
BACKGROUND	<p>On April 18, 2024, two bids were received for the Ridge Street Water Main Extension Project (see attached Exhibit A).</p> <p>The project will consist of the replacement of the existing water main, services and associated fittings from Grant Street to South Street on Ridge Street. The water main size will be increased to the appropriate 8” residential size.</p>		
BUDGETING AND FINANCIAL IMPACT	Budgeted \$:	\$250,000	
	Expenditure \$:	\$219,000 (includes 15% contingency)	
	Source of Funds:	\$100,000 DOD Grant, Water Fund - 403	
	Narrative:	This resolution includes a 15% contingency for items of work which may be required which are not included in the original plans and specifications. This also accounts for any overages that may occur.	
OPTIONS	1.	Approve the resolution and complete the Ridge Street Water Main Extension Project.	
	2.	Do not approve the resolution and do not complete the Ridge Street Water Main Extension Project.	
PROJECT TIMELINE	It is anticipated that the Ridge Street Water Main Extension Project will be completed by October 31 st .		
STAFF RECOMMENDATION	Approve the resolution to allow for the completion of the Ridge Street Water Main Extension Project.		
REASON FOR SELECTING CONSULTANT/COMPANY	Lowest bidder following the public bidding process.		
ATTACHMENTS	Bid Tabulation (Exhibit A)		

RESOLUTION NO. R-69-24

A RESOLUTION TO ADOPT THE MIAMI COUNTY 9-1-1 FINAL PLAN FOR THE MIAMI COUNTY COMMUNICATION CENTER

WHEREAS; the City is served by the Miami County Communication Center.

WHEREAS; the Miami County Communication Center prepared and adopted a Miami County 9-1-1 Final Plan in accordance with Ohio Revised Code Section 128.

WHEREAS; the City of Piqua must acknowledge receipt of said Miami County 9-1-1 Final Plan and approve or disapprove of said plan.

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

SEC. 1: The City of Piqua approves the Miami County 9-1-1 Final Plan attached as Exhibit A.

SEC. 2: The Clerk is hereby directed to send the Miami County Communication Center a copy of this Resolution to the attention of Ms. Beth Hull, Director, Miami County Communication Center, 210 Marybill Drive, Troy, OH 45373.

SEC. 3: This Resolution shall take effect and be in force from 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 _____



April 19, 2024

Miami County Political Subdivision

Enclosed, you will find a copy of the recently approved Miami County 9-1-1 Final Plan and 2023 financial summary form. The 9-1-1 plan was reviewed and updated in accordance with §128 of the Ohio Revised Code and, as a requirement, must be sent to all political subdivisions served by the Miami County Communication Center. Overall, Miami County's plan was transitioned into the state provided template with revisions to the current technology used and an addendum added to include our Board of Directors. No other changes from the 2006 plan were made, and nothing will change in the services provided by the Miami County Communication Center.

Next steps for the Final 9-1-1 Plan:

Once received, each city, township, or village shall act by resolution to approve or disapprove of the plan. Each such authority shall immediately notify in writing of its approval or disapproval of the final plan. Failure by a board or legislative authority to notify shall be deemed disapproval. Please return in writing no later than **Friday, May 24, 2024**.

Next steps for the 2023 financial summary:

No action is necessary. Changes in §128 of the Ohio Revised Code require that the Center must annually provide this summary for all costs associated with operating the 9-1-1 center. This for transparency purposes only.

If you have any questions, do not hesitate to reach out.

Respectfully,

A handwritten signature in black ink that reads "Beth Hull". The signature is written in a cursive, flowing style.

