REGULAR PIQUA CITY COMMISSION MEETING
TUESDAY, MARCH 20, 2018
6:00 PM
COMMISSION CHAMBER – 2nd FLOOR
201 WEST WATER STREET - PIQUA, OHIO 45356

REGULAR CITY COMMISSION MEETING

CALL TO ORDER

THE PLEDGE OF ALLEGIANCE

ROLL CALL

SPECIAL PRESENTATION - WILLIAM M. MCCULLOCH TRIBUTE

ANNOUNCEMENTS
Setting of Public Hearing Date-Tuesday, April 3, 2018-Regular Piqua City Commission Meeting for:
Renewal of application for placement of farmland in an agricultural district for following:
  ➢ Sally K. Apple (Trust) & Donald E. Apple (Trust) - Parcels: N44-076881, N44-076907, N44-076917

REGULAR CITY COMMISSION MEETING

CONSSENT AGENDA

1. APPROVAL OF MINUTES
   Approval of minutes from the March 6, 2018 Regular City Commission Meeting

OLD BUSINESS

2. ORD. NO. 3-18 (3rd Reading)
   An Ordinance amending Chapter 55 Stormwater Management of the Piqua Municipal Code

3. ORD. NO. 4-18 (2nd Reading)
   An Emergency Ordinance amending Section 94.01 of the Piqua Code, relating to Green Fees for the Municipal Golf Course

NEW BUSINESS

4. RES. NO. R-43-18
   A Resolution authorizing a one year lease with Piqua Youth Baseball and Softball Association (PYBSA)

5. RES. NO. R-44-18
   A Resolution authorizing a purchase order to Finley Fire Equipment Company, Inc. for rescue tools for the Fire Department

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

CITY MANAGER'S REPORT

COMMISSIONERS COMMENT

ADJOURNMENT
MINUTES
PIQUA CITY COMMISSION
TUESDAY, MARCH 6, 2018
6:00 P.M.

Piqua City Commission met at 6:00 P.M. in the Municipal Government Complex Commission Chambers located at 201 W. Water Street. Mayor Hinds called the meeting to order. Also present were Commissioners Lee, Short, and Martin. Absent: Vogt.

Moved by Commissioner Martin, seconded by Commissioner Short, to excuse Commissioner Vogt from the March 6, 2018 regular Piqua City Commission Meeting. Voice vote, Aye: Martin, Lee, Short and Hinds. Nay: None.

REGULAR CITY COMMISSION MEETING

ANNOUNCEMENTS

No one came forward at this time.

CONSENT AGENDA

APPROVAL OF MINUTES

Approval of the Minutes from the February 20, 2018 Regular City Commission Meeting.

Moved by Commissioner Martin, seconded by Commissioner Short to approve the Consent Agenda at this time. Voice vote, Aye: Martin, Short, Lee, and Hinds. Nay, None. Consent Agenda was unanimously approved

OLD BUSINESS

ORD. NO. 3-18 (2nd Reading)

An Ordinance amending Chapter 55 Stormwater Management of the Piqua Municipal Code,

Law Director Stacy Wall provided the Staff Report.

This is the second reading of this ordinance, and no changes were made to the Ordinance since the 1st reading.

PUBLIC COMMENT

No one came forward to speak at this time.

Ordinance No. 3-18 was given a 2nd reading.

NEW BUSINESS

ORD. NO. 4-18 (1st Reading)

An Emergency Ordinance amending Section 94.01 of the Piqua Code, relating to Green Fees for the Municipal Golf Course

Finance Director Cynthia Holtzapple provided the Staff Report.

The ordinance will allow a modest cart rental fee increase at the Echo Hills Golf Course. The card fees have not been changed since 2009. This update will not affect "special" pricing that can be changed by the City Manager as needed (i.e. outings, limited memberships, etc.). This will allow
the city to stay competitive with other golf courses while generating more revenue to support operation costs, stated Ms. Holtzapple.

Commissioner Martin asked why this was an emergency ordinance. Ms. Holtzapple explained the golf season opens soon and they would like to have the new fees in place if possible. Mayor Hinds stated she understood this is the first time the fees have been raised since 2008, Ms. Holtzapple stated yes, but last time was in 2009.

Commissioner Martin stated he would like to give it a first reading, Commissioner Short also stated he would like to see Ordinance No. 4-18 be given a 1st reading.

PUBLIC COMMENT

Paul Krach, came forward asking where the money goes that is generated by the new fees. City Manager Huff stated it goes back in the golf course fund for operations.

After discussion Ordinance No, 4-18 was given a first reading.

RES. NO. R-37-18

A Resolution authorizing a lease agreement with Century Equipment, Inc. & VGM Financial Services for the lease of new Golf Carts for Echo Hills Golf Course

Finance Director Cynthia Holtzapple provided the Staff Report.

The 1995, 2000 and 2006 golf carts are in need of replacement. Bids were sent out and 3 quotes were received with Century Equipment being chosen for the lease of 36 golf carts. The City will continue to use 12-2006 and 2012 carts also.

Commissioner Martin inquired as to why they are leasing golf carts instead of purchasing them. Ms. Holtzapple explained.

Mayor Hinds stated the lease option is better than the purchase by looking at Exhibit A.

PUBLIC COMMENT

No one came forward to speak at this time.


RES. NO. R-38-18

A Resolution authorizing a purchase order to Walt Sweeney Ford, Inc. for a 2018 Ford F-450 extended cab truck with a heavy duty stake bed platform for the Power System

Ed Krieger, Power Systems Director provided the Staff Report.

The Power System vehicle replacement plan calls for the purchase of a 1-ton truck with a heavy duty stake bed platform. Bids were sent out and received on January 26, 2018 with Walt Sweeney being awarded the bid. Walt Sweeney’s option for a Ford F-450 is the only tuck bid that met the requirement of an extended cab truck. The recent transformer purchase came in below budget and will provide the additional source of funds for the purchase, stated Mr. Krieger.

Commissioner Martin inquired about lights for the vehicle. Mr. Krieger explained.
PUBLIC COMMENT

No one came forward to speak at this time.


RES. NO. R-39-18

A Resolution awarding a contract to Barrett Paving Materials, Inc. for the 2018 Street Resurfacing program

Amy Havenar, City Engineer provided the Staff Report.

Two bids were received on February 21, 2018 for the 2018 Street Resurfacing Program. The resurfacing project will consist of the necessary roadway base repairs and the overlaying of the roadway with a new asphalt surface. The project will also include the placement of all new pavement markings within the project limits. The anticipated time to begin will be late June or early July, as they are required to wait until all of the ADA Ramps have been installed, stated Ms. Havenar.

PUBLIC COMMENT

No one came forward to speak at this time.


RES. NO. R-40-18

A Resolution awarding a contract to Grissom Construction, LLC for the Sidewalk ADA Compliance Program

Amy Havenar, City Engineer, provided the Staff Report.

On February 21, 2018 bids were received for the Sidewalk ADA Compliance Program. The work consists of the installation of 39 ADA compliant handicap ramps at intersections along the streets to be resurfaced as a part of the 2018 Street Resurfacing Program. The work will also include the replacement of 10 catch basins within the paving limits. Grissom's have done a lot of work for the City, and they do a great job, stated Ms. Havenar.

PUBLIC COMMENT

No one came forward to speak at this time.


RES. NO. R-41-18

A Resolution authorizing a purchase order to Lebanon Ford for the purchase of three Ford Police Interceptor Utility vehicles

Chief Jamison provided the Staff Report.
As part of the ongoing strategic fleet replacement plan, the Police Department intends to purchase three new vehicles for use as marked police cruisers. The three current unmarked vehicles being taken out of service will be converted to unmarked vehicles to replace the three 2003 vehicles.

Commissioner Martin inquired about the current equipment in the vehicles and what will happen with it. Chief Jamison explained.

PUBLIC COMMENT

No one came forward to speak at this time.

Moved by Commissioner Lee, seconded by Commissioner Short, that Resolution No. R-41-18 be adopted. Voice vote, Aye: Lee, Martin, Short, and Hinds. Nay, None. Motion carried unanimously.

RES. NO. R-42-18

A Resolution authorizing a purchase order to the KE Rose Company for purchase and installation of specialized equipment in police vehicles

Chief Jamison provided the Staff Report.

This Resolution authorizes the purchase of equipment and the installation of Police vehicle equipment for three new police vehicles. This bid showed the State Bid Contract dealer to have the lowest cost option. The Police Department have used KE Rose Company and been very happy with their work, stated Chief Jamison.

Commissioner Martin asked if there would be any body painting done on the old vehicles to remove the decals. Chief Jamison explained.

PUBLIC COMMENT

No one came forward to speak at this time.


PUBLIC COMMENT

A local resident came forward thanked the Commission for explaining the garbage ordinance. He would also like the Commission to go back and review some of the older ordinances regarding the rental properties and the rehabilitation, including abandoned vehicles. City Manager Huff provided additional information.

Mayor Hinds stated the City is in the middle of reviewing the City Code at this time. There will be a Public Meeting held on April 16 for citizens to voice their concerns and share their thoughts on the changes they would like to see. More information will be coming soon.

Brad Boehringer, Mound Street, came forward and shared a positive experience he had with the City Income Tax Department recently. Mr. Boehringer commended Finance Director Cynthia Holtzapple and the Income Tax Department staff on providing a great service to the community.

Paul Krach, Linden Avenue, came forward and expressed his concerns about the growth in the city. Also voiced concerns about code violations in several houses in the city, and he would like to see more action taken. Mr. Krach stated he did not see any need for the proposed roundabout at this time.
Josh Tidwell, Broadway came forward stating he applied for a position on the Downtown Design Review Board. Mr. Tidwell stated he is looking forward to possibly having the opportunity to contribute his time and service to the community if he is appointed.

Mayor Hinds thanked Mr. Tidwell for taking the time to get involved.

CITY MANAGER REPORT

City Manager Huff congratulated Commissioner Vogt on being re-elected to the Executive Board of the Miami Valley Regional Planning Commission.

The City received a grant from the Miami Valley Regional Planning Commission for the replacement Trail Bridge by the Power Plant.

The City also received a $350,000 grant to renovate the Ohio Indiana Trail Bridge close to Lock 9 Park; this will make the bridge handicap accessible and be a great improvement to the area.

Commissioner Martin asked if the bridge in the south end would come out by Giles Park? City Manager Huff stated yes, it will be realigned and come out in Giles Park which will make it more accessible to citizens.

COMMISSIONERS COMMENT

Commissioner Lee wished Commissioner Vogt a speedy recovery. Commissioner Lee also thanked the Boy Scouts and the youth for coming and getting involved with city government. Further stating he appreciates their thoughts and comments.

Mayor Hinds also wished Commissioner Vogt best wishes on his recovery.

Mayor Hinds announced the Piqua Central Intermediate School 6th grade Run Club will be starting and running for the next eight weeks getting ready for the relay in May. The Piqua Police and Fire Departments are also involved with these intermediate school youth.

Motion made by Commissioner Martin, to adjourn from the Regular Commission Meeting 6:32P.M. seconded by Commissioner Lee, motion was carried unanimously.

KATHRYN B. HINDS, MAYOR

PASSED: ____________________________

ATTEST: ____________________________

REBECCA J. COOL
CLERK OF COMMISSION
ORDINANCE NO. 3-18

AN ORDINANCE AMENDING CHAPTER 55 STORMWATER MANAGEMENT OF THE PIQUA MUNICIPAL CODE

WHEREAS, the City of Piqua Chapter 55 defines stormwater management; and

WHEREAS, the City of Piqua operates under a permit issued by the Ohio Environmental Protection Agency authorizing storm sewer systems to discharge storm water under the National Pollutant Discharge Elimination System (NPDES Permit); and

WHEREAS, the NPDES Permit requires regulation of illicit discharge as it relates to public discharge and not construction projects; and

WHEREAS, the NPDES Permit requires regulation of specific construction site specifications with the ability to enforce any municipal regulations; and

WHEREAS, Chapter 55 of the Piqua Municipal Code needs amended to comply with the requirements of the NPDES Permit.

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

SECTION 1. That the City of Piqua hereby amends Chapter 55 of the Piqua Municipal Code as set forth below: (proposed language is underlined and language to be deleted is struck)

§ 55.01 PURPOSE.
This chapter establishes a stormwater management user fee to fund and support the city's efforts to address the issues presented in the recital provisions of the National Pollutant Discharge Elimination System (NPDES) Phase II stormwater permit and required operation, maintenance and replacement costs. The user fees include general public (institutional, agency, federal, state and local government and the like) and/or property owner user fees. The purpose of the Stormwater Code contained in this chapter is to provide for effective management and financing of a stormwater system utility within the City. To effectively accomplish the management of a stormwater utility, this code shall:

(A) Provide for administration, operation, maintenance and inspection of existing and future stormwater management facilities;

(B) Protect the public health, safety and welfare by providing a mechanism for mitigating the damaging effects of uncontrolled and unplanned stormwater runoff;

(C) Establish and maintain fair and reasonable stormwater management service charges for each lot or parcel in the city which bear a substantial relationship to the cost of providing stormwater management services and facilities.