Beth Hull

Director

Miami County Communication Center
210 Marybill Drive Troy, OH 45373
Direct: (937) 332-7630 Main: (937) 339-6400

County Final Plan for Counties following:

ORC §128.06 (C)(2)



**Department of
Administrative
Services**

9-1-1 Program Office

County: Miami

Date: 2/1/2024

Please enter Name, Title, and Agency Represented for each of the three (3) voting members of your County 9-1-1 Program Review Committee below:

1. Gregory A. Simmons

Board of County Commissioners Member

2. Ted S. Mercer

Board of County Commissioners Member

3. Wade H. Westfall

Board of County Commissioners Member

§128.07 (A)(1): Which telephone companies serving customers in the county and, as authorized in division (A) of section 128.03 of the Revised Code, in an adjacent county will participate in the 9-1-1 system?

Verizon, AT&T, T-Mobile, Cricket, Boost, Spectrum, Metro PCS, Mint Mobile, Frontier



County Final Plan for Counties following:

ORC §128.06 (C)(2)

§128.07(A)(2): Please list the location of the Public Safety Answering Point (PSAP) as defined in §128.01(P) in your service area and include the number of 9-1-1 Positions:

PSAP Name: Miami County Communication Center

PSAP Location: 210 Marybill Drive Troy, Ohio 45373

Number of 9-1-1 Phone Positions: 6 at Primary, 6 at Back-Up (Secondary)

§128.07(A)(2): How will the PSAP connect to the County's preferred Next Generation 9-1-1 (NG91-1) System?

PSAP Name: Miami County Communication Center

Connection description:

Goal is to connect by IP connection to the State ESInet Core once it is up and running.

§128.07(A)(2): From what geographic territory [city, village, township, etc.] will the above PSAP receive 9-1-1 calls?

PSAP Name: Miami County Communication Center

Geographic territory (ies):

Alcony, Bethel Township, Bradford, Brown Township, Brandt, Casstown, Concord Township, Conover, East Frederick, Elizabeth Township, Fletcher, Frederick, Ginghamburg, Kessler, Laura, Lostcreek Township, Lena, Ludlow Falls, Monroe Township, Newberry Township, Newton Township, Piqua, Pleasant Hill, Potsdam, Phoneton, Rossville, Springcreek Township, Staunton, Tipp City, Troy, Union Township, Washington Township, West Covington, West Milton

County Final Plan for Counties following:

ORC §128.06 (C)(2)



**Department of
Administrative
Services**

9-1-1 Program Office

§128.07(A)(2): Within the territories listed above, will Enhanced 9-1-1 or NG9-1-1 service be provided? (check all that apply)

Enhanced 9-1-1

NG9-1-1

§128.07(A)(2): What subdivisions will be served by the PSAP? [Police, Fire, EMS, etc.]

PSAP Name: Miami County Communication Center

Subdivision(s) served:

Bethel Township Fire, Bradford Fire and Rescue Services, Casstown Volunteer Fire, Christiansburg Fire Company, Covington Fire & EMS, Covington Police, Elizabeth Township Fire, Fletcher Volunteer Fire, Laura Fire Company, Ludlow Falls Fire, Miami County Sheriff, Piqua Fire, Piqua Police, Pleasant Hill-Newton Township Joint Fire District, Tipp City Fire & Emergency Services, Tipp City Police, Troy Fire, Troy Police, West Milton Fire Department and Company, West Milton Police, Miami County Parks District

§128.07(A)(2): Identify if the PSAP is going to respond to calls by directly dispatching an emergency service provider, relaying a message to the appropriate emergency service provider, or by transferring the call to the appropriate emergency service provider (check all that apply):

PSAP Name Miami County Communication Center

Directly dispatching

Relaying message

Transferring call

§128.07(A)(3): How must originating service providers connect to the core 9-1-1 system identified by the final plan and what methods will be utilized by the originating service provider to provide 9-1-1 voice, text, other forms of messaging media, and caller location to the core 9-1-1 system?

By IP connection to State Core.



County Final Plan for Counties following:

ORC §128.06 (C)(2)

§128.07(A)(4): If the PSAP does not directly dispatch emergency services needed for an incident, without significant delay, the request shall be transferred, or the information electronically relayed to the entity that directly dispatches the potentially needed emergency services. How will the transfer or electronic relay be accomplished?

PSAP Name: Miami County Communication Center

For emergency calls- Misdirected calls of an emergency nature require an immediate response from an MCCC telecommunicator. The telecommunicator will advise the caller the call is being transferred to the proper department/PSAP. The telecommunicator will redirect/transfer the call by using the MCCC's Power 911 transfer feature. Once voice contact is established with the proper department/PSAP, the telecommunicator will announce "This is Miami County 9-1-1; we have a 9-1-1 call for your department." The MCCC telecommunicator will stay on the line with the caller until the connection is made and both

§128.07(A)(5): Which subdivision or regional council of government will establish, equip, furnish, operate, and maintain the PSAP?

PSAP Name: Miami County Communication Center

Subdivision or COG: Miami County Commissioners

§128.07(A)(6): Please provide a projection of the initial cost to establish, equip, and furnish the PSAP.

PSAP Name: Miami County Communication Center

Projected cost:

§128.07(A)(6): Please provide the annual cost of the first five years of operating and maintaining the PSAP.

PSAP Name:	Annual Cost year 1
Miami County Communication Center	Annual Cost year 2
	Annual Cost year 3
	Annual Cost year 4
	Annual Cost year 5
	Total \$ 0.00

§128.07(A)(7): Is the cost of establishing, equipping, furnishing, operating, or maintaining the PSAP listed being funded through charges imposed under §128.35?

PSAP Name: Miami County Communication Center

Yes No



County Final Plan for Counties following:

ORC §128.06 (C)(2)

§128.07(A)(7): Will the cost of establishing, equipping, furnishing, operating, or maintaining the PSAP be allocated among the subdivisions served by the PSAP and, if any such cost is to be allocated, what is the formula for allocating it?

PSAP Name: Miami County Communication Center

No, the Center is funded through a set aside amount of 14% from 1% of the collected countywide sales tax.

§128.08(A)(8): Provide information on how each emergency service provider will respond to a misdirected call or the provision of a caller location that is either misrepresentative of the actual location or does not meet the requirements of the FCC or other accepted national standards as they exist on the date of the call origination.

PSAP Name: Miami County Communication Center

Misdirected calls of an emergency nature require an immediate response from an MCCC telecommunicator. The telecommunicator will advise the caller the call is being transferred to the proper department/PSAP. The telecommunicator will redirect/transfer the call by using the MCCC's Power 911 transfer feature. Once voice contact is established with the proper department/PSAP, the telecommunicator will announce "This is Miami County 9-1-1; we have a 9-1-1 call for your department."

§128.021: Adoption of rules establishing technical and operational standards for PSAPs. Check the answer next to each question (2) for your PSAP:

PSAP Name: Miami County Communication Center

Does the PSAP currently meet the PSAP rules: Yes No
If no, will the PSAP have to comply in 2 years: Yes No N/A

County Final Plan for Counties following:

ORC §128.06 (C)(2)



**Department of
Administrative
Services**

9-1-1 Program Office

You are permitted to have more or additional requirements for your PSAPS or even dispatch/calling centers in your respective county. This can include mandates related to training, providing EMD, complying with specific rules, etc. Please list any such additional local requirements and/or any comments you may have (you may use additional sheets if necessary):

Addendum attached outlining Miami County Communication Board of Directors

County Final Plan for Counties following:

ORC §128.06 (C)(2)



**Department of
Administrative
Services**

9-1-1 Program Office

Additional Local Requirements and/or Comments:(cont.):

Addendum attached outlining Miami County Communication Board of Directors

ORC §128.06 (C)(2) Addendum for Miami County Communication Center

Miami County Communication Center Board of Directors

A. Purpose

1. Insure that the operation of the Miami County Communication Center and Enhanced 9-1-1 system is carried out smoothly and efficiently.
2. Be a vehicle for fair and equitable representation of all affected agencies.