(D) Ensure that similar properties pay similar stormwater management service charges which reflect each property's quantity of impervious area, because this factor bears directly on the quantity and quality of stormwater runoff generated from developed areas. Charges for single-
family detached dwelling units, two-family dwelling units and each housekeeping unit within a multi-family dwelling unit shall reflect the relatively uniform effect that such development has on runoff. Charges for all other properties shall be calculated based on their equivalency of impervious surface compared to single-family detached dwelling units, two-family dwelling units and each housekeeping unit within a multi-family dwelling unit.

(E) Provide a mechanism for consideration of specific or unusual service requirements of some non-residential properties accruing to or from properties as a result of providing their own stormwater management facilities.

(F) Provide to non-residential property owners a service charge adjustment process to review stormwater charges when unusual circumstances exist which alter runoff characteristics, when service varies from a normal condition or is of greater significance than contribution to runoff.

(G) Utilize stormwater management funds for the construction, operation, and maintenance of city stormwater facilities, except where activities or facilities are clearly unusual and in excess of normal level of service city-wide, and that developers are responsible for providing any stormwater facilities required for their project.

(H) In order to maintain the effectiveness of the stormwater code, this code shall:
   (1) Establish a mechanism for appeals and amendments to its provisions.
   (2) Provide for a procedure for abatement of conditions or activities that are not in the interest of public health, safety or welfare.
   (3) Provide for its continuous validity through severability of its various provisions.
   (4) Provide for penalties for violations of its provisions.

The Stormwater Utility Department (STWUD) shall establish rules and regulations consistent with this chapter to ensure the effective enforcement and maintenance of the stormwater utility. The STWUD shall have enforcement authority for violations of this Chapter and the rules and regulations.

§ 55.02 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

DESIGN SPECIFICATIONS. Design Specifications are issued by the City Engineer and govern all construction projects. Design Specifications are kept on file in the City Engineer’s Office.

ENFORCEMENT OFFICER. The enforcement officer shall be the City Manager, the City Engineer or the employee responsible for stormwater management.

ERU (EQUIVALENT RESIDENTIAL UNIT). An ERU shall be equivalent to 5,400 square feet of impervious area. This unit may periodically be adjusted based on changing conditions in the city.

ILLEGAL DISCHARGE. Any discharge to a municipal storm sewer that is not entirely composed of storm water, except discharges authorized under an NPDES permit, (other than the NPDES permit for discharges from the MS4) and discharges resulting from fire-fighting activities.

IMPERVIOUS AREA. Surface areas of residential and non-residential properties which water will not penetrate and from which stormwater runoff will be produced. This includes, but is not limited to, rooftops, sidewalks, parking lots, pavements, concrete, asphalt and compacted gravel.
**NON-RESIDENTIAL DEVELOPED PROPERTY.** All tracts of real property either zoned or developed for (i) residential use intended for occupancy by more than three families per residential structure (e.g., apartment houses with four or more units under a single roof), (ii) commercial uses, (iii) non-profit non-residential uses (e.g., governmental organizations, churches, and fraternal organizations), and (iv) industrial uses.

**NPDES.** National Pollutant Discharge Elimination System.

**ODNR.** Ohio Department of Natural Resources.

**RESIDENTIALLY DEVELOPED PROPERTY.** All tracts of real property either zoned or developed for residential use in structures designed and permitted for habitation by one or two families (i.e., single-family homes, two-family homes (duplex units) or three-family homes (triplex units)).

**SFR (SINGLE-FAMILY RESIDENTIAL).** All tracts of real property with improvements intended for occupancy by one, two, or three families for residential purposes (i.e., single-family homes or duplex units), regardless of the number of sewer taps and fees it incurs.

**STWUD.** The Stormwater Utility Department of the city, or any duly authorized officials acting in its behalf.

**STORMWATER SYSTEM.** A system of constructed and naturally occurring above ground and below ground facilities or infrastructure intended to collect, treat, convey, and otherwise manage runoff from rain, snow, and other precipitation including, but not limited to, drains, inlets, conduits, culverts, storm sewers, manholes, pump stations, channels, ditches, swales, drainage easements, retention and detention basins, infiltration facilities, constructed best management practices (BMP's), lakes, ponds, streams, creeks, rivers and other related components.

**VACANT/UNIMPROVED PROPERTY.** All tracts of real property that are wholly vacant and unimproved (no impervious area), regardless of the zoning classification assigned to the property or the uses permitted thereon by applicable law, rules, and regulations.

**ORGANIZATION, FACILITIES AND MAINTENANCE**

§ 55.05 ORGANIZATION OF THE UTILITY.

The utility shall be administered and managed by the City Manager or his or her designee who shall have the responsibility for planning, developing, and implementing stormwater management and sediment control plans; financing, constructing, maintaining, rehabilitating, inspecting, and managing stormwater facilities; collecting fees and charges for the utility; implementing and enforcing the provisions of this code; promoting public awareness of the progress and activities of the utility; making recommendations regarding proposals for amendments to this chapter, including, but not limited to, service charges, rules, and regulations; and other related duties.

§ 55.06 STORMWATER FACILITIES.

(A) The utility shall monitor the design, operation, maintenance, inspection, construction and use of all storm sewers, storm drains, and stormwater facilities in the city. The utility shall be responsible for the design and construction of public stormwater facilities in the city and shall inspect, operate, and maintain them as prescribed in the stormwater rules and regulations.

(B) The utility may accept overriding responsibility for permanent maintenance of stormwater facilities designed to control erosion when the benefitting area involves two or more property
owners. The utility may require facilities to be designed to reduce maintenance cost and will require adequate easements.

§ 55.07 EROSION, SILTATION AND SEDIMENTATION.
The utility shall be responsible for controlling erosion, siltation and sedimentation that will adversely affect storm sewers, drainage ditches, watercourses and other drainage facilities.

§ 55.08 ILLICIT DISCHARGE PROHIBITED
(A) There shall be no illicit discharge permitted as defined in Section 55.02 from any property.
(B) Illegal dumping is prohibited.
(C) Upon discovery of illicit discharge or illegal dumping, the enforcement officer shall notify the property owner of the violation and issue a cease and desist order. The enforcement officer shall develop a plan and timeline with the property owner to eliminate the violation. Should the illicit discharge and/or illegal dumping not be eliminated within the timeline issued, the homeowner shall be fined $100.00 for the violation.
   a. Should the property owner not correct the violation after the fine is issued, the City shall remedy the issue and assess the costs to the property owner.
   b. Should the same property have a subsequent violation, the property owner on all subsequent violations shall be assessed a civil fine of $250.00 if not remedied within the issued timeline.