B. Powers and Duties of the Board of Directors

The Board of Directors reserves exclusively all of the inherent rights and authority to manage the Miami County Communication Center, except as and subject to the limited below. This will include the facility, equipment, and employees. The exclusive rights and authority of management include specifically, but are not limited to the following (see Board of Directors Bylaws adopted 10-23-90).

1. Manage the operations of the Miami County Communication Center (MCCC).
2. Provide fair and equitable representation of all participating agencies and jurisdictions.
3. Provide a means for county residents and participating agencies or jurisdictions to file complaints regarding the operations of the MCCC and to have their complaints heard, investigated, and resolved.
4. Determine the standards of service to be delivered by the MCCC and the utilization of technology.
5. Determine the organizational structure for the MCCC including the classification of employees and the number of employees required to make the MCCC operate effectively and efficiently.
6. Determine the overall methods, process, means or personnel by which the operations are to be conducted.
7. Determine and promulgate policies and procedures for the efficient and effective operation of the MCCC. All such policies shall comply with the standards set forth by the Commission of Accreditation of Law Enforcement or any other state or national regulation or accreditation standards required by law or deemed appropriate by the Board of Directors.
8. Develop and make recommendations to the Board of Miami County Commissioners regarding the salaries and benefits of MCCC employees.
9. Screen resumes, interview applicants and select an individual for submission to the Board of Miami County Commissioners for appointment to the position of MCCC Director.
10. Review and approve or disapprove the Director's recommendation for employment of personnel under the Director's supervision and to forward all approved applicants to the Board of Miami County Commissioners for their appointment.

11. Direct, supervise, and evaluate the Director and to review actions taken by the Director during emergency situations that may arise.
12. Establish a committee and procedures for investigating any alleged misconduct by the Director and for conducting a hearing by the Board of Directors.
13. Review disciplinary actions possibly involving reductions in pay or position, suspensions without pay or removal of employees recommended by the Director, and to forward a recommendation to the Board of Miami County Commissioners.
14. Establish, adopt, and/or amend appropriate by-laws as provided by the MCCC E 9-1-1 Emergency Telephone Plan.
15. Review the annual budget for the operation of the MCCC and to submit a final budget recommendation to the Board of Miami County Commissioners in a timely manner in accordance with applicable law.
16. Maintain and improve the efficiency and effectiveness of the MCCC.
17. Approve expenditure of funds and payment of bills in accordance with the purchasing procedures adopted by the Board of Directors and within the limits established by the annual budget approved by the Board of County Commissioners.
18. Approve and make recommendations to the Board of Miami County Commissioners concerning requests for approval of all proposed contracts, requests for transfers in appropriated funds, supplemental appropriations, and non-budgeted expenditures.
19. Establish committees within the Board of Directors as may be required or deemed necessary for effective and efficient execution of the Board's responsibilities and to delegate responsibilities and authority to such committees as may be required.

C. Membership

Naming to membership of the Board of Directors shall be the responsibility of the sending office or agency or its legal successor, for its own representative, as follows:

Permanent:

1. City Manager of the City of Piqua
2. Safety and Service Director of the City of Troy
3. City manager of the City of Tipp City
4. President of the Miami County Commission or designee
5. Miami County Sheriff
6. Piqua Post Commander of the OSHP

The permanent members will receive membership as part of holding their office or post.

Non-Permanent:

7. A representative of the Miami County Council
8. A representative of the Miami County Fire Chiefs Association
9. A representative of the Miami County Police Chiefs Association

10. A representative of the Miami County Emergency Medical Services Advisory Council

11. A representative of the Miami County Emergency Services

All representatives must be actively serving in the respective services as administrative or command personnel or as an elected council member or commissioner during their tenure on the Board of Directors. Vacancies shall be filled by the agency or body responsible for naming the representative to the Miami County Communication Center Board of Directors.

Should any organization represented on the Board of Directors cease to exist, a replacement shall be appointed by the Board of Directors of the Miami County Communication Center to fill the unexpired term.

D. Terms of Office

The terms of office of the permanent members shall be identical to the office or agency giving that membership.

The terms of office of the non-permanent members shall be two (2) years. Re-election shall be on a staggered basis with the initial representatives of the Fire Chiefs Association and the Miami County Council being for three (3) years and the members representing the Miami County Police Chiefs Association and the Miami County Emergency Medical Services Advisory Council being for a two (2) year term. All subsequent terms will be for two (2) years each.

E. Reappointment

A Non-Permanent member can serve up to three (3) consecutive terms and is eligible for reappointment following a two-year absence from the Board of Directors.

F. Compensation

Members shall serve without remuneration. Expenses incurred in the performance of their duties shall be reimbursed by the appropriating authority with approval of a majority of the Board members present at the bi-monthly meeting at which the expenses are presented.

G. Meetings

Regular meetings shall be scheduled six (6) times a year on a bi-monthly basis beginning in January. The January meeting shall be considered the “annual” meeting and shall include an election of officers. Special meetings can be called upon written three (3) day notice by the chairperson of the Miami County Communication Center/Board of Directors.

H. Committees

Such committees as deemed necessary may be established and/or abolished by the Board of Directors.

1. Such committees may be comprised of non-Board members.
2. Such committees must be chaired by a Board member.

I. Quorum

Six (6) members shall constitute a quorum for both regular and special meetings. No business shall be conducted without a quorum present.

J. Confidentiality

Information which is protected by privacy laws must be maintained in confidence by members of the Miami County Communication Center Board of Directors'. Violations of this confidentiality shall be deemed sufficient grounds for removal from membership of the Miami County Communication Center Board of Directors. If removal involves a permanent member, a replacement will named by the appropriating authority.

K. Organization

OFFICERS:

1. Chairperson:
Duties:
 1. Conduct meetings according to Roberts Rules of Order.
 2. Prepare and follow a written agenda for all meetings.
 3. Serves as a spokesperson for the Miami County Communication Center Board of Directors.
2. Vice Chairperson:
Duties:
 1. Serve as the Chairperson in the absence of the duly elected Chairperson.
 2. Serve as "ex officio" member of all standing committees.
3. Secretary:
Duties:
 1. Maintain a record of all proceedings.
 2. Notify members of the Miami County Communication Center Board of Directors, and members of the press and all participating agencies, of forthcoming meetings.
 3. Publish meeting notices.
 4. Maintain a current membership list.
 5. Perform such other duties as determined by the Board of Directors.

L. Change in By Laws

Revisions of the By Laws of the Miami County Communication Center Board of Directors shall be enacted in the following manner:

1. A written draft of the proposed change shall be given to all members as part of a regular meeting agenda or by U.S. Mail for those not present.
2. At the next regular meeting, a proposal for change can be presented for consideration and discussion.
3. At the next regular meeting following the meeting at which the proposal for change was presented, a vote on the proposed change can be taken.

No revision to these By Laws shall be effective until having been accepted by a majority of the membership of the Miami County Communication Center/Board of Directors.

M. Facility Administrator/Board of Miami County Commissioners

The Facility Administrator (Director) shall be under the direct supervision and control of the Board of Directors. The Board of Directors shall determine and promulgate the complete job description of the Facility Administrator (see Board of Directors Bylaws adopted 10-23-90) in accordance with policies set forth by the Board of Miami County Commissioners.

N. Effective Date

The effective date of the formation of the Miami County Communication Center Board of Directors shall be upon receipt by the Board of Miami County Commissioners of written notice of willingness to serve by all permanent members and of nomination to the Miami County Communication Center Board of Directors by the appropriate organization sending the non-permanent members.