§ 55.09 CONSTRUCTION PROJECTS
(A) All construction projects shall have an erosion control plan as governed by the Design Specifications issued by the City of Piqua Engineer.
   a. Should the property owner fail to submit an erosion control plan, a cease and desist order from any further construction shall be issued until an erosion control plan is submitted. The specifics of the plan shall be governed by the Design Specifications issued by the City of Piqua Engineer.
(B) The rate of run-off leaving a completed construction site shall be controlled in accordance with the Design Specifications issued by the City of Piqua Engineer.
   a. Should the enforcement officer determine that the post construction run-off rate is in violation of the Design Specifications, a cease and desist order shall be issued. The property owner shall immediately notify the enforcement officer of the remedy.
   b. Should the run-off rate not be corrected within the timeline issued by the enforcement officer, the property owner shall be fined $100.00 for the violation.
   c. Should the same property have a subsequent violation, the property owner on all subsequent violations shall be assessed a civil fine of $250.00 if not remedied within the issued timeline.
(C) The civil fine does not prohibit the City of Piqua from pursuing other remedies or exercising its rights with regards to the construction project not being completed in accordance with the Design Specifications.

§ 55.0810 ROUTINE AND REMEDIAL MAINTENANCE AND RIGHT OF ENTRY.
(A) The utility shall provide for inspection and routine maintenance of facilities that have been accepted for maintenance by the utility. Maintenance may include catch basin cleaning,
grating and casting repair, bridge surface drainage systems cleaning, channel clearing, erosion repair, and other incidentals. The Utility shall provide for remedial maintenance of facilities based upon the severity of stormwater problems and potential hazard to the public. Remedial maintenance of bridge surface drainage systems shall remain the responsibility of agencies other than the utility.

(B) Upon notice, the City Manager or his or her designee, including contractors and their employees or consultants and other employees, may enter upon lands within the city to make surveys and examinations to accomplish the necessary findings for planning and engineering studies or for inspection or maintenance of stormwater facilities. The City Manager or his or her designee shall maintain records of all inspections made.

§ 55.0911 PROPERTY AFFECTED.

(A) Except as provided in this chapter, all residentially developed property and non-residential developed property located within the limits of the city shall be subject to the stormwater service charges established by this chapter regardless of whether the properties are privately or publicly owned. Vacant/unimproved property shall not be subject to the service charges.

(B) The utility shall be responsible for stormwater drainage facilities and watercourses on all streets, boulevards, sidewalks, curbing, street and other municipal property and public easements, and highway structures and appurtenances belonging to the city.

(C) Where public facilities and watercourses are located in easements on private property, the owner of the property is responsible for aesthetic maintenance such as lawn mowing, litter pick-up, etc. The owner shall neither place nor allow structures or plantings that interfere with the operation and maintenance of such drainage facilities and watercourses.

(D) The utility may authorize the construction of curbs, pavements, channels, watercourses, conduits, culverts, or other structures necessary to properly operate and maintain new and existing stormwater facilities.

FEES
§ 55.30 USER FEE.

(A) All owners of real property in the city shall be charged for the use of the stormwater system based on an estimate of the amount of stormwater and rate of flow of stormwater that is projected to discharge into the stormwater system from the property.

(B) By this chapter, which may be amended from time to time by resolution of the Commission, the city hereby sets and establishes a system of fees that is intended to assess users their fair and equitable share of the costs for use of the stormwater system for each property within the city. These fees shall be established in an amount sufficient to defray the reasonable costs for federal stormwater permit requirements, operation, maintenance, and construction of necessary improvements or additions to the stormwater system. The subsequent amendments or adjustments shall take into consideration the amount of funds reasonably necessary to meet the level and cost of service required to manage and operate the stormwater system, including any previously unforeseen inflationary pressures, system expansion, increases in state and federal program mandates, or related issues that may necessitate management program expansion.

§ 55.31 FEES ESTABLISHED.
(A) Subject to the provisions of this chapter, each and every owner and/or operator of residentially developed property and non-residential developed property shall have imposed upon them a stormwater user fee. The stormwater user fee shall be a monthly service charge and shall be determined by the provisions of this chapter and the applicable equivalent residential unit (ERU) and ERU rate established hereunder, which provisions may be amended from time to time in accordance with the provisions of this chapter or by resolution of the Commission. The established rate shall be contained within the Stormwater Management User Fee Policy. Effective with the initiation of the Storm Water Utility and prior to January 1, 2014, one ERU is equivalent to $5.20. Effective January 1, 2014, the Storm Water Utility rate of one ERU is equivalent to $5.70 or up to 5,400 square feet. Effective January 1, 2015, the effective Storm Water Utility rate will be, one ERU is equivalent to $6.20 or up to 5,400 square feet for the year 2015. Effective January 1, 2016, the effective Storm Water Utility rate will be, one ERU is equivalent to $6.70 or up to 5,400 square feet for the year 2016, and will remain at those rates till further review.

(B) The City Manager shall make recommendations to the Commission to adjust this definition of ERU from time to time by resolution to reflect development trends within the city or further equitably divide the costs of supporting the operation and maintenance of the stormwater system. In adjusting this definition, the Commission shall take into consideration the source of the data from which the subject ERU is to be established, the general acceptance and use of the source on the part of other stormwater systems, and the reliability and general accuracy of the source. The Commission may also utilize information obtained from property tax assessor's rolls or site examination, mapping information, aerial photographs, and other reliable information in order to determine impervious surface areas.

1. Single-family properties shall be billed on a per unit basis at one ERU per month and duplexes will be billed on a per unit basis of one-half an ERU per month.

2. The fee for all other properties not specified in division (B)(1) shall be calculated based on the total impervious area of the property divided by the then-effective average impervious area for an ERU multiplied by a rate of one ERU per month at the rate established for an ERU. The impervious area estimate shall be based on ortho-rectified aerial photography and/or as-built plans as approved through the building permit process, or other sources at the discretion of the City Engineer.

3. Notwithstanding any other provision of this chapter, the STWUD shall assess the need for rate increases and report findings to the Commission.

(C) Rates and charges incurred under this section shall be prepared and collected by the city in accordance with those provisions regulating the preparation and issuance of bills for utility service. The monies collected under this section shall be used expressly for the benefit of the stormwater system.

(D) The Commission shall yearly review the ERU and the fee assessed to determine whether the rate and fee are sufficiently permitting the city to meet the requirements of the NPDES permit issued by the EPA.

(E) A credit program shall be available to non-residential customers only as established by the STWUD.

§ 55.32 COLLECTION.

(A) The billing and collection of stormwater user fees shall be administered by the city utilities billing office. The stormwater user fees for residentially developed properties and non-
residential developed properties shall be billed as frequently as monthly with payment due as of the date stated in the billing.

(B) For billings and collections administered directly by the city, in the event a partial payment is received, the payment shall be applied according to established procedures. All bills for stormwater user fees shall become due and payable in accordance with the rules and regulations in effect, or subsequently adopted by, the Commission.

(C) All charges not under appeal and not paid within ten days from date of billing shall be considered delinquent. All charges delinquent shall be subject to penalty and/or interest as established by Commission and could constitute a lien or an assessment upon the real property affected from the date charges are incurred as determined by the City Manager or the City Manager's designee. The City Manager may withhold other services, including water and electric, until such time as any outstanding charges are paid in full or a payment schedule acceptable to the City Manager by the delinquent party is agreed to.

(D) The city shall have authority to annually place tax liens on properties in default of fees required by this chapter. The city shall provide notice of any intended tax liens subject to the provisions of applicable Ohio law. Removal of the property tax lien will only occur upon full payment of the stormwater user fees or other payment arrangements approved by the Commission. In the alternative, the city may take appropriate legal action to collect unpaid charges.

(E) The threshold for retroactive billing shall be three billing cycles. Omitted or previously unidentified property containing impervious surface that has not been charged stormwater user fees may be billed retroactively up to three billing cycles.

§ 55.33 ENTERPRISE FUND REQUIREMENTS.

(A) The Stormwater Utility Fund shall be used for the following purposes:

1. Acquisition of property by gift, purchase, or condemnation necessary to construct, operate, and maintain stormwater management facilities.

2. Costs of administration and implementation of the stormwater management program.

3. Engineering and design; debt service and related financing expenses; planning and construction costs for new stormwater facilities; and inspection, enlargement, or improvement of existing facilities.

4. Operation and maintenance of the stormwater system, including the monitoring and inspection of stormwater control devices and facilities.

5. Water quality monitoring and water quality programs.

6. Inspection and enforcement activities.

7. Elected official, appointed official, stakeholder, and general public education and outreach relating to stormwater.

8. Billing, revenue collection, and associated administrative costs.

9. Other activities that are reasonably required to manage and operate the stormwater system.

(B) Funding for the utility shall include, but not be limited to:

1. Stormwater user fees;

2. Direct charges. This charge will be collected from owners, developers or others for the cost of designing and constructing stormwater facilities and administrative costs and related expenses where the utility designs and/or constructs or contracts for the construction of such facilities, including costs associated with abatement procedures undertaken by the utility;
(3) Direct assessment. This charge will be collected from owners/users in localized areas that desire stormwater drainage facilities not considered a part of the regional development or where an improvement is desired ahead of the priority status;

(4) Fees as set forth in this chapter; and

(5) Other income obtained from federal, state, local and private grants or revolving funds.

(C) All revenues generated by or on behalf of the utility including stormwater management service charges and interest earnings on those revenues shall be deposited in the stormwater utility fund and used exclusively for stormwater utility purposes.

(D) When a public improvement is funded by other funds of the city and/or by other agencies or organizations, the utility may assume financial responsibility for any storm drainage improvement costs associated with the overall project.

ENFORCEMENT; APPEALS; NONLIABILITY

§ 55.50 ENFORCEMENT.

The City Manager or his or her designee is authorized to take appropriate legal action to require compliance with this chapter.

§ 55.51 APPEALS.

(A) Any person, firm, corporation, or organization notified of non-compliance with this chapter, who, or that is required to perform monitoring, analyses, reporting and/or corrective actions that is aggrieved by a decision of a City employee or contractor issuing such decision, may appeal the decision in writing to the City Manager within ten days following the effective date of the decision. The appeal must include all necessary documents, including, but not limited to, a survey, all structures or improvements, total property area, impervious area, drainage structures, drainage patterns and any features that contain, retain, or detain storm runoff on their own property, and diminish the quantity of stormwater as handled by the city.

(B) Upon receipt of the request, the City Manager or designee shall request a report and recommendation from the subject city employee or contractor and shall set the matter for administrative hearing at the earliest practicable date.

(C) At the hearing, the City Manager or his designee may hear additional evidence, and may revoke, affirm, or modify the earlier decision. Such decision shall be final, subject to appeal to a court of competent jurisdiction.

(D) The threshold for retroactive credits and adjustments shall be three billing cycles prior to appeal application and/or the date of property owner transfer, with exception to vacant/unimproved or unidentified property that has not been charged stormwater user fees.

§ 55.52 NO LIABILITY.

Floods and stormwater runoff may occasionally occur which exceeds the capacity of the system. This chapter does not imply nor create a duty on the city to insure that property subject to fees and charges established herein will always be free from flooding or flood damage, or that stormwater systems capable of handling all storm events can be cost effectively constructed, operated, or maintained. Nor shall this chapter create a liability on the part of, or cause of action against, the city, or any of their elected officials, officers, or employees for any flood damage or any damage that may result from storms or runoff thereof.

§ 55.99 PENALTY.
Any person, business, or entity found in violation of any provision of this chapter shall be deemed guilty of a first degree misdemeanor and assessed a civil penalty as stated herein. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such hereunder.

SECTION 2. All other sections of Chapter 55 of the Piqua Municipal Code not amended herein shall remain in effect as is.

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

1st Reading 2-20-2018
2nd Reading 3-6-2018

KATHRYN B. HINDS, MAYOR

PASSED: ________________________________

ATTEST: ________________________________

REBECCA J. COOL
CITY COMMISSION CLERK

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

Mayor Kathryn B. Hinds
Commissioner John Martin
Commissioner William Vogt
Commissioner Kris Lee
Commissioner Dave Short
ORDINANCE NO. 4-18

AN EMERGENCY ORDINANCE AMENDING SECTION 94.01 OF THE PIQUA CODE, RELATING TO GREEN FEES FOR THE MUNICIPAL GOLF COURSE

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

SEC. 1: Section 94.01 (Green Fees) of the Piqua Code are hereby amended per Exhibit “A” attached hereto;

SEC. 2: This Ordinance shall be declared an emergency for immediate preservation of the public peace, health, or safety in the City of Piqua and shall take effect and be in force from and after passage.

KATHRYN B. HINDS, MAYOR

PASSED: ______________________

ATTEST: ______________________
  REBECCA J. COOL
  CLERK OF COMMISSION

1st Reading 3-6-2018

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

Mayor Kathryn B. Hinds               _________
Commissioner John Martin              _________
Commissioner William Vogt             _________
Commissioner Dave Short               _________
Commissioner Kris Lee                 _________
**Commission Agenda**
**Staff Report**

<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>March 6, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>AN EMERGENCY ORDINANCE AMENDING SECTION 94.01 OF THE PIQUA CODE, RELATING TO GREEN FEES FOR THE MUNICIPAL GOLF COURSE</td>
</tr>
<tr>
<td>SUBMITTED BY</td>
<td>Name &amp; Title: Cynthia A. Holtzapple, Asst. City Manager &amp; Finance Director</td>
</tr>
<tr>
<td></td>
<td>Department: Finance</td>
</tr>
<tr>
<td>AGENDA CLASSIFICATION</td>
<td>☑ Consent ☑ Ordinance ☐ Resolution ☐ Regular</td>
</tr>
<tr>
<td>APPROVALS/REVIEWS</td>
<td>☑ City Manager ☑ Asst. City Manager/Finance</td>
</tr>
<tr>
<td></td>
<td>☑ Asst. City Manager/Development ☐ Law Director</td>
</tr>
<tr>
<td></td>
<td>☑ Department Director ☐ Other:</td>
</tr>
<tr>
<td>BACKGROUND</td>
<td>This Ordinance will allow us to implement a modest cart rental fee increase at Echo Hills Golf Course. These cart fees have not been changed since 2009. This update will not affect “special” pricing that can be changed by the City Manager as needed (i.e. outings, limited memberships, etc).</td>
</tr>
<tr>
<td>BUDGETING AND FINANCIAL IMPACT</td>
<td>Budgeted $: N/A</td>
</tr>
<tr>
<td></td>
<td>Expenditure $: N/A</td>
</tr>
<tr>
<td></td>
<td>Narrative: This will generate $6,000-$8,000 annually and aid in the successful operations at the golf course. We request waiving the three reading rule so that the new rates can be effective as soon as possible.</td>
</tr>
<tr>
<td>OPTIONS</td>
<td>1. Approve Ordinance 4-18 as presented.</td>
</tr>
<tr>
<td></td>
<td>2. Approve Ordinance 4-18 with changes.</td>
</tr>
<tr>
<td></td>
<td>3. Deny Ordinance 4-18 and offer staff an alternative.</td>
</tr>
<tr>
<td>PROJECT TIMELINE</td>
<td>The new rates will be implemented as soon as the Ordinance passes.</td>
</tr>
<tr>
<td>STAFF RECOMMENDATION</td>
<td>We support the passage of this Ordinance so that we may stay competitive with other area golf courses while generating more revenue to support our operational costs.</td>
</tr>
<tr>
<td>ATTACHMENTS</td>
<td>None</td>
</tr>
</tbody>
</table>
§ 94.01 GREEN FEES.

The charges for weekly, Saturday, Sunday, and holiday green fees at the municipal golf course shall be as follows:

(A)  (1) Weekdays, 9 holes: $15.00.
     (2) Weekdays, 9 holes, Senior (62 years or older by March 1): $12.00.
     (3) Weekdays, 9 holes, Junior (17 years or younger by March 1):

$12.00.

(B) Saturdays, Sundays and holidays, 9 holes: $16.00.

(C)  (1) Weekdays, 18 holes: $20.00.
     (2) Weekdays, 18 holes, Senior (62 years or older by March 1): $16.00.
     (3) Weekdays, 18 holes, Junior (17 years or younger by March 1):

$16.00.

(D)  (4) Weekdays before 3:00 p.m., 18 holes plus cart: $25.00 per day.
     (5) Weekdays, 18 holes, value coupon: coupon for 11 rounds -

$200.00.

(E)  (1) Saturdays, Sundays and holidays (18 holes): $23.00.
     (2) Saturdays, Sundays and holidays after 11:00 a.m., 18 holes plus
     cart: $28.00 per day.
     (3) Saturdays, Sundays and holidays, value coupon: coupon for 11
     rounds - $230.00.

(F) Saturdays, Sundays and holidays after 1:00 p.m. Junior (17 years or younger by March 1), 9 holes: $12.00, 18 holes: $16.00.

(E)  Cart Fees:
     (1) 18 holes - $42.00/13.00/person (which includes tax).
     (2) 9 holes - $7.00/8.00/person (which includes tax).
     (3) 18 hole value coupon: coupon for eleven 18 hole rounds -

$420.00/813.00.

(G)  (4) 9 hole value coupon: coupon for eleven 9 hole rounds -

$70.00/80.00.

(F) Driving Range: $4.00 per bucket of golf balls.

(G) Driving Range: $50.00 for twenty buckets of golf balls purchased at one
     time.

(H) Driving Range: $24.00 for eight buckets of golf balls purchased at one
     time.

(I) Driving Range: $1.00 for “Warm-up Bucket” with 10 golf balls.

(J) Special promotional rates: Special lower rates for daily greens fees,
     driving range fees and cart rental may be charged if recommended by the Golf Advisory
     Board and approved by the City Manager. Special promotional rates may not exceed
     those rates established above. When approved, special promotional rates shall include
     the cost, the period of time for which the rates are available and any special conditions
     associated with the special promotion.

(‘97 Code, § 90.01) (Ord. 36-83, passed 10-17-83; Am. Ord. 34-98, passed 9-21-98; Am.
Ord. 7-99, passed 2-15-99; Am. Ord. 35-99, passed 11-1-99; Am. Ord. 4-02, passed 2-19-02; Am.
Ord. 3-03, passed 2-18-03; Am. Ord. 13-03, passed 6-16-03; Am. Ord. 2-04,
passed 1-20-04; Am. Ord. 22-05, passed 12-19-05; Am. Ord. 38-08 passed 1-5-09; Am.
Ord. 2-17 passed 2-21-17)
RESOLUTION NO. R-43-18

A RESOLUTION AUTHORIZING A ONE YEAR LEASE WITH PIQUA YOUTH BASEBALL AND SOFTBALL ASSOCIATION (PYBSA)

WHEREAS, the City has leased the baseball fields and concession stand at Pitsenbarger Park to the Piqua Youth Baseball and Softball Association (PYBSA) with the last lease having expired; and

WHEREAS, the PYBSA desires to renew the lease, benefitting the youth of the City of Piqua; and

WHEREAS, the City desires to lease the baseball fields and concession stand for a period of one year.

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

SEC. 1: The City Manager is hereby authorized to enter into a Lease in substantially the same form as attached Exhibit “A” with the Piqua Youth Baseball and Softball Association (PYBSA) for the use of the baseball fields at Pitsenbarger Park.

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

KATHRYN B. HINDS, MAYOR

PASSED: ______________________________

ATTEST: ______________________________

REBECCA J. COOL
CITY COMMISSION CLERK

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

Mayor Kathryn B. Hinds  Commissioner Kris Lee
Commissioner John Martin  Commissioner Dave Short
Commissioner William Vogt
CITY OF PIQUA
LEASE

The City of Piqua, Ohio, the Lessor, in consideration of the rents and covenants herein after stipulated to be paid and performed by the Piqua Youth Baseball and Softball Association of Piqua, Ohio, the Lessee, does hereby grant, demise, let and lease unto the said Lessee, the premises described as the baseball fields and concession stand located at Pitsenbarger Park.

To have to hold the same with the appurtenances, unto the said Lessee for and during a term of one (1) year from the first day of March, 2018 until the last day of February, 2019.

Yielding and paying therefore, during the term aforesaid, the yearly rent of One Dollar ($1.00) payable in advance, on the first day of March each year of this lease. The Lease payment shall be payable to the Lessor at the Piqua Municipal Complex, 201 West Water Street.

And said Lessee does hereby covenant and agree with said Lessor as follows:

1. That the Lessee will pay said rent in the manner aforesaid.

2. That the Lessee will use and occupy said premises in a careful, safe and proper manner and will indemnify and hold the City, its officers, employees, agents and volunteers harmless from any liability growing out of the use of said premises by said Lessee. All participants and Piqua Youth Baseball and Softball Association activities shall sign a release and waive all claims against the City, its officers, employees, agents and volunteers.

3. That said Lessee will not use or occupy said premises for any purpose other than for use of promotion of the Piqua Youth Baseball and Softball Association program in the City of Piqua and shall have use of said premises for only so long as they maintain the Piqua Youth Baseball and Softball Association program.

4. That the Lessee may have full control and use of said premises for the duration of the contract. That anyone using said premises without the written consent of the Lessee or Lessor is in violation of the said premises and that either party will have the right to remove said violators from the premises. That the Piqua Youth Baseball and Softball Association retain the approval of the city to construct gates on all of the baseball fields under this lease. Also, the Piqua Youth Baseball and Softball Association shall be given approval to place locks on gates to keep better control of the play on these fields and shall leave at least one (1) field unlocked for public use if field conditions and required maintenance of said fields permit unregulated use.

Any fences constructed on the property shall be deemed fixtures and shall remain with the land upon termination of this Lease unless Lessor permits the removal of any fencing.
5. That any failure of the Lessor to enforce rights or seek remedies upon any default of the Lessee with respect to the obligations of the Lessee hereunder, or any of them, shall not prejudice or affect the rights or remedies of the Lessor in the event of any subsequent default of the Lessee.

6. Tenant will keep the interior and exterior of the Leased Premises in a safe, clean and orderly state at all times and will not store any refuse, trash, toxic or hazardous materials or wastes in or around the structures or on the Premises. The Lessee will ensure restrooms are kept safe and clean during their events and will inform the Lessor of any maintenance needs. Lessor will provide a dumpster.

7. The Lessee agrees to accept the Premises in its present “as-is” condition and shall maintain the leased premises in a safe condition at all times. Lessee shall have the right to install, attach, affix or otherwise place in or upon the premises any and all structures, appurtenances, equipment and signs deemed by it to be necessary for its proper use of the Leased Premises provided conformance with all applicable laws and regulations; provided, however, that Lessee shall make no exterior alterations which attach, affix or deface the exterior of the Premises without the prior approval of Lessor, which approval shall not unreasonably be withheld.

Lessor agrees to provide water, wastewater and electric service to Lessee at no charge. Lessor also agrees to repair/replace any exterior lighting fixtures for ball fields and security with like or similar fixtures at no charge. No third party shall repair or perform any work on the ball field lighting fixtures w/o the City’s prior approval. If appropriations permit, Lessor will assist in maintaining and repairing the concession stand building identified in Exhibit A and possessing the address of 1517 South Street for utility billing purposes. The Lessor will also assist in the maintenance of ball field fencing. All other structures, facilities and equipment are the responsibility of the Piqua Youth Baseball and Softball Association. The Lessee will submit written request for assistance with the maintenance and repair for the building at lease three weeks in advance for minor repairs and by July 1st of each year for the following calendar year for any major repairs and renovations. The submittals of requests for major repair and renovations will not necessarily guarantee the receiving of appropriations for work desired but will serve as input for the preparation and execution of the Lessor’s annual operating and capital budgets for the following year. Lessee shall maintain insurance to provide coverage for loss or damage to any of its property stored or kept on the leased premises. Lessee shall indemnify Lessor for any negligence of maintenance of said premises.

In the event of termination or expiration of this lease, any or all said improvements, structures, appurtenances, equipment and/or signs affixed to the structures and Premises may, at City’s sole option, be considered abandoned by the Lessee and become the property of the City.
8. Lessor shall not be responsible for any damage or loss to Lessee's property located on the leased premises. All fixtures installed by Lessee and all equipment, stock, supplies and all personal property of any kind or description whatsoever in the Leased Premises belonging to Lessee, shall be at Lessee's sole risk and City shall not be liable for any damage done to or loss of such property or loss suffered by the business or occupation of Tenant regardless of the cause of such damage or loss, unless City's employee, agents or independent contractors negligence was the sole proximate cause of such damage or loss.

9. The Lessee agrees to assume full responsibility of operating a youth baseball and softball program for the City of Piqua which includes all administration, staffing, concessions and field and structure maintenance.

10. That the Lessee, shall not assign this lease or in any manner sublet the premises: Lessee may enter into field use agreements with local youth baseball or softball organizations, which share or reimburse Lessee expenses for maintaining or operating the premise through cash or in-kind contributions, with permission of the City Manager or designee.

11. Lessor shall have the right to have access to the Leased Premises at reasonable times and for reasonable purposes and to utilize the Leased Premise for public events, subject to availability of the facility, at no cost to the City and without liability to Lessee.

12. That the Lessee agrees to obtain insurance for the protection of the City and the Lessee and to the satisfaction of the City Manager for not less than One Million ($1,000,000) per claim and Three Million ($3,000,000) per incident and the Lessee file a Certificate of Insurance with the City on an annual basis as the coverage is placed each year. Lessor, its employees, agents, volunteers, all boards, commissions, and/or authorities and board members, including employees, agents and volunteers thereof shall be an additional insured and the Certificate shall state that 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. The limits of liability shall be adjusted as needed during the term of the Lease by agreement of the Lessor and Lessee and in conformity with the then prevailing custom of insuring liability in the State of Ohio. Lessee agrees to cause each insurance policy carried by Lessee insuring Lessee's property against loss by fire or causes covered by the standard extended coverage endorsements to be written in a manner so as to provide that the insurance company waives all right of recovery by way of subrogation against Lessor for any loss or damage covered by such policy. Lessor shall not be liable to the Lessee or any other party for any loss or damage caused by fire or any or the risks enumerated in the standard extended coverage endorsement.

13. It is an essential term of this Lease that Lessee demonstrate responsible use of the funds and facilities entrusted to them by the community. Therefore the
Lessee will have a professional financial audit performed annually and provide Lessor with a copy of the findings.

14. Lessor may appoint an oversight committee to ensure the terms of the Lease are being met. Lessor may terminate this Agreement should Lessee violate any of the provisions contained herein. It is an essential term of this Agreement that Lessee provide a safe and family friendly environment at all times and failure to do so is cause for immediate termination of this Agreement.

* Provided, however, if said Lessee shall fail to keep and perform any of the covenants, agreements, provisions, terms or conditions of this lease, on the part of the Lessee to be kept and performed, or if said Lessee shall abandon or vacate said premises during the term hereof, or if said Lessee shall make an assignment for the benefit of creditors, or if the interest of said Lessee in said premises shall be sold under execution of the other legal process, it shall be lawful for said Lessor to enter as if this lease had not been made, and thereupon this lease and everything herein contained on the part of said Lessor to be done and performed shall cease, determine and be utterly void; without prejudice, however, to the Lessor’s right of action for breach of covenant. The commencement of a proceeding or suit in forcible entry and detainer or in ejectment, or otherwise, after any default by the Lessee, shall be equivalent, or otherwise, after any default by the Lessee, shall be equivalent in every respect to actual entry by the Lessor.

IN WITNESS WHEREOF, Landlord and Tenant have hereunto executed this Lease as of the __________ day of ________, 2018.

WITNESS: Lessor:

City of Piqua

__________________________

By: _______________________

Gary A. Huff, City Manager

Date: _______________________

WITNESS: Lessee:

_________________________

Piqua Youth Baseball Association

President

Date: ______________________


APPROVED AS TO FORM:

Stacy Wall
Law Director
RESOLUTION NO. R-44-18

A RESOLUTION AUTHORIZING A PURCHASE ORDER TO FINLEY FIRE EQUIPMENT CO., INC. FOR RESCUE TOOLS FOR THE FIRE DEPT.

WHEREAS, three new rescue tools are needed as part of the equipment replacement plan for the City's Fire Department; and

WHEREAS, properly advertised, competitive, sealed bids were opened on March 2, 2018 and the bid results are attached hereto as Exhibit A; and

WHEREAS, Finley Fire Equipment Co., Inc. was the most responsive bidder for the City of Piqua Fire Dept.; and

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

SEC. 1: A purchase order for Finley Fire Equipment Co., Inc. as provider for these three rescue tools;

SEC. 2: The Finance Director is hereby authorized to draw her warrants from time to time on the appropriate account of the City treasury in payment according to terms, not to exceed $26,113.00 from Fire Dept. (106-009) funds and said funds are available;

KATHRYN B. HINDS, MAYOR

PASSED: _______________________

ATTEST: _______________________
REBECCA J. COOL
CLERK OF COMMISSION

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

Mayor Kathryn B. Hinds ___________ Commissioner Kris Lee ___________
Commissioner John Martin ___________ Commissioner Dave Short ___________
Commissioner William Vogt ___________
<table>
<thead>
<tr>
<th>Meeting Date</th>
<th>March 20, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Report Title</td>
<td>A RESOLUTION AUTHORIZING A PURCHASE ORDER TO FINLEY FIRE EQUIPMENT CO., INC. FOR RESCUE TOOLS FOR THE FIRE DEPT.</td>
</tr>
</tbody>
</table>
| Submitted By | Name & Title: Brent Pohlschneider - Chief  
Department: Fire |
| Agenda Classification | ☑ Consent  
☑ Resolution  
☐ Ordinance  
☐ Regular |
| Approvals/Reviews | ☑ City Manager  
☑ Asst. City Manager/Finance  
☐ Asst. City Manager/Development  
☑ Law Director  
☑ Department Director;  
☐ Other: |
| Background | Our equipment replacement plan, allowed for replacement of our old extrication tools during 2018. These tools are 30+ years old and have been selected for replacement due to their lack of effectiveness at crash sites.  
We obtained bids for three rescue tools and those results are attached as Exhibit A. The Rescue Ram, Electro-Hydraulic Cutter and Electro-Hydraulic Spreader we have bid are better to have in the case of emergencies due to the changes in vehicle manufacturing over the years. These tools are built to deal with the current high strength steel of today’s and tomorrow’s vehicles. The cutter has 77% more cutting force than the unit being replaced. The spreader is 16% lighter and gives 14% more power than the unit being replaced. The rescue ram is designed to be deployed effectively in almost any precarious situation for moving material away from trapped limbs. All of the tools are battery powered allowing for better mobility along with the reduction of noise for the staff and the patient during extrication. The tools are also much more efficient in cutting and spreading power than the 30+ year old tools that are being replaced. The Hurst tools were tested along with other manufacturer tools at a local junk yard and the tools performed well beyond the expectations of the firefighters. |
| Budgeting and Financial Impact | Budgeted $: $42,000.00  
Expenditure $: $26,113.00  
Source of Funds: City of Piqua Fire Dept. Fund 106-009-836-8803 |
<table>
<thead>
<tr>
<th>OPTIONS</th>
<th>1. Approve the Resolution R-45-18</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2. Deny the Resolution R-45-18 and direct staff on how to proceed</td>
</tr>
<tr>
<td>PROJECT TIMELINE</td>
<td>We should have the new rescue tools by 5/15/18</td>
</tr>
<tr>
<td>STAFF RECOMMENDATION</td>
<td>I recommend approval of the resolution – The Fire Department requested in our 2018 budget process to replace our old extrication tools and this was approved. This bid was done in accordance with our purchasing requirements. Our recommendation is to purchase these three new rescue tools from Finley Fire Equipment Co., Inc.</td>
</tr>
<tr>
<td>ATTACHMENTS</td>
<td>Exhibit A is the bid tabulation for IFB #1810</td>
</tr>
</tbody>
</table>
IFB # 1810 Fire Dept. Rescue Tools
Bid Opening 3/2/18 at 2:00 p.m.

"Exhibit A"

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Rescue Ram</td>
<td>$7,050.50</td>
</tr>
<tr>
<td>2. Electro-Hydraulic Cutter</td>
<td>$9,009.00</td>
</tr>
<tr>
<td>3. Electro-Hydraulic Spreader</td>
<td>$10,053.50</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>$26,113.00</strong></td>
</tr>
</tbody>
</table>

Bid sent to 2 other vendors, posted on our website and advertised.