Staffing:

The Center will maintain sufficient dispatching staff in correlation with operational needs. Sufficient supervisory and administrative staff help insure the efficient delivery of emergency and non-emergency communication/dispatch services to all the people of Miami County, Ohio. Staffing levels are subject to the annual budgetary appropriation process.



Ohio Revised Code Section 128.03 Countywide 9-1-1 system.

Effective: October 3, 2023

Legislation: House Bill 33

- (A) A countywide 9-1-1 system shall include all of the territory of the townships and municipal corporations in the county and any portion of such a municipal corporation that extends into an adjacent county.
- (B) A countywide 9-1-1 system may be an enhanced or next generation 9-1-1 system, or a combination of the two, and shall be designed to provide access to emergency services from all connected communications sources.
- (C)(1) Every emergency service provider that provides emergency service within the territory of a countywide 9-1-1 system shall participate in the countywide system.
- (2) A countywide 9-1-1 system may be provided directly by the county, by a regional council of governments, or by connecting directly to the statewide next generation 9-1-1 system for call routing and core services.
- (D)(1) Each public safety answering point shall be operated by a subdivision or a regional council of governments and shall be operated constantly.
- (2) A subdivision or a regional council of governments that operates a public safety answering point shall pay all of the costs associated with establishing, equipping, furnishing, operating, and maintaining that facility and shall allocate those costs among itself and the subdivisions served by the answering point based on the allocation formula in a final plan. The wireline service provider or other entity that provides or maintains the customer premises equipment shall bill the operating subdivision or the operating regional council of governments for the cost of providing such equipment, or its maintenance. A wireless service provider and a subdivision or regional council of governments operating a public safety answering point may enter into a service agreement for providing wireless enhanced 9-1-1 pursuant to a final plan adopted under this chapter.



(E) Except to the extent provided in a final plan that provides for funding of a 9-1-1 system in part through charges imposed under section 128.35 of the Revised Code, each subdivision served by a public safety answering point shall pay the subdivision or regional council of governments that operates the answering point the amount computed in accordance with the allocation formula set forth in the final plan.

(F) Notwithstanding any other provision of law, the purchase or other acquisition, installation, and maintenance of the telephone network for a 9-1-1 system and the purchase or other acquisition, installation, and maintenance of customer premises equipment at a public safety answering point made in compliance with a final plan, including customer premises equipment used to provide wireless enhanced 9-1-1, are not subject to any requirement of competitive bidding.

(G) Each emergency service provider participating in a countywide 9-1-1 system shall maintain a telephone number in addition to 9-1-1.

(H) If the public safety answering point personnel reasonably determine that a 9-1-1 call is not an emergency, the personnel shall provide the caller with the telephone number of an appropriate subdivision agency as applicable.

(I) A final plan adopted under this chapter may provide that, by further agreement included in the plan, the state highway patrol or one or more public safety answering points of another 9-1-1 system is the public safety answering point or points for the provision of wireline or wireless 9-1-1 for all or part of the territory of the 9-1-1 system established under the plan. In that event, the subdivision for which the wireline or wireless 9-1-1 is provided as named in the agreement shall be deemed the subdivision operating the public safety answering point or points for purposes of this chapter, except that, for the purpose of division (D)(2) of this section, that subdivision shall pay only so much of the costs of establishing, equipping, furnishing, operating, or maintaining any such public safety answering point as are specified in the agreement with the patrol or other system.

(J) A final plan for the provision of wireless enhanced 9-1-1 shall provide that any wireless 9-1-1 calls routed to a state highway patrol-operated public safety answering point by default, due to a wireless service provider so routing all such calls of its subscribers without prior permission, are instead to be routed as provided under the plan. Upon the implementation of countywide wireless



AUTHENTICATED,
OHIO LEGISLATIVE SERVICE
COMMISSION
DOCUMENT #309825

enhanced 9-1-1 pursuant to a final plan, the state highway patrol shall cease any functioning as a public safety answering point providing wireless 9-1-1 within the territory covered by the countywide 9-1-1 system so established, unless the patrol functions as a public safety answering point providing wireless enhanced 9-1-1 pursuant to an agreement included in the plan as authorized under division (I) of this section.



County Final Plan for Counties following:

ORC §128.06 (C)(2)

§128.07(B)(1)(a): The 9-1-1 program review committee shall send a copy of the final plan to the following:

- Board of commissioners of the county
- The legislative authority of each municipal corporation in the county
- The board of township trustees of each township in the county.

**the above notifications must be sent either by certified mail or, if the committee has record of an internet identifier of record associated with the board or legislative authority, by ordinary mail and by that internet identifier of record

§128.07(B)(1)(b): The 9-1-1 program review committee shall also send a copy of the final plan to the board of trustees, directors, or park commissioners of each subdivision served by a PSAP under the plan.

§128.07(B)(2): The 9-1-1 program review committee shall also file a copy of its final plan with the Ohio 9-1-1 Program Office not later than April 3, 2024.

§128.07(B)(2): Any revisions or amendments made to the final plan shall be filed with the Ohio 9-1-1 Program Office not later than ninety (90) days after adoption.

§128.01(T): A final plan means a final plan adopted under §128.08(B) (and turned in on April 3, 2024 to the Ohio 9-1-1 Program Office) or as an amended final plan adopted under 128.12. (to reflect any changes made to the final plan after April 3, 2024)

§128.05: Please list the name and contact information for your County 9-1-1 Coordinator:
Beth Hull, Interim Director, bhull@miamicountyohio.gov (937)332-7630

§128.25: Please provide the name and contact information for your single point of contact with the 9-1-1 Program Office who has the authority to assist in location-data discrepancies, 9-1-1 traffic misroutes, and boundary disputes between PSAPS (does not have to be, but could be the same as the County 9-1-1 Coordinator listed above):

Ed Zalipski, Public Safety Communications Application Manager, ezalipski@miamicountyohio.gov (937) 332-7640

County Final Plan for Counties following:

ORC §128.06 (C)(2)



**Department of
Administrative
Services**

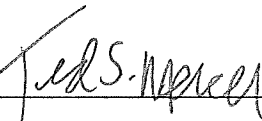
9-1-1 Program Office

9-1-1 Planning Committee Approval Acknowledgment

1. Gregory A. Simmons

Board of County Commissioners Member

Signature: Gregory A. Simmons (Absent) Date: 4/2/2024

2. Ted S. Mercer 

Board of County Commissioners Member

Signature:

Date: 4/2/2024

3. Wade H. Westfall 

Board of County Commissioners Member

Signature:

Date: 4/2/2024

If at anytime you acquire or stand up another PSAP in your County, you would need to being to follow section ORC §128.06(A) and start using the template for ORC §128.06(A)



ORC §128.06 (E) Revenue and Expenditures Summary Form

GENERAL INFORMATION

County: Miami

Individual Preparing Report: Beth Hull

Reporting Period: Jan. 1, 2023 – Dec. 31, 2023

9-1-1 Coordinator: Beth Hull

2023 Starting GAF Fund Balance: \$ 550,619.27

2023 GAF Funds Received: \$ 197,013.99

To access the Ohio Department of Taxation website to verify the amount of GAF received [CLICK HERE](#)

PSAP Name	NON-GAF Revenue	NON-GAF Expenditures	GAF Expenditures	Total Expenditure
Miami County Communication Center	\$ 2,689,436.76	\$ 3,680,681.90	\$ 66,809.57	\$ 3,747,491.47

Total: \$ 2,689,436.76 \$ 3,680,681.90 \$ 66,809.57 \$ 3,747,491.47

Ending GAF Fund Balance: \$ 680,823.69

Signature of 911
Coordinator

Beth Hull

Date: 2/26/24

State 9-1-1 Program
Office

Date:

