CALL TO ORDER

THE PLEDGE OF ALLEGIANCE

ROLL CALL

ANNOUNCEMENTS

REGULAR PIQUA CITY COMMISSION MEETING

CONSENT AGENDA

1. APPROVAL OF MINUTES
   Approval of minutes from the March 19, 2019 Regular City Commission Meeting

2. RES. NO. R-40-19
   A Resolution appointing Karen S. Jenkins as Clerk of Commission for the City of Piqua

3. RES. NO. R-41-19
   A Resolution authorizing the City Manager to enter into a Lease Agreement to permit the usage of a portion of the Bike Path Waterfront behind the Old Power Plant to Mainstreet Piqua

4. RES. NO. R-42-19
   A Resolution authorizing the City Manager to enter into a lease agreement to permit the usage of Piqua Veterans Memorial Park to Piqua Veterans Association

NEW BUSINESS

5. ORD. NO. 2-19 (1st Reading)
   An Emergency Ordinance enacting and adopting a supplement to the Code of Ordinances for the City of Piqua

6. ORD. NO. 3-19 (1st Reading)
   An Ordinance amending Chapter 51 of the Piqua Municipal Code (Sewers)

7. RES. NO.R-43-19
   A Resolution affirming the street name Jean Street

8. RES. NO. R-44-19
   A Resolution awarding awarding a contract to Fleetcor Technologies Operating Company LLC DBA Superfleet Mastercard for our City-Wide Fuel purchasing program for the years 7/1/19 – 6/30/24

9. RES. NO. R-45-19
   A Resolution authorizing a purchase order to Finley Fire Equipment for the purchase of a Fire Engine for the Fire Department

10. RES. NO. R-46-19
    A Resolution authorizing the City Manager to sign the Program Year (PY) 2019 CHIP Program Partnership Agreement by and between the Miami County Board of Commissioners, the City of Piqua, the City of Tipp City, and the City of Troy for the Ohio Development Services Agency (ODSA) Community Housing Impact and Preservation (CHIP) Program
11. RES. NO. R-47-19
   A Resolution authorizing an amendment to Zoning Map to change the Zoning Designation of Parcels
   N44-078782 and N44-078780 from R-PUD (Residential Planned Unit Development) to OS (Open Space)

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
PIQUA CITY COMMISSION
MINUTES
TUESDAY, MARCH 19, 2019
6:00 P.M.

Piqua City Commission met in the Municipal Government Complex – 201 West Water Street

Mayor Hinds called the meeting to order at 6:00 PM followed by the Pledge of Allegiance.

Roll Call as follows: Present: Mayor Hinds, Commissioners Lee, Short, Martin and Vogt. Absent: None.

PRESENTATION FROM THE UPPER VALLEY MEDICAL CENTER PRESIDENT,
MR. TOM PARKER, AND CHAIRMAN, MR. STEVE STALEY
Tom Parker, President of the Upper Valley Medical Center, indicated that the hospital is quite impressed with the plan that has been developed for Lock 9 Park. This is an opportunity to their commitment to the growth and vitality of all the communities in Miami County.

Steve Staley, Chairman of the Upper Valley Medical Center Board of Directors, reported that UVMC believes the improvement project will truly enhance lives.

Both Tom Parker and Steve Staley presented a check for $280,000 to the city's improvement project at Lock 9 Park.

CONSENT AGENDA

MINUTES FROM MARCH 5, 2019
Approval of the minutes from the March 5, 2019 Regular City Commission Meeting.

RES. NO. R-31-19
A Resolution reappointing a member to the Golf Advisory Board
Gene Hill was reappointed to a 4-year term to expire in 2023.

RES. NO. R-32-19
A Resolution appointing a member to the Golf Advisory Board
Eric White was appointed to a 4-year term to expire in 2023.

RES. NO. R-33-19
A Resolution appointing a member to the Park Board
Eric White was appointed for a 5-year term to expire in 2023.

RES. NO. R-34-19
A Resolution reappointing a member to the Tree Committee
Randi Simon-Serey was reappointed for a 4-year term to expire in 2023.

RES. NO. R-35-19
A Resolution of Appreciation for the Public Service of Vincent P. Ashcraft as a City Employee

RES. NO. R-36-19
A Resolution of Appreciation for the Public Service of Mark Spoltman as a member of the Planning Commission

Commissioner Martin, moved for the approval of the Consent Agenda, motion was seconded by Commissioner Vogt.

Motion was carried unanimously, and Mayor Hinds declared the Consent Agenda adopted.
NEW BUSINESS

RES. NO. R-37-19
A Resolution authorizing the lease of City owned real estate

Chris Schmiesing, City of Piqua Economic Development Director explained and reviewed the proposed lease with Locktenders, LLC to operate a restaurant in the 3,578 square feet of tenant space located at 110 W. High Street in the Fort Piqua Plaza.

The agreed upon terms of the lease are $1,500/month for five years, with an option to renew. Chris stated this is the same lease rate as was extended to the previous tenant. The tenant will hold the liquor license and provide alcohol services in the restaurant and for the Fort Piqua Plaza Banquet Center.

Locktenders, LCC ownership team operates Basils on Market restaurants located in Troy, Dayton and Mason, Ohio and has numerous years of experience in the restaurant industry. The ownership team has established a reputation for operating highly successful full-service restaurants that offer chef inspired food and specialty cocktails in a comfortable setting.

Attorney Jose Lopez, on behalf of the Jaqua family trust, asked that the commission consider the fiduciary obligation to the city before passing the resolution. Jose indicated the commission needed to do its economic due diligence and felt the commission was acting without competitive bidding to fill the restaurant space at the Fort Piqua Plaza.

Real estate developer Brandon Virgallito voiced concerns about the lease rate of the restaurant space. Brandon indicated there is an opportunity to analyze the lease rate.

A number of Piqua residents, including Michael Sloan, Diana Thompson, Dan French, Lorna Swisher, Sue Pelletier and Ruth Koon, spoke in support of the lease agreement for the restaurant space and asked commission to pass the resolution.

Commissioner Vogt, moved for the adoption of Res. No. R-37-19, seconded by Commissioner Martin. Motion carried unanimously.

RES. NO. R-37-19 Adopted

RES. NO. R-38-19
A Resolution authorizing the lease of City owned real estate

Chris Schmiesing, City of Piqua Economic Development Director explained and reviewed the proposed lease which would allow for Stone Ground Deli, LLC to operate a delicatessen in the 1,400 square feet of tenant space located at 122 W. High Street in the Fort Piqua Plaza.

Chris explained the agreed upon terms of the lease are $750/month for five years, with an option to renew. This is the same lease rate as was extended to the previous tenant. Stone Ground Deli, LCC ownership team operates Basils on Market restaurants located in Troy, Dayton and Mason, Ohio and has numerous years of experience in the restaurant industry. The ownership team has established a reputation for operating highly successful full-service restaurants. The deli would offer artisan style deli sandwiches and gourmet sides for dine in or carry out.

Commissioner Lee, moved for the adoption of Res. No. R-38-19, seconded by Commissioner Short. Motion carried unanimously.

RES. NO. R-38-19 Adopted
RES. NO. R-39-19
A Resolution authorizing the City Manager to enter into the Capital Improvement Community Park, Recreation/Conservation Project Pass Through Grant Agreement with the Ohio Department of Natural Resources (ODNR) for the Piqua Great Miami Trail Bridge Replacement Project

Amy Havenar reported that the City was notified of the award for funding through the General Assembly under the Parks and Recreation Improvement Fund (Fund 7035) last year for the construction of the Great Miami River Trail Bridge.

The project will consist of the replacement of the existing, inadequate pedestrian bikeway bridge with a new, ADA accessible bike path bridge over the Great Miami River adjacent to Goodrich Giles Park. Amy further stated this project would also include the construction of a multi-use path from the existing bridge to the newly constructed bridge.

The total cost for the project (including Engineering, Right-of-Way, Environmental and Construction) is estimated to be $1,693,000. The General Assembly has appropriated grant funds in the amount of $300,000 for costs associated with the construction of the GMR Trail Bridge Project. The City has also received $995,760 in Federal funds through the Miami Valley Regional Planning Commission (MVRPC) for the construction and the construction administration.

Commissioner Martin asked if there would still be access on the east side of the river from the bike path. Amy indicated the purpose of the Trail Bridge was to prevent that from happening. City Manager, Gary Huff, indicated the fishing spots by the bridge would still have access to the path. The cutoff would be more toward the Wastewater Treatment Plant for security reasons.


RES. NO. R-39-19 Adopted

PUBLIC COMMENT
Joe Wilson of Piqua stated he was downtown, over the winter, with his granddaughter and they went to the gazebo. Mr. Wilson stated there are boards on the gazebo that are needing replaced and the structure needs to be repainted. He asked the commission if there would be a chance of that happening for safety purposes.

City Manager, Gary Huff, indicated it would be possible for the repairs and the repainting to be done.

CITY MANAGER’S REPORT
Gary Huff congratulated Cindy Holzapple and her staff for receiving the Government Finance Officials Association Award of Excellence in Financial Planning for the 28th consecutive year. Gary also congratulated the Power System for receiving the American Public Power Association Excellence and Reliability Award for a number of years. Also, he congratulated Power Systems employees Kendrick Link and Tyler Martin for their four-year apprenticeship and being promoted to journeymen linemen. Congratulations to Mayor Hinds and Brittany VanHorn for receiving the Ohio City/County Management Associations 2019 Citizen Participation Award for the “This Hometown Piqua” music video.

Manager Huff reminded everyone that April 27th is the Piqua Community Clean-Up Day.

COMMISSIONERS COMMENTS
Commissioners Vogt, Martin, Lee and Short wished the best to Vincent Ashcraft and Mark Spoltman for their dedication to the City.

Commissioner Lee thanked Upper Valley Medical Center for their generous donation for the Lock 9 Park project.
Commissioner Short indicated the Pancake breakfast hosted by Kiwanis was a great success, and he would be happy to be the “celebrity” again next year. He also asked everyone to be careful of the motorcyclists that are now on the roads with the nicer weather.

Mayor Hinds indicated the St. Patty’s day Beer Run was a huge success, despite the weather.

Motion was made by Commissioner Vogt seconded by Commissioner Martin to adjourn from the Regular City Commission meeting at 6:44 P.M. Motion carried unanimously.

PASSED: ______________________

ATTEST: ______________________
KAREN S. JENKINS
CLERK OF COMMISSION

PREPARED BY: JESSICA MORGAN STEIN
SUBSTITUTE CLERK OF COMMISSION

KATHRYN B. HINDS, MAYOR
RESOLUTION NO. R-40-19

A RESOLUTION APPOINTING KAREN S. JENKINS AS CLERK OF COMMISSION FOR THE CITY OF PIQUA

WHEREAS, Jessica Morgan Stein was appointed substitute Clerk of Commission for Piqua City Commission effective January 15, 2019 due to vacancy of said position; and

WHEREAS, after proper advertisement of full-time position of Administrative Assistant/Clerk of Commission, the City Manager has recommended that Karen S. Jenkins be appointed Clerk of Commission in said office.

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: Karen S. Jenkins is hereby appointed Clerk of Commission for the City of Piqua, Ohio effective April 16, 2019.

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

KATHRYN B. HINDS, MAYOR

PASSED: __________________________

ATTEST: _________________________

KAREN S. JENKINS
CLERK OF COMMISSION

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

Mayor Kathryn B. Hinds            Commissioner Kris Lee
Commissioner John Martin           Commissioner Dave Short
Commissioner William Vogt

Legislation Date: 4/16/2019
RESOLUTION NO. R-41-19

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT TO PERMIT THE USAGE OF A PORTION OF THE BIKE PATH WATERFRONT BEHIND OLD POWER PLANT TO MAINSTREET PIQUA

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 permit Mainstreet Piqua on August 10, 2019 to use a portion of the bike path waterfront behind the old power plant as the location of the Down a River Down a Beer – Recreational Trail Celebration Event, upon the condition that Mainstreet Piqua obtains liability insurance satisfactory to the City Manager at a minimum coverage of $1,000,000 and complies with the terms of the attached Lease Agreement. The rental fee for this lease shall be $1.00 and other valuable consideration.

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

KATHRYN B. HINDS, MAYOR

PASSED: __________________________

ATTEST: __________________________
KAREN S. JENKINS
CLERK OF COMMISSION

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

Mayor Kathryn B. Hinds
Commissioner John Martin
Commissioner William Vogt
Commissioner Kris Lee
Commissioner David Short

Legislation Date: 4/16/2019
# Commission Agenda

## Staff Report

### Item # 3

<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>April 17, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT TO PERMIT THE USAGE OF A PORTION OF THE BIKE PATH WATERFRONT BEHIND OLD POWER PLANT TO MAINSTREET PIQUA</td>
</tr>
<tr>
<td>SUBMITTED BY</td>
<td>Brittany Van Horn, Special Events Coordinator Development Department</td>
</tr>
<tr>
<td>AGENDA CLASSIFICATION</td>
<td>☑Resolution</td>
</tr>
<tr>
<td>APPROVALS/REVIEWS</td>
<td>☑City Manager</td>
</tr>
<tr>
<td></td>
<td>☑Asst. City Manager/Development</td>
</tr>
<tr>
<td></td>
<td>☑City Planner</td>
</tr>
<tr>
<td>BACKGROUND (Description, background, justification)</td>
<td>The Down a River Down a Beer – Recreational Trail Celebration is an event that aims to…</td>
</tr>
<tr>
<td></td>
<td>▪ Attract people to the riverfront area to raise the profile of the water trail and the recreational trail system.</td>
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<td></td>
<td>▪ Offer samplings of a variety of beer and food, with the food product highlighting local restaurants.</td>
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<tr>
<td></td>
<td>▪ Includes a solo musical artist performance.</td>
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<tr>
<td></td>
<td>▪ Raises funds to support the maintenance and promotion of the river corridor and the recreational trail system.</td>
</tr>
<tr>
<td></td>
<td>The event organizers will collaborate with local supporters to organize and provide a high quality outdoor beer and food tasting event that also offers attendees an opportunity to experience and or witness canoeing, kayaking, and stand up paddle boarding on the Great Miami River water trail, and the demonstration of cycling equipment on the recreational trail.</td>
</tr>
<tr>
<td></td>
<td>The event organizers will be responsible for the general coordination of the event and solicitation of sponsorships and volunteer support. Mainstreet Piqua and the Piqua Arts Council will serve as the contracting/fiduciary agent and be compensated for their expenses and receive recognition as part of the promotion, production, and execution of the event. Any monetary gain from the event will directed to a predetermined item or cause in support of the maintenance and promotion of river corridor and the recreational trail system.</td>
</tr>
<tr>
<td>BUDGET/FINANCIAL IMPACT</td>
<td>Budgeted $: 0</td>
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<tr>
<td><strong>(Project costs and funding sources)</strong></td>
<td>Expenditure $:</td>
</tr>
<tr>
<td>---------------------------------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>Source of Funds:</td>
<td></td>
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<tr>
<td>Narrative:</td>
<td>This type of community event contributes positively to a community’s quality of life and the local economy.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>OPTIONS</strong></th>
<th>1. Adopt the resolution to authorize the lease.</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Include deny /approval option)</td>
<td>2. Defeat the resolution and deny the lease.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>PROJECT TIMELINE</strong></th>
<th>April 16, 2019 Regular City Commission meetings.</th>
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</thead>
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<tr>
<th><strong>STAFF RECOMMENDATION</strong></th>
<th>Approve the proposed resolution.</th>
</tr>
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<thead>
<tr>
<th><strong>ATTACHMENTS</strong></th>
<th>1. Resolution and lease agreement</th>
</tr>
</thead>
</table>
DOWN THE RIVER, DOWN A BEER 
RECREATIONAL TRAIL CELEBRATION EVENT 
LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this _____ day of __________ 2019, by and between the City of Piqua (CITY) and Mainstreet Piqua (ASSOCIATION) as follows:

Section 1: For one dollar and other valuable consideration, the City leases to the Association on the days of August 10, 2019, Old Power Plant Waterfront Bike Path public park facilities, as more specifically shown on the attached Exhibit ‘A’.

Section 2: The Association shall occupy and use the leased premises solely for the purposes of the Down the River, Down a Beer – Recreational Trail Celebration event and related activities, with the area to be occupied more specifically shown on the attached Exhibit ‘A’, and the event activities more specifically described on the attached Exhibit ‘B’.

Section 3: The Association shall obtain liability insurance satisfactory to the City Manager at a minimum coverage of $1,000,000 per event or $3,000,000 aggregate for bodily injury or property damage or for liability for acts of the Association or its agents, employees, licensees, or invitees, including operations, products and contemplated operations. Proof of coverage shall be provided to the City of Piqua.

The association will include the following as additional insureds: The City of Piqua, Ohio, its elected and appointed officials, all employees, agents, volunteers, all boards, commissions and/or authorities and board members including employees, agents and volunteers thereof. Coverage shall be primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds whether other available coverage be primary, contributing, or excess.

The City of Piqua shall be issued a certificate of insurance in the amount not less than stated above. The certificate of insurance shall specify that the City of Piqua, its elected of and appointed officials, all employees, agents, volunteers, all boards, commissions and/or authorities and board members including employees, agents and volunteers thereof are added by endorsement as additional insureds.

All performers and vendors at the celebration shall provide proof of liability coverage in the same amount and include the City of Piqua as an additional insured. The Association shall not permit any performer or vendor without the proper liability insurance coverage.

Section 4: The Association shall indemnify, hold harmless and defend the City of Piqua, Ohio, its officers, employees, agents and volunteers against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney’s fees which the City of Piqua, Ohio, its officers, employees, agents and volunteers may hereafter sustain, incur or be required to pay, arising out of or by any act or omission of the Association, the City of Piqua, Ohio, their officers, employees, agents and volunteers, in the execution, performance or failure to adequately perform Association’s or City of Piqua’s obligations pursuant to this contract.
DOWN THE RIVER, DOWN A BEER
RECREATIONAL TRAIL CELEBRATION EVENT
LEASE AGREEMENT

Section 5: The Association, its assigns, heirs, successors, employees and any and all subcontractors are independent contractors and are not agents and/or employees of the City of Piqua.

Section 6: This agreement shall not be assignable.

Section 7: The Association and all performers and vendors shall comply with all inspections and obtain any permits required prior to operation, at the Association’s expense.

Section 8: No Association contract with any performer or vendor shall place any liability upon the City.

Section 9: The Association shall be responsible for basic clean-up of the facilities after the conclusion of the Down the River, Down a Beer – Recreational Trail Celebration event.

Executed as of the above-referenced date by:

CITY OF PIQUA

Gary A. Huff, City Manager

MAINSTREET PIQUA

Lorna Swisher, Executive Director
EXHIBIT B

Down a River, Down a Beer - Recreational Trail Celebration Event

Vision

An event that...

- Attracts people to the riverfront area to raise the profile of the water trail and the recreational trail system.
- Offers samplings of a variety of beer and food, with the food product highlighting local restaurants.
- Includes a musical performer that adds to the quality of the experience.
- Raises funds to support the maintenance and promotion of the river corridor and the recreational trail system.

Program Concept

The event organizers will collaborate with local supporters to organize and provide a high quality outdoor beer and food tasting event that also offers attendees an opportunity to experience and or witness canoeing, kayaking, and stand up paddle boarding on the Great Miami River water trail, and the demonstration of cycling equipment on the recreational trail. The beer and food tasting will take place in a defined area of Lock Nine Park along the Great Miami River and Recreational Trail. Water based and recreational trail activities will happen near Lock Nine Park on the Great Miami River and the recreational trail.

The event organizers will be responsible for the general coordination of the event and solicitation of sponsorships and volunteer support. Mainstreet Piqua and the Piqua Arts council will serve as the contracting and fiduciary agent and be compensated for their expenses and receive recognition as part of the promotion, production, and execution of the event. Any monetary gain from the event will directed to a predetermined item or cause in support of the maintenance and promotion of river corridor and the recreational trail system.

It is envisioned the program scope and coordination efforts will work as follows:

Location

The location of the event will be at the bend in the Great Miami River near where the river intersects with the multi-use recreational trail and in close proximity to the downtown area (the Lock Nine Park and surrounding area). The event will be rain or shine with an alternative indoor venue to be identified if deemed necessary in the event of inclement weather.

Dates/Times

The event will be held in August and the recreation activities will begin early afternoon, and the beer and food tasting and musical entertainment will take place later afternoon into the evening. The event will begin at approximately 4:00 p.m. and conclude by approximately 10:00 p.m.

Food
EXHIBIT B

Down the River, Down a Beer - Recreational Trail Celebration Event

The event will be used to showcase signature food items prepared and provided by locally owned and operated restaurants. Restaurateurs with experience pairing food items that pair well with alcoholic beverages will be the preferred choice to provide food service at the event. The goal is to cross promote local restaurant establishments that are most likely to appeal to the event audience so that the local business may realize greater brand awareness as a result of participating in the event.

Should there be a lack of interest or desirable options available locally, other vendors providing quality food items deemed suitable for the event will be considered. Service clubs, church groups, and other not-for-profit organizations that offer food items as a fundraiser for their organization are not necessarily the targeted food vendors for this event.

The food vendors permitted to provide food service and the types of foods to be offered at each event will be at the discretion of the event organizers. The event organizers will identify food vendors that may be suitable for the scale, location, and budget defined for the event and come to a consensus on the appropriateness of a particular vendor before any entity is contracted to offer food service.

Drink

The event will include a variety of beer offered in sample serving sizes. The event organizers will secure the beer through wholesale distributors and will determine the beer options best suited for the event.

Other

The event will require a temporary liquor license and modest equipment rentals, advertising, portable restrooms, portable barricades, and other incidental items.

Sponsorships

The goal is secure sponsorships that will allow the event expenses to be revenue neutral and all ticket sale proceeds to be directed to the item or cause of the event organizers’ choosing.

Sponsorship levels include: Brewery $2,500, Barrel $1,000, Keg $500, Case $250, 6-Pack $100
RESOLUTION NO. R-42-19

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT TO PERMIT THE USAGE OF PIQUA VETERANS MEMORIAL PARK TO PIQUA VETERANS ASSOCIATION

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 permit Piqua Veterans Association on May 27, 2019 to use Piqua Veterans Memorial Park as the location of the Piqua Veterans Association Memorial Day event, upon the condition that Piqua Veterans Association obtains liability insurance satisfactory to the City Manager at a minimum coverage of $1,000,000 and complies with the terms of the attached Lease Agreement. The rental fee for this lease shall be $1.00 and other valuable consideration.

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

___________________________________________
KATHRYN B. HINDS, MAYOR

PASSED: __________________________

ATTEST:

KAREN S. JENKINS
CLERK OF COMMISSION

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

Mayor Kathryn B. Hinds             ________
Commissioner John Martin            ________
Commissioner William Vogt           ________
Commissioner Kris Lee               ________
Commissioner David Short            ________

Legislation Date: 4/16/2019
<table>
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<td>REPORT TITLE</td>
<td>A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT TO PERMIT THE USAGE OF PIQUA VETERANS MEMORIAL PARK TO PIQUA VETERANS ASSOCIATION</td>
</tr>
<tr>
<td>SUBMITTED BY</td>
<td>Brittany Van Horn, Special Events Coordinator</td>
</tr>
<tr>
<td></td>
<td>Development Department</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>☐ City Planner ☐ Planning Commission</td>
</tr>
<tr>
<td>BACKGROUND</td>
<td>Memorial Day parade ends at the Veterans Memorial Park for a 1 hour ceremony at 10 a.m. on May 27, 2019</td>
</tr>
<tr>
<td>BUDGET/FINANCIAL IMPACT</td>
<td>Budgeted $: 0</td>
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<td></td>
<td>Expenditure $: 0</td>
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<td></td>
<td>Source of Funds:</td>
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<td></td>
<td>Narrative:</td>
</tr>
<tr>
<td>OPTIONS</td>
<td>1. Adopt the resolution to authorize the lease.</td>
</tr>
<tr>
<td></td>
<td>2. Defeat the resolution and deny the lease.</td>
</tr>
<tr>
<td>PROJECT TIMELINE</td>
<td>April 16, 2019 Regular City Commission meetings.</td>
</tr>
<tr>
<td>STAFF RECOMMENDATION</td>
<td>Approve the proposed resolution.</td>
</tr>
<tr>
<td>ATTACHMENTS</td>
<td>1. Resolution and lease agreement</td>
</tr>
</tbody>
</table>
THIS LEASE AGREEMENT is made and entered into this _____ day of ____________ 2019, by and between the City of Piqua (CITY) and Piqua Veterans Association (ASSOCIATION) as follows:

Section 1: For one dollar and other valuable consideration, the City leases to the Association on the days of May 27, 2019, the Piqua Veterans Memorial public park.

Section 2: The Association shall occupy and use the leased premises solely for the purposes of the Piqua Veterans Association Memorial Day Event and related activities.

Section 3: The Association shall obtain liability insurance satisfactory to the City Manager at a minimum coverage of $1,000,000 per event or $3,000,000 aggregate for bodily injury or property damage or for liability for acts of the Association or its agents, employees, licensees, or invitees, including operations, products and contemplated operations. Proof of coverage shall be provided to the City of Piqua.

The association will include the following as additional insureds: The City of Piqua, Ohio, its elected and appointed officials, all employees, agents, volunteers, all boards, commissions and/or authorities and board members including employees, agents and volunteers thereof. Coverage shall be primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds whether other available coverage be primary, contributing, or excess.

The City of Piqua shall be issued a certificate of insurance in the amount not less than stated above. The certificate of insurance shall specify that the City of Piqua, its elected of and appointed officials, all employees, agents, volunteers, all boards, commissions and/or authorities and board members including employees, agents and volunteers thereof are added by endorsement as additional insureds.

All performers and vendors at the celebration shall provide proof of liability coverage in the same amount and include the City of Piqua as an additional insured. The Association shall not permit any performer or vendor without the proper liability insurance coverage.

Section 4: The Association shall indemnify, hold harmless and defend the City of Piqua, Ohio, its officers, employees, agents and volunteers against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the City of Piqua, Ohio, its officers, employees, agents and volunteers may hereafter sustain, incur or be required to pay, arising out of or by any act or omission of the Association, the City of Piqua, Ohio, their officers, employees, agents and volunteers, in the execution, performance or failure to adequately perform Association's or City of Piqua's obligations pursuant to this contract.
PIQUA VETERANS ASSOCIATION MEMORIAL DAY EVENT
LEASE AGREEMENT

Section 5: The Association, its assigns, heirs, successors, employees and any and all subcontractors are independent contractors and are not agents and/or employees of the City of Piqua.

Section 6: This agreement shall not be assignable.

Section 7: The Association and all performers and vendors shall comply with all inspections and obtain any permits required prior to operation, at the Association’s expense.

Section 8: No Association contract with any performer or vendor shall place any liability upon the City.

Section 9: The Association shall be responsible for basic clean-up of the facilities after the conclusion of the Piqua Veterans Association Memorial Day Event.

Executed as of the above-referenced date by:

CITY OF PIQUA

Gary A. Huff, City Manager

Piqua Veterans Association

Lee Adams, Piqua Veterans Association Memorial Day Event Chair
ORDINANCE NO. 2-19

AN EMERGENCY ORDINANCE ENACTING AND ADOPTING A SUPPLEMENT TO THE CODE OF ORDINANCES FOR THE CITY OF PIQUA

WHEREAS, American Legal Publishing Corporation of Cincinnati, Ohio, has completed the 2018 supplement to the Code of Ordinances of the City of Piqua, which supplement contains all ordinances of a general and permanent nature enacted from January 1, 2018 through State legislation current through August 2, 2018 and Local legislation current through September 4, 2018 and is referred to as 2018 S-62 Supplement; and

WHEREAS, American Legal Publishing Corporation has recommended the revision or addition of certain sections of the Code of Ordinances which are based on or make reference to the Ohio Code; and

WHEREAS, it is the intent of the Piqua City Commission to accept these updated sections in accordance with the changes of the law of the State of Ohio; and

WHEREAS, it is necessary to provide for the usual daily operation of the City of Piqua and for the immediate preservation of the public peace, health, safety and general welfare of the City of Piqua that this ordinance take effect immediately as the City Commission has already enacted all of the 2018 ordinance changes contained in the supplement.

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

SEC 1: That the 2018 supplement to the Code of Ordinances of the City of Piqua as submitted by American Legal Publishing Corporation of Cincinnati, Ohio, is hereby adopted by reference 2018 S-62 Supplement as is set out in its entirety.

SEC 2: Such supplement shall be deemed published as of the day of its adoption and approval by the Piqua City Commission and the Clerk of Commission is hereby authorized and ordered to insert such supplement into the copy of the Code of Ordinances kept on file in the Office of the Clerk of Commission.

SEC. 3: This Ordinance is declared an emergency for the immediate preservation of the public peace, health or safety in the City of Piqua and so that the ordinance already adopted by the City Commission can be codified.

PASSED: ____________________________

KATHRYN B. HINDS, MAYOR

ATTEST: ____________________________

KAREN S. JENKINS
CLERK OF COMMISSION

Mayor Kathryn B. Hinds
Commissioner John Martin
Commissioner William Vogt
Commissioner Kris Lee
Commissioner Dave Short

Legislation Date: 4/16/2019
ORDINANCE NO. 3-19

AN ORDINANCE AMENDING CHAPTER 51 OF
THE PIQUA MUNICIPAL CODE SEWERS

WHEREAS, the Wastewater Department completed an Ohio EPA Pretreatment Program Audit; and

WHEREAS, the results of the Ohio EPA Pretreatment Program Audit indicated that the changes proposed to Sections of Chapter 51 of this Ordinance were necessary for the Piqua Municipal Code to be consistent with the Ohio Administrative Code regulations.

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

SECTION 1. That the City of Piqua hereby amends Chapter 51 Sewers Sections pertaining to Industrial Pretreatment as set forth below: (new language is highlighted with also being underlined and deleted language is indicated by strikethrough):

Piqua, Ohio Code of
Ordinances

CHAPTER 51: SEWERS

Section

General Provisions

51.01 Purpose
51.02 Definitions
51.03 General prohibitions

Use of the Public Sewers

51.15 Connection required
51.16 Discharge of surface water
51.17 Discharge prohibitions
51.18 Enforcement

Private Sewage Systems

51.30 Private sewage systems
51.31 Application for construction permit
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Building Sewers and Connections

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51.46 Permit application; fees
51.47 Responsibility for cost
51.48 Separate sewer for each building; exception
51.49 Construction standards and specifications
51.50 Grease, oil and sand interceptors
51.51 Waste emitted into public sewers
51.52 Pretreatment facilities maintenance expense
51.53 Control manhole
51.54 Monitoring; reports; test sites
51.55 Special agreements or arrangements
51.56 Protection from damage; accidental discharge; upsets
51.57 Wastewater discharge permits

Inspections; Orders

51.70 Authority of inspectors
51.71 Enforcement orders

Rates; Meters; Administration

51.80 Wastewater service charge
51.81 Wastewater service fees
51.82 Extra strength volume
51.83 Meters
51.84 Industrial exemptions
51.85 Payment of charges
51.86 Contracts outside city limits
51.87 Review of rates
51.88 Confidential information
51.89 Records retention
51.90 Falsification of information
51.91 Discount for senior citizens

51.99 Penalty
GENERAL PROVISIONS

§ 51.01 PURPOSE.

These regulations set forth uniform requirements for users of the Piqua wastewater system and enable the city to protect public health, safety, and welfare. The objectives of these regulations are:

(A) To prevent the introduction of pollutants into the wastewater system which will interfere with the normal operation of the system or contaminate the resulting municipal sludge; and

(B) To prevent the introduction of pollutants into the wastewater system which do not receive adequate treatment, and which will pass through the system into the receiving waters.

(97 Code, § 51.00) (Ord. 35-84, passed 8-20-84; Am. Ord. 21-12, passed 10-16-12)

§ 51.02 DEFINITIONS.

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

BEST MANAGEMENT PRACTICES (BMPs). Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed on Ohio Administrative Code (OAC) 3745-3-04. BMP's also include treatment requirements, operating procedures and practices to control plant site runoff spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

BIOCHEMICAL OXYGEN DEMAND or BOD. The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20°C, expressed in mg/l, as determined by Standard Methods.

BUILDING DRAIN. That part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five feet outside the inner face of the building wall.

BUILDING SEWER. The extension from the building drain to the public sewer or other place of disposal.

CATEGORICAL PRETREATMENT STANDARDS. Pretreatment standards promulgated by U.S. EPA, specifying quantities or concentrations of pollutants or pollutant properties which may be discharged or introduced to the wastewater system by specific industrial users. Any regulation containing pollutant discharge limits promulgated by EPA in accordance with sections 307(b) and (c) of the Act (33 U.S.C. section 1317) that apply to a specific category of Users and that appear in 40 CFR Chapter I, Subchapter N, Parts 405-471.

CITY. The City of Piqua, Ohio.
CITY MANAGER. The CITY MANAGER as provided for under the Charter of the city, or his or her duly authorized agent or representative.

COMBINED SEWAGE. A combination of sanitary sewage and storm water, with or without industrial wastes.

Connection. means the connection of all sanitary waste and drainage disposal lines from all development on a property to the public sewer and drainage system.

COOLING WATER. The water discharged from any system of condensation, air conditioning, cooling or refrigeration. It shall be free from odor and oil, and shall contain no polluting substances.

CONTROL AUTHORITY. (1) The POTW if it is under an approved pretreatment program; or (2) Ohio EPA if the POTW is not under an approved pretreatment program.

DEBT SERVICE CHARGE. The charge levied against the users of the sewage system for the retirement of and interest on bonds and/or notes authorized and issued by the city on construction of the sewage system facilities.

DEPARTMENT. The department established by the city for the purpose of managing and operating the wastewater system of the city.

ENGINEER. The City Engineer.


GARBAGE. Solid wastes from the preparation, cooking and dispensing of food, and from the handling, storage and sale of products.

GARBAGE, PROPERLY SHREDDED. The wastes from the preparation, cooking and dispensing of food that has been shredded to such a degree that all particles will be carried under the flow conditions normally prevailing in public sewers.

GOVERNMENTAL/INSTITUTION CLASS USER. Hospitals, nursing homes, schools; city, county, state or federal building or facilities that discharge wastewater into public wastewater treatment system works and facility.

HEALTH OFFICER. The City Health Commissioner or his or her duly authorized agent or representative.

HOLDING TANK WASTE. Any sanitary waste from holding tanks or chambers used in connection with boats, chemical toilets, campers, trailers, or other facilities from which sanitary wastes emanate. The definition includes sanitary wastes from septic tanks and vacuum pump tank trucks.

INDUSTRIAL USER or INDUSTRIAL DISCHARGER. Any user who discharges to the wastewater system any liquid wastes resulting from processes employed in industry or manufacturing, or from development of any natural resource.

INDUSTRIAL WASTES. The solid, liquid or gaseous waste resulting from any industrial
manufacturing, trade or business process; or from the development, recovery or processing of natural resources, as distinct from sanitary sewage.

**INTERFERENCE.** A discharge which (alone or in conjunction with a discharge or discharges from other sources) does both of the following:

1. Inhibits or disrupts the POTW, its treatment processes or operations, or its sludge processes, use, or disposal.

2. Therefore is a cause of a violation of any requirements of the POTW's NPDES permit (including an increase in the magnitude or duration of violation) or of the prevention of sewage sludge use or disposal in compliance with the following statutory provisions and regulations or permits issued thereunder (or more stringent local regulations): Section 405 of the Clean Water Act, being 33 USC 1345; the Solid Waste Disposal Act (SWDA), being 42 USC 6901 et seq. (including Title II, more commonly referred to as the Resource Conservation and Recovery Act (RCRA)), and including state regulations contained in any state sludge management plan prepared pursuant to Subtitle D of the SWDA, being 42 USC 6941 et seq., the Clean Air Act, being 42 USC 7401 et seq., and the Toxic Substance Control Act, being 15 USC 2601 et seq.

**LOCAL LIMITS.** Limits on industrial users developed by the City that are technically based on site-specific factors to protect the POTW's operations from interference and pass through and to ensure that the POTW's discharges comply with state and federal requirements. Local limits may be expressed as numerical values, narrative statements, best management practices, or a combination of these. Local limits are considered pretreatment standards upon approval by the Ohio EPA.

**MAY** is permissive.

**Mg/l.** Milligrams per liter.

**NATURAL OUTLET.** Any outlet into a watercourse, pond, ditch, lake or other body of surface or groundwater.

**NEW SOURCE.** Any building, structure, facility or installation from which there is or may be a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under Section 307(C) of the Act, being 33 USC 1317(c), which will be applicable to the source if these standards are therefore promulgated in accordance with that section, provided that:

1. The building, structure, facility or installation is constructed at a site which no other source is located;

2. The building, structure, facility or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source;

3. The production of wastewater generating processes of the building, structure, facility or installation are substantially independent of an existing source at the same site.

**NORMAL WASTEWATER.** Wastewater having an average concentration of not more than the following:
(1) BOD (biochemical oxygen demand): 200 mg/l

(2) SS (suspended solids): 250 mg/l

NPDES. National Pollutant Discharge Elimination System.

OPERATION AND MAINTENANCE. The cost incurred in the act of keeping all facilities for collecting, pumping, treating and disposing of sewage in a good state of repair and functioning properly including the replacement of the facilities when necessary.

OEPA. The Ohio Environmental Protection Agency.

PASSTHROUGH. A discharge which exits the POTW into waters of the state in quantities or concentrations which alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the POTW's NPDES permit (including an increase in the magnitude or duration of a violation.)

PERSON. Any individual, firm, company, association, society, corporation or group.

pH. The logarithm (base 10) of the reciprocal of the weight of hydrogen ions in grams per liter of solution. Low values indicate the presence of acids or acid-forming salts. High values indicate the presence of alkaline material. A pH of 7.0 is considered neutral.

POTW or PUBLICLY OWNED TREATMENT WORKS. That portion of the POTW that is designed to provide treatment (including recycling and reclamation) of municipal sewage and industrial waste.

PREMISES. Any parcel of real estate or portion of real estate, including any improvements, determined by the engineer to be a single user for purposes of receiving, using and paying for services.

PRETREATMENT. The reduction in the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less harmful state, prior to or in lieu of discharging pollutants to the wastewater system.

PRETREATMENT REQUIREMENT. Any substantive or procedural requirement related to pretreatment imposed on a User other than a Pretreatment Standard.

PRETREATMENT STANDARDS. Pretreatment standards shall mean prohibited discharge standards (as specified in Chapters §51.03 and §51.17), categorical pretreatment standards, and local limits.

PRIVATE SEWER. A sewer which is not controlled by a public authority. PUBLIC

AUTHORITY. Any governmental entity having jurisdiction by law. PUBLIC SEWER.

A sewer owned and operated by a public authority.
REGULATIONS. Any word, provision, paragraph or section of this chapter unless otherwise defined.

RESIDENCE. A building or house erected or constructed on any lot, parcel of land or premises and used primarily for dwelling purposes.

SANITARY SEWER. A sewer which carries sanitary wastewater and/or industrial waste, and to which storm, surface and groundwaters are not intentionally admitted.

SANITARY WASTEWATER. Water-carried wastes from domestic conveniences such as toilets, urinals and sinks.

SEWER. A pipe, conduit, ditch or other device for carrying wastewater or storm water.

SHALL is mandatory.

SIGNIFICANT INDUSTRIAL USER.

(1) Except as provided in division (2) below, the term SIGNIFICANT INDUSTRIAL USER includes:

(a) All industrial users subject to categorical pretreatment standards.

(b) Any other industrial user that discharges an average of 25,000 gpd or more of process wastewater to the POTW; contributes a process waste stream with makes up 5% or more of the average dry-weather hydraulic or organic capacity of the POTW treatment plant; or has a reasonable potential, in the opinion of the Director, to adversely affect the POTW's operation or for violating any pretreatment standard or requirement.

(2) The Director may at any time, on his or her own initiative or in response to a petition received from an industrial user, determine that a noncategorical industrial user is not a SIGNIFICANT INDUSTRIAL USER if the industrial user has no reasonable potential to adversely affect the POTW's operation for violating any pretreatment standard or requirement.

SIGNIFICANT NONCOMPLIANCE. A violation which meets one of the following criteria.

(1) Occurs in 66% or more of the measurements of any magnitude taken over a six-month period.

(2) Exceeds the technical review criteria (TRC) for the same discharge limit in 33% or more of the measurements taken over a six-month period.

(a) TRC = 1.4 (40% exceedance) for BOD, TSS, fats, oils,grease.

(b) TRC = 1.2 (20% exceedance) for all other pollutants.

(3) Causes alone or in combination with other discharges, interference or passthrough, including endangering POTW personnel or the public.

(4) Endangers human health or the environment, or results in the POTW's exercise of its emergency powers.

(5) A delay in meeting a compliance schedule milestone, such as failure to begin or complete construction or attain final compliance by 90 days or more.
(6) Failure to submit any required report within 45 days of due date.

(7) Failure to report noncompliance.

(8) Any other violation(s) which the POTW considers significant.

**SLUGLOAD.** A discharge of any pollutant at a flow rate and/or pollutant concentration of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch discharge, that has a reasonable potential to cause interference (as defined in this section) or pass through, or in any other way violate the POTW's regulations, local limits or permit conditions.

**STANDARD INDUSTRIAL CLASSIFICATION or SIC.** The classification of users based on the 1972 Standard Industrial Classification Manual, as amended and supplemented, Office of Manpower and Budget of the United States of America.

**STANDARD METHODS.** The laboratory procedures specified in the latest edition of Standard Methods for the Examination of Water and Wastewater, prepared and published jointly by the American Public Health Association, the American Water Works Association, and the Water Pollution Control Federation.

**STORM SEWER or STORM DRAIN.** A sewer which carries storm and surface waters and drainage, but excludes sanitary wastewater and industrial wastes, other than unpolluted cooling water.

**SUPERINTENDENT.** The superintendent of the wastewater system or known as the POTW.

**SUSPENDED SOLIDS or SS.** Solids that either float on the surface of, or are suspended in, water, wastewater or other liquids, and which are removable by laboratory filtering as determined by standard methods.

**TOXIC POLLUTANT.** Any pollutant designated by federal regulations pursuant to Section 307 of the Act, being 33 USC 1317, as amended.

**UNPOLLUTED WASTEWATERS or CLEAN WASTEWATERS.** Those liquid wastes which meet the criteria established by the OEPA for effluents discharged to city watercourses.

**U.S. EPA.** The United States Environmental Protection Agency.

**USER.** Any person that discharges, causes, or permits the discharge of wastewater into a public sewer.

**WASTES.** Wastewater and all other substances (liquid, solid, gaseous or radioactive) associated with human habitation or of human or animal origin; or from any producing, manufacturing or processing operation of any nature, including substances placed within containers of any nature prior to, and for purposes of, disposal.

**WASTEWATER.** A combination of water-carried industrial waste, sanitary wastewater or any other waste, together with any ground, surface and storm water that may be present.

**WASTEWATER SYSTEM.** All facilities for collecting, pumping, treating and disposing of sanitary wastewater and industrial wastes.

**WWTP - WASTEWATER TREATMENT PLANT.** An arrangement of devices and structures used for treating wastewater.
WATERS OF THE STATE. Any water, surface or underground, including waters, within the boundaries of the state.

(97 Code, § 51.01) (Ord. 35-84, passed 8-20-84; Am. Ord. 54-91, passed 11-18-91; Am. Ord. 9-93, passed 2-15-93; Am. Ord. 9-95, passed 2-20-95; Am. Ord. 4-09, passed 4-20-09; Am. Ord. 21-12, passed 10-16-12; Am. Ord. 4-16, passed 5-17-16)

§ 51.03 GENERAL PROHIBITIONS.

(A) It shall be unlawful for any person to place, deposit or permit to be deposited in an unsanitary manner upon public or private property within the city, or in any area under the jurisdiction of the city, any human or animal excrement, garbage or other objectionable waste.

(97 Code, § 51.02)

(B) It shall be unlawful to discharge, or cause to be discharged, to any natural outlet within the city, or in any area under the jurisdiction of the city, any sanitary wastewater, industrial wastes or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this chapter.

(97 Code, § 51.03)

(C) (1) Except as provided in this chapter, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool or other facility intended or used for the disposal of sanitary wastewater, except that all properly operating septic tanks and leaching fields in existence as of January 1, 1985, within 200 feet of a public sewer, may continue to be used until such time as they are in need of repair, replacement or in violation of division (A) of this section.

(2) No person, firm or corporation shall be permitted to connect to or discharge wastewater to the city sewage system unless it has been determined by the city that there is sufficient capacity in the system to collect, convey and treat the proposed wastewater discharge of that person, firm or corporation.

(3) Notwithstanding anything to the contrary, nothing in this chapter shall prohibit the use of temporary porta-john type toilet facilities used during construction or sporting events, festivals or such other events that are approved by the Health Department.

(4) No User shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes Pass Through or Interference. These general prohibitions apply to all Users of the POTW whether or not they are subject to categorical Pretreatment Standards or any other National, State, or local Pretreatment Standards or Requirements.

(97 Code, § 51.04) (Ord. 35-84, passed 8-20-84; Am. Ord. 9-85, passed 3-18-85; Am. Ord. 9-95, passed 2-20-95; Am. Ord. 21-12, passed 10-16-12)
USE OF THE PUBLIC SEWERS

§ 51.15 CONNECTION REQUIRED.

The owner of all houses, buildings or premises used for human occupancy, employment, recreation or other purpose, situated within the city and abutting on any street, alley, easement or right-of-way in which there is or may, in the future, be located a public sewer, is required, at his or her expense, to install suitable toilet facilities therein, connected directly with the proper public sewer, in accordance with the provisions of this chapter within 90 days after date of official notice of a violation of § 51.03(A) and (C), provided that the public sewer is within 200 feet of the property line.

(97 Code, § 51.05) (Ord. 35-84, passed 8-20-84; Am. Ord. 9-85, passed 3-18-85; Am. Ord. 21-12, passed 10-16-12)

Cross-reference:

Plumbing Code, see §§ 150.015 et seq.

§ 51.16 DISCHARGE OF SURFACE WATER.

(A) (1) No person shall discharge or cause to be discharged, any storm water, surface water, groundwater, roof runoff, downspouts, subfoundation building drainage, unpolluted cooling water or unpolluted industrial process water to any sanitary sewer.

(2) Subfoundation building drains connected to sanitary sewers before the effective date of these regulations shall be removed if it is established by the engineer that the connections are detrimental to the satisfactory operation of the wastewater system and that removal is cost-effective. The connections shall be prohibited after the effective date of these regulations and shall be considered illegal.

(97 Code, § 51.06)

(B) Storm water and all other unpolluted drainage shall be discharged to sewers specifically designated as storm sewers, or to a natural outlet approved by the engineer. Unpolluted industrial cooling water or unpolluted process waters may be discharged, upon approval by the engineer, to a storm sewer or natural outlet.

(97 Code, § 51.07) (Ord. 35-84, passed 8-20-84; Am. Ord. 21-12, passed 10-16-12) Penalty, see § 51.99

Cross-reference:

Plumbing Code, see §§ 150.015 et seq.
§ 51.17 DISCHARGE PROHIBITIONS.

(A) Prohibitions. No person shall discharge, or cause to be discharged, any of the following described water or wastes to any public sewer:

1. Any liquid or vapor which causes the influent temperature at the treatment plant to exceed 104°F (40°C), or which will inhibit biological activity in the treatment plant resulting in interference, but in no case wastewater which causes the temperature at the introduction into the treatment plant to exceed 104 degrees F (40 degrees C).

2. Any water, wastes, discharges of petroleum oil, nonbiodegradable cutting oil or products of mineral oil origin, if discharged in amounts that can cause passthrough or interference, or which may contain more than 100 mg/l of fat, oil or grease.

3. Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas.

4. Any garbage that has not been shredded to a degree that all particles will be carried freely under normal flow conditions prevailing in the public sewer.

5. Any water or wastes containing substances that will solidify or become discernibly viscous at temperatures between 30 and 150°F, including but not limited to ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, paunch manure or any other solid or viscous substance capable of causing obstruction to the flow in sewers or other interference with the operation of the wastewater system.

6. Any water or wastes having a pH lower than 5.5 or higher than 11.0, or having any other corrosive property capable of causing damage or hazard to structures, equipment and department personnel.

7. Any water or wastes containing toxic pollutants in sufficient quantity to injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, or create any hazard in the receiving waters of the wastewater treatment plant.

8. Any water or wastes containing suspended solids of such character and quantity that unusual attention or expense is required to handle the materials at the wastewater treatment plant.

9. Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems, or capable of creating a public nuisance, hazard to life, or sufficient to prevent entry into the sewers for maintenance and repair.

10. Any water or wastes which cause unsuitable sludge reclamation.

11. Any water or wastes which cause a detrimental environmental impact or a nuisance in the waters of the state, cause a condition unacceptable to any public authority having regulatory jurisdiction over the wastewater system, or cause the quality of the wastewater treatment plant effluent to violate the NPDES permit limitations.

12. Any water or wastes which cause discoloration, such that receiving water quality requirements, established by law, cannot be met.

13. Any radioactive waste, except when the person is authorized to use radioactive materials by the State Department of Health or other governmental agency empowered to regulate the use of radioactive
materials.

(14) Wastewater containing concentrations for cadmium, cyanide, nickel, copper, lead, zinc, chromium, and mercury in excess of current local limits on record in the Industrial Pretreatment Program Local Limits Document available at the Wastewater Treatment Plant and in the office of the City Engineer. The city of Piqua has the right to develop local limits, with technical justification, to enforce compliance. The local limits for pollutants are established to protect against pass through and interference.

(15) Any water or wastes containing in excess of 0.02 mg/l total identifiable chlorinated hydrocarbons.

(16) Any water or wastes containing in excess of 1.0 mg/l phenolic compounds.

(17) Pollutants which create a fire or explosion hazard to the POTW, including, but not limited to, waste streams with a closed cup flashpoint of less that 140°F or 60°C using the test method specified in 40 CFR 261.21.

(18) Any trucked or hauled pollutants, including industrial and or septic wastes, into any location of the sewer systems or POTW at any time.

(19) Any slugload, as defined in § 51.02, including oxygen demanding pollutants (e.g., BOD), released in a single extraordinary discharge episode of such volume or strength as to cause interference in the wastewater system as described in § 51.02 of this chapter.

(B) National Categorical pretreatment standards.

(1) National categorical pretreatment standards, as promulgated by the U.S. EPA, pursuant to the Federal Act, as amended, are hereby adopted and shall be met by industrial users regulated by such standards. Where categorical pretreatment standards promulgated by the U.S. EPA, pursuant to the Federal Act, as amended, are more stringent than those specified in these regulations, the regulations shall be amended to adopt the more stringent standards. All users regulated by the more stringent standards shall be notified of any proposed regulation change prior to the effective date. Any change or new provision in these regulations shall include a reasonable time schedule for compliance.

(2) All users regulated by categorical standards shall be notified of any proposed regulation change prior to the effective date. Any change or new provision in these regulations shall include a reasonable time schedule for compliance.

(3) Where an industrial user subject to categorical pretreatment standards has not submitted a discharge report as required in § 51.48, he or she shall file a completed discharge report within six months after the promulgation of the applicable categorical pretreatment standards. Where the user has submitted an acceptable discharge report, he or she shall submit to the department any additional information required by the categorical pretreatment standards.

(C) Dilution. No user shall increase the use of potable or process water in any way, nor mix separate waste streams for the purpose of diluting a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the standards set forth in these regulations.

(D) Right of revision. The city reserves the right to amend these regulations to provide for more or less stringent limitations or requirements on discharges to the wastewater system where deemed necessary to comply with the objectives set forth in § 51.01 of this chapter.
(E) **Review.** These regulations shall be reviewed annually by the engineer. If, in his or her opinion, changes or additions are required, he or she shall submit them to the City Manager for approval. Upon approval, the amendments shall be submitted to the City Commission for ratification as part of the codified ordinances of the city. There shall be a public notice of any proposed changes in these regulations.

'(97 Code, § 51.08) (Ord. 35-84, passed 8-20-84; Am. Ord. 54-91, passed 11-18-91; Am. Ord. 9-93, passed 2-15-93; Am. Ord. 3-98, passed 2-2-98; Am. Ord. 21-12, passed 10-16-12)

**§ 51.18 ENFORCEMENT.**

(A) **Discontinuation of service.** When an actual or threatened discharge presents a substantial danger to the health of persons or the environment, interferes with the operation of the wastewater system or violates any provision of these regulations, the department may discontinue wastewater treatment service or take any other lawful means to effect the abatement of any danger.

(B) **Notification of violation.** Whenever the department finds that any user has violated any provision of these regulations, the engineer shall notify the user stating the nature of the alleged violation. If a user who has been notified to cease wastewater discharges fails to comply within the time specified by the engineer, the department shall discontinue wastewater treatment service by suspending water service or other appropriate means.

(C) **Show cause hearing.** After receipt of notification to cease wastewater discharges or to abate any substantial danger to the health of persons or the environment, the user has the right to request a hearing before the department. If a hearing is requested, the department shall serve the user with a written notice specifying the time and place of the hearing.

(D) **Right of appeal.**

(1) Any decision rendered by the department can be appealed in writing within 15 days to the Health Officer. The written request shall state the reasons for the appeal and specify what remedies are sought.

(2) The Health Officer shall, within ten days after receipt of the written appeal notice, hold a hearing and decide the question. The hearing shall include testimony from all concerned persons. The Health Officer shall render a written decision within five days after completion of the hearing.

(3) Within 15 days of receipt of the Health Officer's decision, the user may appeal to the Board of Health of the city. The written appeal notice shall be directed to the Health Officer who shall promptly transmit the appeal to the Board of Health. Upon giving not less than five business days' written notice to the appellant, a hearing shall be held before the Board of Health. After the hearing, the Board may, by a majority vote, affirm, reject or modify the decision of the Health Officer. The decision of the Board shall be made in writing within seven business days after the hearing and shall be final, except that further recourse may be had through statutory procedures.

(E) **Reinstatement of service.** Prior to reinstatement of wastewater treatment service, all cost and expense incident to the city's discontinuation of service shall be borne by the user. The department shall reinstate service upon proof acceptable to the city that the noncomplying discharge condition has been eliminated.
(F) **Termination of service.** The department may terminate wastewater treatment service to any user who fails to do the following:

1. Report the wastewater constituents and characteristics of his or her discharge requested by the engineer.
2. Permit reasonable access to his or her premises by department personnel for the purpose of inspection or monitoring.
3. Comply with any provision of these regulations.
4. Comply with the conditions of any order issued by city, state or federal officials with respect to these regulations.

(G) **Annual publication.** Annually the engineer shall publish a list of all dischargers or significant industrial users which at any time during the previous 12 months were in significant noncompliance with applicable pretreatment requirements. For the purpose of this provision, an industrial user is in significant noncompliance if its violations meet one or more of the following criteria.

1. Chronic violations of wastewater discharge limits, defined here as those in which 66% or more of all of the measurements taken during a six-month period exceed (by any magnitude) the daily maximum limit or the average limit for the same pollutant parameter.

2. Technical Review Criteria (TRC) violations, defined here as those in which 33% or more of all the measurements for each pollutant parameter taken during a six-month period equal or exceed the product of the daily maximum limit or the average limit multiplied by the applicable TRC (TRC = 1.4 for BOD, TSS, fats, oil and grease and 1.2 for all other pollutants except pH). Chronic and technical review criteria apply to SIUs but other SNC criteria can be grounds for finding a non-SIU in SNC. The chronic and technical review criteria are clarified as being applicable to each of an SIU's permitted monitoring points. The chronic and technical review criteria apply to violations of instantaneous limits. Violations of instantaneous limits or narrative standards that cause pass-through or interference are SNC. SNC criteria for violations that adversely affect the operation or implementation of the pretreatment program include violations of BMPs.

3. Any other violations of a pretreatment effluent limit (daily maximum or longer term average) that the engineer determines has caused, alone or in combination with other discharges, interference or pass-through (including endangering the health of POTW personnel or the general public).

4. Any discharge of a pollutant that has caused imminent endangerment of human health, welfare or to the environment or has resulted in the POTW's exercise of emergency authority to halt or prevent such a discharge.

5. Failure to meet, within 90 days after the schedule date, a compliance schedule milestone contained in a wastewater discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance.

6. Failure to provide, within 45 days after the due date, required reports such as Baseline Monitoring Reports, 90-day Compliance Reports, Periodic Self-monitoring Reports and reports on compliance with compliance schedules.

7. Failure to report noncompliance.

8. Any other violation or group of violations which the engineer determines will or has
adversely affected the operation or implementation of the city's pretreatment program.

(H) Schedules of compliance. When, in the opinion of the Superintendent, it is necessary for industrial users to install technology or provide additional operation and maintenance (O and M) to meet any condition of this chapter, the Superintendent shall require the development of the shortest schedule by which the industrial user will provide this additional technology or O and M.

(1) The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events. Under no circumstances shall any increment exceed nine months.

(2) Not later than 14 days following each date in the schedule and the final date for compliance, the industrial user shall submit a progress report to the engineer including, at a minimum, whether or not it complied with the increment of progress to be met on that date and, if not, the date on which it expects to comply with the increment of progress, the reason for delay and the steps being taken by the industrial user to return to the schedule established.

(I) Remedies Nonexclusive. The remedies provided for in this ordinance are not exclusive. The Superintendent may take any, all, or any combination of these actions against a noncompliant user. The City is authorized to develop and implement an Enforcement Response Plan, which is titled "City of Piqua Industrial Pretreatment Enforcement Procedures," which is available at the Wastewater Treatment Plant. Enforcement of pretreatment violations will generally be in accordance with the City's enforcement response plan. However, the Superintendent may take other action against any user when the circumstances warrant. Further, the Superintendent is empowered to take more than one enforcement action against any noncompliant user.

(97 Code, § 51.18) (Ord. 35-84, passed 8-20-84; Am. Ord. 5-90, passed 1-15-90; Am. Ord. 54-91, passed 11-18-91; Am. Ord. 9-93, passed 2-15-93; Am. Ord. 4-09, passed 4-20-09; Am. Ord. 21-12, passed 10-16-12)
§ 51.31 APPLICATION FOR CONSTRUCTION PERMIT.

(A) Before beginning construction of a private wastewater disposal system, the owner shall first obtain a written permit signed by the Health Officer.

(B) The application for the permit shall be made on a form furnished by the city, which the applicant shall supplement by any plans, specifications and other information deemed necessary by the Health Officer.

(‘97 Code, § 51.11) (Ord. 35-84, passed 8-20-84; Am. Ord. 21-12, passed 10-16-12) Penalty, see § 51.99

§ 51.32 INSPECTION REQUIRED.

A permit for a private wastewater disposal system shall not become effective until the installation is completed to the satisfaction of the Health Officer. He or she shall be allowed to inspect the work at any state of construction, and, in any event, the applicant for the permit shall notify the Health Officer when the work is ready for final inspection, and before any underground portions are covered. The inspection shall be made within 48 hours of the receipt of notice by the Health Officer.

(‘97 Code, § 51.12) (Ord. 35-84, passed 8-20-84; Am. Ord. 21-12, passed 10-16-12) Penalty, see § 51.99

§ 51.33 COMPLIANCE WITH RECOMMENDATIONS.

The type, capacities, location and layout of a private wastewater disposal system shall comply with all recommendations of the Department of Public Health of the State of Ohio.

(A) Minimum lot area. No permit shall be issued for any private wastewater disposal system employing subsurface soil absorption facilities where the lot area is less than 1.5 acres. The foregoing area requirement may be altered by the Health Officer granting the permit when, in his or her judgment, the absorption characteristics of the soil on the lot justify such action. No septic tank or cesspool shall be permitted to discharge to any public sewer or natural outlet unless there is in connection therewith a proper leaching bed.

(B) Holding tank wastes. No person shall discharge holding tank, septic tank or cesspool wastes into a sanitary sewer unless a permit is secured from the Health Officer. This permit shall state the specific location of discharge, the time of day the discharge is to occur, the volume of the discharge and the wastewater constituents. If a permit is granted for discharge of waste into a sanitary sewer, the person shall pay the applicable user charges and fees and shall meet any other conditions required by the Health Officer.

(Ord. 35-84, passed 8-20-84; Am. Ord. 4-92, passed 2-3-92)

(C) Sewer design. The size, slope, alignment, construction materials, trench, excavation and backfill methods, pipe placement, jointing and testing methods used in the construction and installation of a building sewer shall conform to the building and plumbing code or other applicable requirements of the city. In the absence of code provisions or in amplification thereof, the materials and procedures set forth in appropriate specifications of the ASTM and WPCF shall apply.
§ 51.34 OPERATION AND MAINTENANCE AT OWNER'S EXPENSE.

(A) The owner shall operate and maintain the private wastewater disposal facilities in a sanitary manner at all times at no expense to the city.

(97 Code, § 51.14)

(B) No statement contained in this chapter shall be construed to interfere with any additional requirement that may be imposed by the Health Officer.

(97 Code, § 51.16) (Ord. 35-84, passed 8-20-84; Am. Ord. 21-12, passed 10-16-12)

BUILDING SEWERS AND CONNECTIONS

§ 51.45 PERMIT REQUIRED FOR CONNECTION.

No unauthorized person shall uncover, make any connections with or opening into, use, alter or disturb any public sewer or appurtenance thereof without first obtaining the necessary city permits.

(97 Code, § 51.20) (Ord. 35-84, passed 8-20-84; Am. Ord. 21-12, passed 10-16-12) Penalty, see § 51.99

§ 51.46 PERMIT APPLICATION; FEES.

(A) The owner or his or her agent shall make application for a building sewer permit. The permit application shall be supplemented by any plans, specifications or other information considered pertinent in the judgment of the Health Officer or his or her designated representative.

(B) A permit and inspection fee of as noted in the chart below, for a building sewer permit shall be paid to the city at the time the application is filed, based upon the size of the water service.

<table>
<thead>
<tr>
<th>Size</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-inch tap service</td>
<td>$420</td>
</tr>
<tr>
<td>1-1/2 inch tap service</td>
<td>$900</td>
</tr>
<tr>
<td>2-inch tap service</td>
<td>$1,680</td>
</tr>
<tr>
<td>3-inch tap service</td>
<td>$3,600</td>
</tr>
<tr>
<td>4-inch tap service</td>
<td>$6,000</td>
</tr>
</tbody>
</table>
6-inch tap service | $8,400
---|---
8-inch tap service and above | $12,000

(97 Code, § 51.21) (Ord. 35-84, passed 8-20-84; Am. Ord. 5-90, passed 1-15-90; Am. Ord. 18-07, passed 9-17-07; Am. Ord. 21-12, passed 10-16-12; Am. Ord. 20-16, passed 1-17-17) Penalty, see § 51.99

§ 51.47 RESPONSIBILITY FOR COST.

(A) All cost and expense incident to the installation and connection of the building sewer and lateral shall be borne by the owner. The owner shall indemnify the city from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer. The owner of premises served by a sewer shall be responsible for the operation, cleaning, maintenance, repair and reconstruction of the building sewer from the building to the point of connection with the public sewer.

(B) Sewer main extensions, when constructed, shall be to the specifications of, and at no cost to the city. Waiver of the above minimum size requirements shall be considered by the City Commission upon request of the developer and recommendation of the City Engineer or his designee.

(C) The developer or owners of benefitted property shall pay 100% of the cost of installation of the required minimum size sewer mains and appurtenances. Sizing required by the wastewater system in excess of the minimums will be at the cost of the wastewater system.

(D) (1) Although the developer and/or owner is responsible for 100% of the cost for the construction of a new sewer main, the party who paid the construction costs may receive a prorated reimbursement for up to a ten year period commencing on the date the city accepts ownership of the sewer main. The reimbursement shall be from the new customer who will be serviced by the sewer main.

(2) The prorated reimbursement of the costs for the sewer main construction shall be based on lineal footage of the property frontage based on the formula defined herein. The total cost of the sewer main construction shall be divided by the lineal frontage to determine the cost per lineal foot. Said cost for per lineal foot shall then be multiplied by the total lineal frontage for the amount of reimbursement.

Example: Total cost of sewer main:

$100,000

Total L.F.:

500
$100,000 / 500 = $200 per L.F.

$200 x 75 L.F. (frontage) = $15,000 prorated reimbursement

(3) The city shall not be held in any way responsible for any consumer's amount of prorated reimbursement should the reimbursement not be paid. Failure to pay would be subject to a civil action between the developer seeking reimbursement and the consumer who failed to pay.

(E) Sewer mains will be accepted into the water system, and ownership transferred to the city, after the project is complete, all inspections have been completed and passed, and the final punch-list has been satisfied by the City Engineer or his designee. Upon the city officially accepting the completion of the sewer main project, the maintenance bond will be executed, providing a minimum of a one-year period to ensure there is no construction or other defaults with the sewer main.

('97 Code, § 51.22) (Ord. 35-84, passed 8-20-84; Am. Ord. 21-12, passed 10-16-12)

§ 51.48 SEPARATE SEWER FOR EACH BUILDING; EXCEPTION.

(A) (1) A separate and independent building sewer shall be provided for every building.

(2) Where one building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard or driveway, the building sewer from the front building may be extended to the rear building and the whole considered as one building sewer.

('97 Code, § 51.23)

(B) Old building sewers may be used in connection with new buildings only when they are found, on examination and test by the Health Officer, to meet all the requirements of this chapter.

('97 Code, § 51.24) (Ord. 35-84, passed 8-20-84; Am. Ord. 21-12, passed 10-16-12) Penalty, see § 51.99.

§ 51.49 CONSTRUCTION STANDARDS AND SPECIFICATIONS.

All construction standards, sewer specifications, connection regulations and inspections shall comply with the city's "Standard Drawings and Specifications for Construction" passed by Ordinance 41-81, July 6, 1981.

('97 Code, § 51.25) (Ord. 35-84, passed 8-20-84; Am. Ord. 21-12, passed 10-16-12) Penalty, see § 51.99

§ 51.50 GREASE, OIL AND SAND INTERCEPTORS.

(A) Grease, oil and sand interceptors shall be provided when, in the opinion of the Health Officer, they are necessary for the proper handling of liquid wastes, containing grease in excessive amounts, or any inflammable wastes, sand and other harmful ingredients. However, interceptors shall not be required for
private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the Health Officer and shall be located to be readily accessible for cleaning and inspection.

(B) Grease, oil and sand interceptors shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperature. They shall be of substantial construction, watertight and equipped with easily movable covers which shall be gastight and watertight when bolted in place.

(C) Where installed, all grease, oil and sand interceptors shall be maintained by the owner, at his or her expense, in continuously efficient operation at all times.

(‘97 Code, § 51.30) (Ord. 35-84, passed 8-20-84; Am. Ord. 21-12, passed 10-16-12) Penalty, see § 51.99.

§ 51.51 WASTE Emitted INTO PUBLIC SEWERS.

(A) The admission into public sewers of any water or wastes having any of the following properties shall be subject to the review and approval of the engineer or his or her designated representative.

(1) A five-day BOD greater than 200 mg/l.

(2) More than 250 mg/l of suspended solids.

(3) Any quantity of substances having characteristics or constituents in violation of the regulations contained herein, except that approval may not be given for any waste in violation of federal regulations.

(B) Where necessary in the opinion of the engineer, the user shall provide, at his or her expense, such pretreatment as may be necessary to do the following.

(1) Reduce the BOD and suspended solids to levels denoted in divisions (A)(1) and (2) of this section.

(2) Reduce objectionable characteristics or constituents in violation of the regulations contained herein.

(3) Control the quantities and rates of discharge of such water or wastes.

(4) Adjust the pH to fall within the range of 5.5 to 11.0.

(C) Plans, specifications, operating procedures, a completion schedule and any other pertinent information relating to proposed pretreatment facilities shall be submitted for the approval of the engineer. No construction of facilities shall commence until written approval by the engineer is obtained. Any subsequent changes in the pretreatment facilities or operating procedures shall be submitted to and be approved by the engineer before the changes are made.

(D) In the case of categorical industries, as defined in § 51.02, a compliance report must be submitted within 90 days after the final compliance date of the categorical standards (40 CFR 403.12 (d)). In the case of new source dischargers as defined in § 51.02, this report must be submitted within 90 days of commencing discharge. Baseline data reports for new source discharges must be submitted at least 90 days prior to discharging.

(‘97 Code, § 51.51) (Ord. 35-84, passed 8-20-84; Am. Ord. 54-91, passed 11-18-91; Am. Ord. 21-12, passed 10-16-12) Penalty, see
§ 51.99

§ 51.52 PRETREATMENT FACILITIES MAINTENANCE EXPENSE.

Where pretreatment facilities are provided for any water or wastes, they shall be maintained continuously in satisfactory and effective operation by the user at his or her expense.

(‘97 Code, § 51.32) (Ord. 35-84, passed 8-20-84; Am. Ord. 21-12, passed 10-16-12) Penalty, see § 51.99

§ 51.53 CONTROL MANHOLE.

When required by the engineer, the owner of any premises served by a building sewer carrying industrial wastes shall install a suitable control manhole in the building sewer to facilitate observation, sampling and measurement of the wastes. The manhole, when required, shall be accessible and safely located and shall be constructed in accordance with plans approved by the engineer. The manhole shall be installed by the owner at his or her expense, and shall be maintained by him or her so as to be safe and accessible at all times.

(‘97 Code, § 51.33) (Ord. 35-84, passed 8-20-84; Am. Ord. 21-12, passed 10-16-12) Penalty, see § 51.99

§ 51.54 MONITORING; REPORTS; TEST SITES.

(A) Monitoring.

(1) All measurements, tests and analysis of the characteristics of water and wastes referred to in this chapter shall be determined in accordance with 40 CFR 136 methodology, as stated in the general pretreatment regulations (40 CFR 403.14(g)). Where 40 CFR 136 does not include sampling or analytical techniques for the regulated pollutants, alternative procedures shall be approved by the Superintendent. All measurements, tests, and analysis of the characteristics of wastewater performed by an industrial user shall be at the user’s expense.

(2) Where necessary, in the opinion of the engineer, a user shall provide, at his or her expense, all measurements, test and analysis of the characteristics of wastewater referred to in these regulations.

(3) The sampling requirements for initial compliance reports are the same as baseline monitoring report.

(4) Periodic compliance reports (IU self-monitoring reports) specifically require grab samples for pH, hexavalent chromium, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds.

(5) Except for those pollutants that are required to be measured by grab samples, all other pollutants will be measured by flow- proportional sampling unless justification for an alternate sampling type,
representative of the discharge, is documented in the industrial user file. The industrial user shall bear the cost of any and all control authority sampling that is done for flow-proportional sampling requirements and/or any other required or deemed necessary sampling.

(6) Multiple grab samples collected during a 24-hour period may be composited prior to the analysis as follows: for hexavalent chromium, cyanide, total phenols, and sulfides, the samples may be composited in the laboratory or in the field; volatile organics and oil and grease samples may be composited in the laboratory. Protocols, including appropriate preservation, specified in 40 C.F.R. 136 and appropriate U.S. EPA guidelines shall be followed.

(7) The control authority may now require an industrial user to install flow monitoring facilities, instruments, and recording devices to enable accurate measurement of flows as determined to be necessary and the industrial user shall bear all costs of such requirements.

(8) If a violation is detected through sampling and analysis conducted by the control authority in lieu of the industrial user, the control authority shall perform the repeat sampling and analysis within 30 days of becoming aware of the violation, unless it notifies the user of any violation and requires the user to perform the repeat sampling and analysis.

(B) Discharge permit application.

(1) It shall be unlawful to discharge industrial wastes into the POTW without first submitting a complete discharge permit application. Existing industrial users shall submit a discharge permit application within 90 days of the effective date of this chapter. New source dischargers shall file a discharge permit application at least 90 days before connecting to or commencing discharge to the POTW. The information on the application shall include the following:

(a) Name and address of applicant.

(b) A list of any environmental control permits held by the facility.

(c) A description of operations, including the nature, rate of production and Standard Industrial Classification (SIC) of the operation(s). This description shall include a schematic process diagram which indicates the point(s) of discharge to the POTW.

(d) Measured average daily and maximum flows of regulated process streams and other non-regulated streams.

(e) Results of sampling and analysis of regulated pollutants from each regulated process. For pH, cyanide, total phenols, oil and grease, sulfide and volatile organics, a minimum of four grab samples must be analyzed. For all other pollutants a minimum of one 24-hour flow-proportional composite sample must be obtained. Samples shall be taken immediately downstream of pretreatment facilities if they exist or immediately downstream of regulated processes if no pretreatment facilities exist. The samples shall be representative of the daily operation.

(f) Raw materials utilized and their amounts.

(g) Type and amount of product produced. For industrial users subject to equivalent mass or concentration limits established by the Superintendent, this report shall include a reasonable measure of the user’s long term production rate. For industrial users subject to production based standards, this report shall include the user’s actual production during the appropriate sampling period.
(h) Where additional pretreatment and/or operation and maintenance activities will be required to comply with this chapter, the discharger shall provide a declaration of the shortest schedule by which the discharge will provide additional pretreatment according to the conditions in § 51.18(H).

(i) This report shall include the certification statement and shall be signed by an authorized representative of the discharger as defined in division (D) of this section.

(C) Compliance reports.

(1) Any industrial user subject to categorical pretreatment standards shall submit a report indicating whether the user has achieved compliance. This report is to be submitted to the Superintendent within 90 days following the date for final compliance with applicable categorical pretreatment standards or in the case of a new source discharger following commencement of the introduction of wastewater into the POTW. This report shall include the certification statement and shall be signed by an authorized representative of the discharger as defined in division (D) of this section. The following information shall be included.

(a) The average daily and maximum flows of regulated process streams and other non-regulated streams.

(b) Results of sampling and analysis of regulated pollutants from each regulated process. For pH, cyanide, total phenols, oil and grease, sulfide and volatile organics, a minimum of four grab samples must be analyzed. For all other pollutants a minimum of one 24-hour flow-proportional composite sample must be obtained. Samples shall be taken immediately downstream of pretreatment facilities if they exist or immediately downstream of regulated processes if no pretreatment facilities exist. The samples shall be representative of the daily operation.

(c) For industrial users subject to equivalent mass or concentration limits established by the Superintendent, this report shall include a reasonable measure of the user's long term production rate. For industrial users subject to production based standards, this report shall include the user's actual production during the appropriate sampling period.

(d) A statement indicating whether pretreatment standards are being met on a consistent basis, and if not, a statement indicating whether additional pretreatment or operation and maintenance will be required to meet the pretreatment standards.

(e) When determined to be necessary by the Superintendent the report shall also have attached all documentation establishing compliance with a BMP.

(2) (a) All industrial users shall submit periodic compliance reports indicating the nature and concentration of pollutants in their discharge. The frequency of reporting shall be prescribed in the industrial user's discharge permit.

(b) Results of sampling above the minimum required shall also be reported if analyses were conducted according to the methodology in divisions (A) of this section. Where the results of self-monitoring indicate a violation of pretreatment standards, the industrial user shall notify the Superintendent within 24 hours of becoming aware of the violation. The user shall also resample for the pollutant(s) in violation, and report the results of resampling within 30 days of becoming aware of the initial violation.
(c) These reports shall include the certification statement and be signed by an authorized representative of the discharger as defined in division (D) of this section.

(D) Reports to be signed by authorized representative.

(1) Baseline Monitoring Reports, 90-Day Compliance Reports and Periodic Compliance Reports must all be signed by an authorized representative. All reports required under this section shall include the following certification statement.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

(2) Additionally, all reports shall be signed by:

(a) A president, secretary, treasurer or vice-president of the corporation;

(b) A general partner or proprietor if the industrial user is a partnership or sole proprietorship respectively; or,

(c) A duly authorized representative of this section if the authorization is previously made in writing to the Superintendent.

(3) In order to be eligible to sign, a manager is required to be authorized to make management decisions that govern the operation of the regulated facility, including having the explicit or implicit duty of making major capital investment recommendations, and of initiating and directing other comprehensive measures, to assure long-term environmental compliance with environmental laws and regulations. The signatory must also be responsible for ensuring that the necessary systems are established or that the necessary actions are taken to gather complete and accurate information for control mechanism requirements. The signatory must be assigned or delegated the authority to sign documents in accordance with corporate procedures and meet the rule specifications as described in OAC 3745-306-6 Signatory Requirements.

(4) If an authorization under paragraph (3) of this section is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, or overall responsibility for environmental matters for the company, a new authorization satisfying the requirements of paragraph (3) of this section must be submitted to the Control Authority prior to or together with any reports to be signed by an authorized representative. 40 CFR 403.12(l)(4)

(E) For a violation of this section, see § 51.99 Penalty.

('97 Code, § 51.34) (Ord. 35-84, passed 8-20-84; Am. Ord. 5-90, passed 1-15-90; Am. Ord. 54-91, passed 11-18-91; Am. Ord. 4-09, passed 4-20-09; Am. Ord. 21-12, passed 10-16-12) Penalty, see § 51.99
§ 51.55 SPECIAL AGREEMENTS OR ARRANGEMENTS.

No statement contained in this chapter shall prevent any special agreement or arrangement between the city and a user whereby a waste of unusual strength or character may be accepted by the city for treatment, subject to payment by the user, except that in no case may any special agreement permit a violation of any federal regulation.

('97 Code, § 51.35) (Am. Ord. 21-12, passed 10-16-12)

§ 51.56 PROTECTION FROM DAMAGE; ACCIDENTAL DISCHARGE; UPSETS.

(A) Protection from damage. No unauthorized person shall maliciously, willfully or negligently damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is a part of the wastewater system.

(B) Accidental discharge. Each user, at his or her expense, shall provide protection from accidental discharge of prohibited materials. Users shall notify the superintendent immediately upon the occurrence of a slugload, or accidental discharge of prohibited materials. This notification shall be followed, within five days of the date of occurrence, by a detailed written statement describing the cause of the discharge and the remedial measures in effect. Notification shall not relieve the user of liability for any expense, loss or damage to the wastewater system. The cost of treating the discharge shall be paid by the user.

(C) Operating upsets.

(1) Any industrial user who finds his or her pretreatment processes temporarily in a state of noncompliance with these regulations, due to factors beyond his or her reasonable control, shall inform the department as soon as possible, but not later than 24 hours following the start of the operating upset. Where information is given orally, the user shall file a written follow-up report with the department within five days. The report shall:

   (a) Describe the incident, its cause and its impact on the user's compliance status;

   (b) Give the duration of noncompliance, including exact dates and times of noncompliance. If the noncompliance continues, the time by which compliance is reasonably expected to occur;

   (c) All steps taken or to be taken to reduce, eliminate and prevent recurrence of the conditions of noncompliance.

(2) All industrial users shall promptly notify the city in advance of any substantial changes in the volume or character of pollutants in their discharge, including the listed or characteristic hazardous waste for which the industrial user has submitted initial notification under 40 CFR 403.12 (p).

(3) Bypassing or diverting of wastewater from an industry is prohibited unless the following apply:

   (a) Bypass is unavoidable to prevent lost of life, personal injury, or severe property damage.

   (b) There were no feasible alternatives to the bypass.

   (c) The permittee shall submit notification of bypass as follows:
1. If the permittee knows in advance of the need to bypass, it shall submit prior notice, if possible, at least ten days in advance of the bypass.

2. The permittee shall submit notice of any unanticipated bypass within one hour of the bypass, to the POTW.

   (d) That bypass is for essential maintenance to assure efficient operation.

   (4) The director may approve the discharge if it is determined that no adverse effects will harm the wastewater system.

   (5) The permittee may allow any bypass to occur which does not cause the effluent limitations to be exceeded.

(‘97 Code, § 51.36) (Ord. 35-84, passed 8-20-84; Am. Ord. 5-90, passed 1-15-90; Am. Ord. 54-91, passed 11-18-91; Am. Ord. 9-93, passed 2-15-93; Am. Ord. 21-12, passed 10-16-12) Penalty, see § 51.99

§ 51.57 WASTEWATER DISCHARGE PERMITS.

Wastewater discharge permits shall be expressly subject to all provisions of this chapter and all other applicable regulations, user charges and fees established by the city. Permits shall contain the following:

(A) Limits on wastewater constituents and characteristics;

(B) Limits on the rate and time of discharge or requirements for flow regulations and equalization;

(C) Requirements for installation and maintenance of inspection and sampling facilities;

(D) Monitoring and reporting requirements, based on federal, state, and local regulations:

   (1) List of pollutants (including best management practices) to be monitored;

   (2) Sampling location(s);

   (3) Sampling frequency;

   (4) Sample type; and

   (5) Deadlines, frequencies, and further instructions for submitting self-monitoring results to the City.

(E) Schedule of compliance;

(F) Notification requirements for accidental discharges, upsets and substantial changes in discharge; and

(G) Other conditions as deemed appropriate by the city to ensure compliance with this chapter.


(I) Requirements to control slug discharges, if determined by the Superintendent to be necessary. If a
slug load discharge control plan is determined to be required, the plan must be specifically referenced or otherwise incorporated into the IU's control mechanism permit. The review period for slug discharge control plans shall be once per permit cycle. If the POTW decides that a slug plan is needed, the plan shall, at a minimum, contain the following elements:

(1) Description of discharge practices, including non-routine batch discharges;

(2) Description of stored chemicals;

(3) Procedures for immediately notifying the POTW of slug discharges, including any discharge that would violate a prohibition under paragraph (B) or rule 3745-3-04 of the Ohio Administrative Code, with procedures for follow-up written notification within five days; and

(4) If necessary, procedures to prevent adverse impact from accidental spills, including inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of wastewater discharge, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants (including solvents), or measures and equipment for emergency response.

(J) Each user must notify the Superintendent of any significant changes to the user's operations or system that affects the potential of a slug discharge, which might alter the nature, quality, or volume of its wastewater at least 30 calendar days before the change.

(K) A wastewater discharge permit shall be issued for a specified time period, not to exceed five (5) years from the effective date of the permit. A wastewater discharge permit may be issued for a period less than five (5) years at the discretion of the Superintendent. Each wastewater discharge permit will indicate a specific date upon which it will expire.

(L) A statement that the wastewater discharge permit is nontransferable without prior notification to the City in accordance with Section 51.57 (O) of this ordinance, and provisions for furnishing the new owner or operator with a copy of the existing wastewater discharge permit.

(M) A statement that the permittee shall comply with the record-keeping requirements specified in Chapter §51.89.

(N) A statement of applicable civil and criminal penalties for violation of Pretreatment Standards and Requirements, and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable Federal, State, or local law.

(O) Individual Wastewater Discharge Permit Reissuance. A User with an expiring individual wastewater discharge permit shall apply for individual wastewater discharge permit reissuance by submitting a complete permit application, a minimum of 180 days prior to the expiration of the User's existing individual wastewater discharge permit.

('97 Code, §51.37) (Ord. 5-90, passed 1-15-90; Am. Ord. 54-91, passed 11-18-91; Am. Ord. 4-09, passed 4-20-09; Am. Ord. 21-12, passed 10-16-12)
INSPECTIONS; ORDERS

§ 51.70 AUTHORITY OF INSPECTORS.

(A) The Health Officer, Engineer, Superintendent and other duly authorized employees of the city bearing proper credentials and identification, shall be permitted to enter upon all premises without advance notice to conduct inspection, observation, measurement, sampling and testing in accordance with the provisions of this chapter.

(B) POTW personnel shall have authority to inspect and copy industrial user records, as specified in the general pretreatment regulations, 40 CFR 403.8(0)(1)(v).

('97 Code, § 51.40) (Ord. 35-84, passed 8-20-84; Am. Ord. 54-91, passed 11-18-91; Am. Ord. 21-12, passed 10-16-12) Penalty, see § 51.99

§ 51.71 ENFORCEMENT ORDERS.

(A) The city shall issue orders, through its authorized officials, to industrial users to convey industrial discharge requirements and reporting requirements.

(B) The City Manager may issue orders to any industrial user to require compliance with any requirements under this chapter, including applicable categorical pretreatment standards, other discharge limits and reporting requirements.

('97 Code, § 51.50) (Am. Ord. 21-12, passed 10-16-12)

RATES; METERS; ADMINISTRATION

§ 51.80 WASTEWATER SERVICE CHARGE.

(A) There is hereby levied and assessed wastewater service charges on each lot, parcel of land, building or premises having any sewer connections with the sanitary sewer system of the city, or otherwise discharging wastewater, industrial wastes, water or other liquids, either directly or indirectly into the city wastewater system. References in this chapter to the city shall mean the wastewater department, city manager, city engineer, finance director and their delegates. The wastewater service charges shall consist of the base charge, volume charge, strength surcharge and industrial waste surveillance charge as follows.

(1) Base charge. The flat rate fee charged to each account regardless of volume of wastewater. This includes the first 1,000 gallons.

(2) Volume charge.

(a) The service charge based on the volume of standard strength wastewater and charged to all accounts in addition to the base charge, for volume in excess of 1,000 gallons.
(2) Volume charge.

(a) The service charge based on the volume of standard strength wastewater and charged to all accounts in addition to the base charge, for volume in excess of 1,000 gallons.

(b) Standard strength wastewater shall include the

maximum strength as follows. BOD (5 day): 200

mg/l

Suspended Solids: 250 mg/l

(3) Strength surcharge. The charge based on the pounds of BOD and suspended solids in excess of the amount in standards strength wastewater and charged to all industrial accounts in addition to all other charges.

(4) Industrial waste surveillance charge. The flat rate fee charged to each industrial class account in addition to all other charges.

(B) The classes of users shall be as follows. A user in the divisions listed may be excluded if it is determined that it will introduce primarily segregated domestic wastes or wastes from sanitary conveniences. The city engineer shall have the authority to determine the class of each user.

(1) Domestic class. Shall include all single or multiple-unit residential accounts with domestic type wastewater only (defined as wastes from water closets, lavatories, sinks, bathtubs, showers, household laundries, cellar floor drains, and other sources associated with domestic households). A residence which includes a commercial establishment shall be considered a domestic account if the wastewater produced is primarily domestic in nature, and the flow contributed by the commercial activities of the establishment is a secondary flow of the sewer connection, and does not exceed the standards for standard strength wastewater.

(2) Commercial class. Shall include all nonresidential accounts that are not required to be in the industrial class.

(3) Industrial class. Shall include all accounts with nondomestic-type wastewater, the account meeting the criteria of the Federal Water Pollution Control Act of 1972 (Pub. L. 92-500) as interpreted by the U.S. EPA Rules and Regulations published in the Federal Register (Vol. 38, No. 161) on Tuesday, August 21, 1973, as follows: Sec. 35.905-19, Industrial user. Any nongovernmental user of publicly-owned treatment works identified in the Standard Industrial Classification Manual, 1972, Office of Management and Budget, as amended and supplemented, under the following divisions.

(a) Division A: Agriculture, forestry and fishing.

(b) Division B: Mining.

(c) Division D: Manufacturing.

(d) Division E: Transportation, communications, electric gas and sanitary services.

(e) Division I: Services.

(4) Governmental/institutional class user. Hospitals, nursing homes, schools, city, county, state or federal buildings or facilities that discharge wastewater into public wastewater treatment works or
facilities.

('97 Code, § 51.60) (Ord. 35-84, passed 8-20-84; Am. Ord. 9-95, passed 2-20-95; Am. Ord. 21-12, passed 10-16-12)

§ 51.81 WASTEWATER SERVICE FEES.

(A) Base charge per month - includes first 1,000 gallons:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Base charge</td>
<td>$16.67</td>
<td>$20.00</td>
<td>$24.00</td>
<td>$28.80</td>
</tr>
</tbody>
</table>

(B) Volume charge (per 1,000 gallons):

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Domestic Class</td>
<td>$5.27</td>
<td>$6.32</td>
<td>$7.58</td>
<td>$9.10</td>
</tr>
<tr>
<td>Commercial Class</td>
<td>$4.99</td>
<td>$5.99</td>
<td>$7.19</td>
<td>$8.63</td>
</tr>
<tr>
<td>Industrial Class</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>First 1,000,000 gallons</td>
<td>$4.24</td>
<td>$5.09</td>
<td>$6.11</td>
<td>$7.33</td>
</tr>
<tr>
<td>Over 1,000,000 gallons</td>
<td>$2.76</td>
<td>$3.31</td>
<td>$3.97</td>
<td>$4.76</td>
</tr>
<tr>
<td>Biochemical oxygen demand per 100 lbs</td>
<td>$18.97</td>
<td>$22.76</td>
<td>$27.31</td>
<td>$32.77</td>
</tr>
<tr>
<td>Suspended solids per 100 lbs</td>
<td>$20.53</td>
<td>$24.64</td>
<td>$29.57</td>
<td>$35.48</td>
</tr>
</tbody>
</table>
(C) Industrial waste surveillance charge (per month):

<table>
<thead>
<tr>
<th></th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$146.64</td>
<td>$175.97</td>
<td>$211.16</td>
<td>$253.39</td>
</tr>
</tbody>
</table>

(D) (1) All charges for users situated outside the corporate limits of the city (except for city departments) shall be 115% of the above charges.

(2) Customers who are located outside of the city corporate limits will receive city rates if all of the following are satisfied:

(a) The customer is a government entity legally created under the State of Ohio;

(b) The customer has signed an annexation agreement at the city's request that it will annex immediately on becoming contiguous to the city; and

(c) 75% of the primary business of the customer is physically located within the city limits at the time the customer commences using city water.

(E) Delayed payment charge. Five percent of the balance due shall be added if not paid within the net payable date for the service.

(F) Service call. For all service calls outside normal duty hours, a charge of $60 may be made. For all service calls within normal duty hours, a charge of $25 may be made. For non-routine service calls outside the normal duty hours, the city will bill the customer the full cost if not the responsibility of the city.

(G) Wastewater discharge from septic tank services, recreational vehicles, portable toilet services and other batch-type discharges to the wastewater treatment plant superintendent. Charges will be at a rate of $0.15 per gallon, based on tank size.

(H) Each user is to be notified at least annually, in conjunction with a regular bill, of the rate and that portion of the sewer service charge which is attributable to OM&R costs of the wastewater treatment services.

(I) Meter test fee. If a meter registers within the accuracy limits, a $50 fee will be charged.

(‘97 Code, § 51.61) (Ord. 35-84, passed 8-20-84; Am. Ord. 54-91, passed 11-18-91; Am. Ord. 14-94, passed 3-21-94; Am. Ord. 9-95, passed 2-20-95; Am. Ord. 15-06, passed 8-7-06; Am. Ord. 18-07, passed 9-17-07; Am. Ord. 5-11, passed 7-19-11; Am. Ord. 21-12, passed 10-16-12; Am. Ord. 20-16, passed 1-17-17)
The standard strengths for BOD and suspended solids, as shown in § 51.80, shall be subtracted from the strengths measured by appropriate sampling to determine the extra strengths of each industrial class user for each strength surcharge billing period. These results shall be used to determine the weight in pounds for BOD and suspended solids to be charged for strength surcharge. The extra strengths shall be determined by the wastewater treatment plant from tests by the city or such other tests as may be approved by the city.

(‘97 Code, § 51.62) (Ord. 35-84, passed 8-20-84; Am. Ord. 54-91, passed 11-18-91; Am. Ord. 21-12, passed 10-16-12)

§ 51.83 METERS.

(A) In the event a lot, parcel of land, building or premises discharging wastewater, industrial wastes, water or other liquids into the city's wastewater system either directly or indirectly is a user of water, the quantity of water used shall be measured by a water meter acceptable to the city. In each case, the quantity of water used, as measured by the meter, shall be used to determine the wastewater charge or rental as provided in this chapter.

(‘97 Code, § 51.63)

(B) In the event a lot, parcel of land, building or premises discharging sanitary wastewater, industrial wastes, water or other liquids into the city's wastewater system, either directly or indirectly, is a user of water and the quantity of water used is not measured by a water meter or is measured by a water meter not acceptable to the city, then, in each case, the owner or other interested party shall, at his or her own expense, install and maintain a water meter acceptable to the city. The quantity of water used, as measured by the meter, shall be used to determine the wastewater charge or rental as provided in this chapter.

(‘97 Code, § 51.64) (Ord. 35-84, passed 8-20-84)

(C) (1) Upon request, the city may determine that additional metering may be installed to measure water usage that does not enter the sanitary wastewater system. The cost of additional meters and all installation costs shall be paid by the user.

(2) All such meters shall be installed to city specifications and shall be located as near as practicable to the regular service meter. The water department may require relocation of the regular service meter for its convenience prior to approval of this type of installation.

(3) These meters shall be treated as separate services, with current published water rates applied. No charge for wastewater service will be made on water flowing only through the meters for water use.

(‘97 Code, § 51.65) (Am. Ord. 21-12, passed 10-16-12)

§ 51.84 INDUSTRIAL EXEMPTIONS.

In the event a lot, parcel of land, building or premises discharging sanitary wastewater, industrial
wastes, water or other liquids into the city's wastewater system, either directly or indirectly, is an industry and it can be shown, to the satisfaction of the city, that a portion of the water, as measured by the water meter or meters, does not and cannot enter the wastewater system, that portion not entering the city's wastewater system may be exempt from the wastewater charge or rental. The city shall make the final determination of any portion of water not entering the wastewater system and not subject to wastewater charge or rental.

(‘97 Code, § 51.66) (Ord. 35-84, passed 8-20-84; Am. Ord. 21-12, passed 10-16-12)

§ 51.85 PAYMENT OF CHARGES.

(A) The wastewater charge or rental provided in this chapter shall be payable monthly at the office of billing and collections in the Finance Department upon statements rendered in the method, manner and form as may be provided by the office.

(‘97 Code, § 51.67)

(B) Each charge or rental levied by or pursuant to this chapter is made a lien upon the corresponding lot, land or premises served by a connection to the sanitary wastewater system of the city, and if the same is not paid as hereinbefore provided, it shall be certified to the County Auditor, who shall place the same on the tax duplicate of the county with interest and penalties allowed by law, and shall be collected as other taxes are collected.

(‘97 Code, § 51.68) (Ord. 35-84, passed 8-20-84; Am. Ord. 21-12, passed 10-16-12)

§ 51.86 CONTRACTS OUTSIDE CITY LIMITS.

The City Manager is hereby authorized to enter into agreements to be ratified and confirmed by the City Commission with the county and with cities and villages and with corporations and individuals whose premises are located outside the corporate limits of the city, who desire to discharge wastewater, industrial wastes, water or other liquids into the city's wastewater system; which agreements shall fix the terms and conditions under which wastewater, industrial wastes, water or other liquids may be discharged into the wastewater system, and shall be in conformity with the other sections of this chapter and city service rules and regulations.

(‘97 Code, § 51.69) (Ord. 35-84, passed 8-20-84; Am. Ord. 21-12, passed 10-16-12)

§ 51.87 REVIEW OF RATES.

Each year the department and the City Manager or his designee shall consider service charges. These considerations shall be in accordance with the following requirements.

(A) The rates shall cause the distribution of the costs of operation and maintenance of the wastewater system within the city's jurisdiction to each user class in proportion to the user's contribution to the total wastewater loading of the wastewater system. Factors such as strength, volume and delivery flow rate characteristics shall be considered and included as the basis for the user's contribution, to ensure a
proportional distribution of operation and maintenance (including replacement) costs to each user's class.

(B) The rates shall be reviewed annually and revised periodically to reflect actual wastewater system operation and maintenance costs.

(C) The rates shall generate sufficient revenue to offset the costs of all wastewater system operation and maintenance. (97 Code, § 51.70) (Ord. 35-84, passed 8-20-84; Am. Ord. 21-12, passed 10-16-12)

§ 51.88 CONFIDENTIAL INFORMATION.

All information, data, questionnaires, applications, monitoring programs and inspections shall be available to the general public without restriction, unless the user specifically requests and demonstrates to the satisfaction of the engineer that the release of this information would divulge information, processes or methods which would be detrimental to his or her competitive position. Wastewater constituents and characteristics shall not be considered confidential information.

Information and data on a user obtained from reports, surveys, wastewater discharge permit applications, wastewater discharge permits, and monitoring programs, and from the Superintendent's inspection and sampling activities, shall be available to the public without restriction, unless the user specifically requests, and is able to demonstrate to the satisfaction of the Superintendent, that the release of such information would divulge information, processes, or methods of production entitled to protection as trade secrets under applicable State law. Any such request must be asserted at the time of submission of the information or data. When requested and demonstrated by the user furnishing a report that such information should be held confidential, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public, but shall be made available immediately upon request to governmental agencies for uses related to the NPDES program or pretreatment program, and in enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics and other effluent data as defined by 40 CFR 2.302 will not be recognized as confidential information and will be available to the public without restriction.

(97 Code, § 51.71) (Ord. 35-84, passed 8-20-84; Am. Ord. 21-12, passed 10-16-12)

§ 51.89 RECORDS RETENTION.

All users subject to this chapter shall retain any records, books, documents, memoranda, reports, correspondence, and any and all summaries thereof, relating to monitoring, sampling, and chemical analyses made by or in behalf of a user in connection with its discharge, for a period of not less than three years. All records which pertain to matters subject to an administrative action or any other enforcement or litigation activities shall be retained by the user until all enforcement activities have concluded and all periods of limitations with respect to any appeals have expired.

(A) Users subject to the reporting requirements of this
ordinance shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this ordinance and any additional records of information obtained pursuant to monitoring activities undertaken by the user independent of such requirements.

(B) Industrial users shall retain records of all information resulting from any monitoring activities, regardless of whether such monitoring activities were required by the wastewater discharge permit, including documentation associated with best management practices. Such records shall be retained for a minimum of three (3) years and shall include the following for all monitoring activities:

1) The date, exact place, method, and time of sampling, and the name of the person(s) taking the samples;
2) The dates analyses were performed;
3) The name and address of the laboratory that performed the analyses;
4) The analytical techniques or methods used; and
5) The results of such analyses to include the chain of custody.

(C) Industrial users shall retain records of all of the following for a minimum of three (3) years:

1) Any reports submitted to the City;
2) Any documentation of inspections conducted by the City; and
3) Any record of communication pertaining to compliance with the City’s pretreatment requirements.

(D) Industrial users shall retain all control mechanisms and pollution prevention alternatives (e.g., slug control plan, toxic organic management plan) for as long as these documents are effective and for at least three years after the date on which these documents become ineffective. These documents are considered ineffective if replaced with a revised document or if the document is no longer applicable to the industrial user.

(E) A records retention period shall be automatically extended for the duration of any litigation concerning the user or the City, or where the user has been specifically notified of a longer retention period by the Superintendent.

(97 Code, § 51.72) (Ord. 35-84, passed 8-20-84; Am. Ord. 21-12, passed 10-16-12) Penalty, see § 51.99

§ 51.90 FALSEIFICATION OF INFORMATION.

Any person who knowingly makes any false statements, representation or certification in any
§ 51.91 DISCOUNT FOR SENIOR CITIZENS.

All charges for wastewater consumers in the city (1) whose head-of-household and/or spouse is at least 62 years old or disabled, (2) qualifies for the most current income guidelines of Ohio’s Home Energy Assistance Program (HEAP), shall receive a 5% discount on the electric portion of their monthly utility bill. They shall be exempt from the 5% penalty assessed for late payment.

(Ord. 28-06, passed 12-18-06; Am. Ord. 16-10, passed 6-1-10; Am. Ord. 21-12, passed 10-16-12)

§ 51.99 PENALTY.

(A) Whoever violates any provision of this chapter, for which no other penalty is already provided, beyond the time limit provided in the notice, shall be fined not less than $100 nor more than $1,000 for each violation. Each day’s violation shall constitute a separate offense.

(B) Whoever violates any provision of this chapter shall become liable to the city for any expense, loss or damage occasioned the city by reason of the violation.

(C) When the Superintendent finds that a User has violated, or continues to violate, any provision of this ordinance, an individual wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, the Superintendent may petition the Miami County Court through the City’s Attorney for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the individual wastewater discharge permit, order, or other requirement imposed by this ordinance on activities of the User. The Superintendent may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the User to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a User.

('97 Code, § 51.99) (Ord. 35-84, passed 8-20-84; Am. Ord. 54-91, passed 11-18-91; Am. Ord. 21-12, passed 10-16-12)

SECTION 2. All other sections of Chapter 51 of the Piqua Municipal Code not amended herein shall remain in effect as is and Sections affected shall be repealed.

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

1st Reading 4-16-19

KATHRYN B. HINDS, MAYOR

PASSED: __________________________

ATTEST: KAREN S. JENKINS
CLERK OF COMMISSION

35
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 William Vogt
Commissioner Kris Lee

Commissioner John Martin
Commissioner Dave Short

Legislation Date: 4/18/2019
RESOLUTION NO. R-43-19
A RESOLUTION AFFIRMING THE STREET NAME JEAN STREET

WHEREAS, the Planning Commission has met to study a discrepancy concerning a street name for public right of way located in the Peters Subdivision and Sunset Acres Subdivision; and

WHEREAS, the Planning Commission met in open session and took public comment regarding the street name discrepancy; and

WHEREAS, the Planning Commission after hearing the concern and considering the public comments and information provided, noted the right way street name Jean Street shown on the Peters Subdivision Plat predated the right of way street name Jean Drive shown on the Sunset Acres Subdivision Plat, both plats attached hereto as Exhibit A; and,

WHEREAS, the Planning Commission recognized the reference to the street name Jean Drive as a scriveners error and noted the preceding reference to the street name Jean Street as the proper street name assigned to the subject right of way.

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 takes the action necessary to affirm the street name Jean Street is assigned to the subject public right of way shown on the Peters Subdivision Plat and the Sunset Acres Subdivision Plat, as shown on the plats attached hereto as Exhibit ‘A’.

SEC. 2: The City Manager shall cause notice of the street name affirmation to be served to the appropriate property owners and agencies.

SEC. 3: This Resolution shall take precedence over all prior Ordinances or Resolutions pertaining to the street name of the affected portions of public right of way improvements.

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

KATHRYN B. HINDS, MAYOR

PASSED: ____________________________

ATTEST: ____________________________

KAREN S. JENKINS
CLERK OF COMMISSION

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

Mayor Kathryn B. Hinds          Commissioner John Martin
Commissioner William Vogt        Commissioner Dave Short
Commissioner Kris Lee

Legislation Date: 4/16/2019
<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>April 16, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A RESOLUTION AFFIRMING THE STREET NAME JEAN STREET</td>
</tr>
<tr>
<td>(Should match resolution/ordinance title)</td>
<td></td>
</tr>
</tbody>
</table>
| SUBMITTED BY      | Name & Title: Chris Schmiesing, Development Director  
| Department: Development |               |
| AGENDA CLASSIFICATION | ☑ ☐ ☑ ☐ |
| ☑ Consent | ☑ Resolution | ☐ Regular |
| ☑ City Manager | ☑ Asst. City Manager/Finance |
| ☑ Asst. City Manager/Development | ☑ Law Director |
| ☑ Department Director, | ☑ Planning Commission |
| APPROVALS/REVIEWS |               |
| BACKGROUND        | The source of the concern is a discrepancy in the street name for Jean Street as it is shown “Jean Street” on the Peters Subdivision Plat and shown as “Jean Drive” on the Sunset Acres Subdivision Plat. The street signs posted reflect “Jean Street”. |
| (Includes description, background, and justification) |               |
| BUDGETING AND FINANCIAL IMPACT | Budgeted $: $0  
| (Includes project costs and funding sources) | Expenditure $: $0  
| Source of Funds: |               |
| Narrative:        | Having conducted a public hearing to receive public comment and deliberate on the matter, the Planning Commission determined “Jean Street” is the street name indicated by the earlier of the two plats establishing the subject right of way and that the subsequent map reference to “Jean Drive” was in error. |
| OPTIONS           | 1. Adopt the resolution to eliminate the discrepancy and affirm the proper street name.  
| (Include Deny/Approval Option) | 2. Defeat the resolution to reject the remediation of this discrepancy. |
| PROJECT TIMELINE  | March 12, 2019 – Planning Commission: Public Hearing  
|                  | April 16, 2019 – City Commission: Final Action |
| STAFF RECOMMENDATION | Approve resolution |
| REASON FOR SELECTING CONSULTANT/COMPANY | N/A |
| ATTACHMENTS       | Exhibit A |
RESOLUTION NO. R-44-19

A RESOLUTION AWARDING A CONTRACT TO FLEETCOR TECHNOLOGIES OPERATING COMPANY LLC DBA SUPERFLEET MASTERCARD FOR OUR CITY-WIDE FUEL PURCHASING PROGRAM FOR THE YEARS 7/1/19-6/30/24

WHEREAS, on December 18, 2018 this Commission passed Resolution No. R-165-18 authorizing the City Purchasing Agent to advertise for bids, according to law, for city-wide fuel purchasing; and

WHEREAS, after proper advertisement, bids were opened, resulting in the tabulation of bids as listed in the City Commission Meeting Report 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 for said city-wide fuel purchasing program is hereby awarded to FleetCor Technologies Operating Company, LLC DBA SuperFleet MasterCard as the best, responsible bidder and the City Manager is hereby authorized to execute a contract with said bidder pursuant to contract specifications for 7/1/19-6/30/24.

SEC. 2: The Finance Director certifies funds are available and is hereby authorized to draw her warrants from time to time on the appropriate accounts of the City treasury in payment according to contract terms.

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

KATHRYN B. HINDS, MAYOR

PASSED: ________________

ATTEST: __________________
KAREN S. JENKINS
CLERK OF COMMISSION

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

Mayor Kathryn B. Hinds _________ Commissioner Kris Lee _________
Commissioner John Martin _________ Commissioner Dave Short _________
Commissioner William Vogt _________

Legislation Date: 4/16/2019
MEETING DATE

April 16, 2019

REPORT TITLE

A RESOLUTION AWARDING A CONTRACT TO FLEETCOR TECHNOLOGIES OPERATING COMPANY, LLC DBA SUPERFLEET MASTERCARD FOR OUR CITY-WIDE FUEL PURCHASING PROGRAM FOR THE YEARS 7/1/19-6/30/24.

SUBMITTED BY

Name & Title: Beverly Yount, CPPB, Purchasing Analyst
Department: Finance

AGENDA CLASSIFICATION

☐ Consent    ☑ Resolution  ☐ Regular

APPROVALS/REVIEWS

☒ City Manager
☒ Asst. City Manager/Finance
☒ Asst. City Manager/Development
☐ Law Director
☒ Department Director;
☐ Other:

BACKGROUND

We currently purchase our fuel, gasoline and diesel, from Speedway LLC and have been doing so for the last 15 years. Our current contract expires on 6/30/19 and our current cost is $.05 over their wholesale cost. This equates to about $.07 less than what the general public pays at the pump. Their new bid is for a cost of $.08 over their wholesale cost or retail minus $.01, whichever is less at any Speedway location. For any locations used outside the Speedway network, we will pay the station’s retail price.

This bid package was properly advertised and bids were opened on March 28, 2019. FleetCor (aka Speedway) was the only company who responded to our request with a bid. Their pricing is shown on the bid tabulation attached as Exhibit “A”.

BUDGETING AND FINANCIAL IMPACT

Budgeted $: $300,000 for the 2019 year
Expenditure $: $300,000 for the 2019 year, but depends on actual usage
Source of Funds: All Departments that use fuel
Narrative: Each department that uses vehicles includes fuel purchases in their annual budgets. The amounts will vary each year depending on the number of vehicles we operate, the cost of the fuel at that time and also our actual usage.

OPTIONS

1. Approve Resolution R-44-19 as presented.
2. Approve Resolution R-44-19 with changes.
3. Deny Resolution R-44-19 and offer staff an alternative.

PROJECT TIMELINE

Our new contract would begin on July 1, 2019 and run through June 30, 2024.
| STAFF RECOMMENDATION | We have been very happy with Speedway’s product quality, customer service and internet web portal capability options. The community impact is extremely widespread as this fuel purchasing component is one of the basic needs of our City employees to be able to properly perform their job duties. Many departments use City owned vehicles, such as, Police, Fire, Public Works, Sanitation, Water, Power, Wastewater, Stormwater, Underground Utilities, Meter Readers, Health, etc. They have two locations within the City and we also have access to gas stations out of town if this would be necessary for longer trips. This would be a seamless transition since Speedway is our current supplier. Our drivers are already familiar with the system and how it works, no new training will be necessary. |
| ATTACHMENTS | Exhibit “A” – Bid Tabulation |
**Fuel Purchasing Program IFB #1903**  
Opened 3/28/19 @ 2:00 p.m.

### Fleetcor (Speedway)  
Peachtree Corners, GA

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost 18</th>
<th>Cost 19</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unleaded Regular Gasoline</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Average wholesale 2018 cost per gallon</td>
<td>$2.2330</td>
<td></td>
</tr>
<tr>
<td>Bid cost added to the wholesale cost per gallon</td>
<td>$0.08</td>
<td></td>
</tr>
<tr>
<td>Total cost per gallon</td>
<td>$2.3130</td>
<td></td>
</tr>
<tr>
<td>Estimated total gallons 2018</td>
<td>59,000</td>
<td></td>
</tr>
<tr>
<td>Total estimated cost using assumptions</td>
<td></td>
<td>$136,467.00</td>
</tr>
<tr>
<td><strong>Diesel Fuel</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Average wholesale 2018 cost per gallon</td>
<td>$2.4230</td>
<td></td>
</tr>
<tr>
<td>Bid cost added to the wholesale cost per gallon</td>
<td>$0.08</td>
<td></td>
</tr>
<tr>
<td>Total cost per gallon</td>
<td>$2.5030</td>
<td></td>
</tr>
<tr>
<td>Estimated total gallons 2018</td>
<td>58,500</td>
<td></td>
</tr>
<tr>
<td>Total estimated cost using assumptions</td>
<td></td>
<td>$146,425.50</td>
</tr>
</tbody>
</table>

**Speedway locations** -  
Better price of cost plus .08 or retail minus .01 per gallon

**Outside of Speedway network** -  
Pay station retail price

Companies who were sent the bid package, but did not respond:
- Murphy USA (WalMart)
- Lykins Energy Solutions
- Kroger
- Shell
- RKA Petroleum
- Valero
- Clark Station (Hightowers)
- Marathon
RESOLUTION NO. R-45-19

A RESOLUTION AUTHORIZING A PURCHASE ORDER TO FINLEY FIRE EQUIPMENT FOR THE PURCHASE OF A FIRE ENGINE FOR THE FIRE DEPARTMENT

WHEREAS, the present operations of the City require the purchase of a new fire engine for the Fire Department to replace used equipment; and

WHEREAS, using State Contract #800721-STS618, our purchasing requirements are satisfied and the written summary of quotes is 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 Purchase Order for said equipment is hereby awarded to Finley Fire Equipment and the City Manager is hereby authorized to execute a purchase order with said vendor pursuant to bid specifications;

SEC. 2: The Finance Director certifies funds are available and is hereby authorized to draw her warrants from time to time on the appropriate account of the City treasury in payment according to contract terms, not exceeding a total of $875,156.00;

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

KATHRYN B. HINDS, MAYOR

PASSED: ________________________

ATTEST: ________________________
KAREN S. JENKINS
CLERK OF COMMISSION

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

Mayor Kathryn B. Hinds
Commissioner John Martin
Commissioner William Vogt

Commissioner Kris Lee
Commissioner Dave Short

Legislation Date: 4/16/2019
City of Piqua

Commission Agenda
Staff Report

MEETING DATE
April 16, 2019

REPORT TITLE
A RESOLUTION AUTHORIZING A PURCHASE ORDER TO FINLEY FIRE EQUIPMENT FOR THE PURCHASE OF A FIRE ENGINE FOR THE FIRE DEPARTMENT

SUBMITTED BY
Name & Title: Fire Chief Brent Pohlschneider
Department: Finance

AGENDA CLASSIFICATION
☐ Consent  ☐ Ordinance  ☒ Resolution  ☐ Regular

APPROVALS/REVIEWS
☒ City Manager  ☒ Asst. City Manager/Finance
☐ Asst. City Manager/Development  ☐ Law Director
☒ Department Director  ☐ Other:

BACKGROUND
Our Department put together a committee to research a new engine for our City. They visited many vendors and stations and ultimately narrowed their search down to two possible engines. The Pierce Impel Pumper has many more safety features, better stopping distance, better history of reliability, which should be good for our community for many years to come. These differences as noted on the attached bid evaluation sheet support the committee’s recommendation of the Pierce Pumper.

We plan to remove Engine 6 (1985) and Engine 10 (1992) from our fleet, reducing our maintenance costs and opening up storage space. Engine 6 will most likely be sold and Engine 10 may be used at the new training center. With this new purchase, our engine fleet will total 3 engines (2019, 2009 & 1997.)

BUDGETING AND FINANCIAL IMPACT
Budgeted $: 679,000.00
Expenditure $: 675,156.00
Source of Funds: 106-009-836-8805
Narrative: This expenditure is included in the 2019 Budget

OPTIONS
1. Approve Resolution R-45-19 as presented
2. Approve Resolution R-45-19 with changes
3. Deny Resolution R-45-19 and direct staff on how to proceed

PROJECT TIMELINE
The new engine should be received in approximately 9-10 months.
| **STAFF RECOMMENDATION** | We recommend passage of this Resolution. The Fire Department currently has a Pierce Engine that has been in service for 10 years that has performed beyond expectations. The Engine recommended will be similar to our Engine 1 – the most reliable in past performance for the community with excellent life cycle costs. The apparatus selection committee determined the recommended Pierce Engine to be the one vehicle with the most up to date safety components along with a rugged and durable design. The committee has put in countless hours with vendors, fire departments and factory visits. The committee analyzed the department’s needs in serving our community in vetting this recommendation. The recommended apparatus will also carry extrication equipment for vehicle accidents as to better enhance our operational capabilities. We expect the in-service life of this Engine to mirror the number of years our Engine 6 has provided. This vehicle is available through a State Bid contract. |
| **REASON FOR SELECTING COMPANY** | Finley Fire Equipment has been a trusted vendor for the City for many years. |
| **ATTACHMENTS** | Exhibit “A” – Summary of Quotes Received |
Manufacturer Comparisons and evaluations completed by the department engine committee.

The committee made many visits over several months and also spoke with a multitude of fire departments about safety, reliability and customer service. The committee has summarized a quick look at items that are critical to them in reaching their recommendation to present before the commission.

<table>
<thead>
<tr>
<th>Manufacturer:</th>
<th>Pierce</th>
<th>Sutphen</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Bid Number:</td>
<td>800721</td>
<td>800257</td>
</tr>
<tr>
<td>Frame Size on Engine</td>
<td>13- 5/8&quot;</td>
<td>10&quot;</td>
</tr>
<tr>
<td>Front axle weight cap.</td>
<td>22,000 lbs.</td>
<td>20,000 lbs.</td>
</tr>
<tr>
<td>Ind. Front Suspension</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Collision Airbags</td>
<td>Front and Side</td>
<td>Side Only</td>
</tr>
<tr>
<td>Front Brakes</td>
<td>17&quot; Vented Surface</td>
<td>6&quot; Drum</td>
</tr>
<tr>
<td>Class A Foam System</td>
<td>Hydraulic Fed Inducted</td>
<td>12 v Electric Pump</td>
</tr>
<tr>
<td>Vehicle Delivery</td>
<td>Approx. 9 Months</td>
<td>Approx. 14 Months</td>
</tr>
<tr>
<td>Fire Marine Cab.</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Total</td>
<td>$675,156</td>
<td>$644,857</td>
</tr>
</tbody>
</table>
RESOLUTION NO. R-46-19

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN THE PROGRAM YEAR (PY) 2019 CHIP PROGRAM PARTNERSHIP AGREEMENT BY AND BETWEEN THE MIAMI COUNTY BOARD OF COMMISSIONERS, THE CITY OF PIQUA, THE CITY OF TIPP CITY, AND THE CITY OF TROY FOR THE OHIO DEVELOPMENT SERVICES AGENCY (ODSA) COMMUNITY HOUSING IMPACT AND PRESERVATION (CHIP) PROGRAM

WHEREAS, the City of Piqua intends to partner with the Miami County Board of Commissioners, the City of Tipp City, and the City of Troy to apply to the Ohio Development Services Agency (ODSA), Office of Community Development (OCD) for funding under the Program Year 2019 Community Housing Impact and Preservation (CHIP) Program; and

WHEREAS, through this partnership the Miami County Board of Commissioners, the City of Tipp City, City of Troy, and the City of Piqua will apply for $650,000 of CHIP Program funding provided they meet applicable program requirements; and

WHEREAS, the Ohio Development Services Agency, Office of Community Development (ODSA, OCD) requires the Miami County Board of Commissioners, the Council for the City of Tipp City, the Council for the City of Troy, and the Council for the City of Piqua to execute a PY 2019 CHIP Partnership Agreement; and

WHEREAS, the Board of Miami County Commissioners as the governing body and the City of Piqua, City of Tipp City, and City of Troy as the participating parties have agreed to enter into a Partnership Agreement for the PY 2019 CHIP program; and

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

SEC. 1: The City Manager is hereby authorized to sign the PY 2019 CHIP Program Partnership Agreement by and between the Miami County Board of Commissioners, the City of Tipp City, City of Troy, and the City of Piqua for the ODSA, OCD Community Housing Impact and Preservation (CHIP) Program;

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

KATHRYN B. HINDS, MAYOR

PASSED:

ATTEST:
KAREN S. JENKINS
CLERK OF COMMISSION

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

Mayor Kathryn B. Hinds
Commissioner John Martin
Commissioner William Vogt
Commissioner Kris Lee
Commissioner Dave Short

Legislation Date: 4/16/2019
# Commission Agenda
## Staff Report

<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>April 16, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A Resolution Authorizing the City Manager to sign the Program Year (PY) 2019 CHIP Program Partnership Agreement by and between the Miami County Board of Commissioners, City of Tipp City, City of Troy, and City of Piqua for the Ohio Development Services Agency (ODSA) Community Housing Impact and Preservation (CHIP) Program</td>
</tr>
<tr>
<td>SUBMITTED BY</td>
<td>Name &amp; Title: Janel Ranly, Development Program Manager; Department: Development</td>
</tr>
<tr>
<td>AGENDA CLASSIFICATION</td>
<td>☒ Resolution</td>
</tr>
<tr>
<td>APPROVALS/REVIEWS</td>
<td>☒ City Manager; ☒ Asst. City Manager/Finance; ☒ Economic/Community Development Department Director; ☐ Law Director; ☐ Other:</td>
</tr>
<tr>
<td>BACKGROUND</td>
<td>The City of Piqua intends to partner with the Miami County Board of Commissioners, City of Tipp City, and City of Troy to apply to the Ohio Development Services Agency (ODSA) for funding under the Program Year (PY) 2019 Community Housing Impact and Preservation (CHIP) Program. Through this partnership the Miami County Board of Commissioners, City of Tipp City, City of Troy and the City of Piqua are eligible for $650,000 of CHIP Program funding provided they meet applicable program requirements. On February 28, 2019, the City of Piqua conducted its first Public Hearing to inform citizens about the entire CDBG/HOME program, how funds may be used, what activities are eligible, and other important program requirements. A joint Housing Advisory Committee (HAC) meeting was held on February 15, 2019 with Miami County to discuss local housing needs. Based on both citizen input and a recommendation of the joint Housing Advisory Committee respecting the assessment of the County’s and partnering City’s housing needs, the following eligible CHIP activities have been selected for the City of Piqua:</td>
</tr>
<tr>
<td></td>
<td>• Private Owner Rehabilitation (Owner-occupied dwellings)</td>
</tr>
<tr>
<td></td>
<td>• Owner Home Repair (Owner-occupied dwellings)</td>
</tr>
<tr>
<td>BUDGETING AND FINANCIAL IMPACT</td>
<td>Est. Budgeted $: $276,000 (2020-2021); Est. Expenditure $: $276,000 (2020-2021); Source of Funds: CDBG (federal funds); HOME (federal funds); OHTF (State funds); Narrative: The total CHIP budget for the City of Piqua is $276,000 for 2019-2021.</td>
</tr>
<tr>
<td>OPTIONS</td>
<td>1. Adopt the Resolution and authorize the City Manager to sign the Partnership Agreement.</td>
</tr>
<tr>
<td>(Include Deny /Approval Option)</td>
<td>2. Deny the Resolution and reject the partnership agreement.</td>
</tr>
<tr>
<td>---------------------------------</td>
<td>----------------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td>3.</td>
</tr>
<tr>
<td></td>
<td>4.</td>
</tr>
</tbody>
</table>

**PROJECT TIMELINE**
The CHIP application is due May 3, 2019 and we will be notified in September 2019 if our application is funded. We will be able to start implementing the program in January 2020. All projects in this grant cycle will be completed by October 31, 2021.

**STAFF RECOMMENDATION**
Staff recommends that the City Commission adopt the resolution which would allow the City Manager to sign the PY 2019 CHIP Program Partnership Agreement by and between the Miami County Board of Commissioners, City of Tipp City, City of Troy, and the City of Piqua, Ohio for the ODSA, CHIP Program.

**REASON FOR SELECTING CONSULTANT/COMPANY**
Not Applicable

**ATTACHMENTS**
- PY 2019 CHIP Program Partnership Agreement by and between the Miami County Board of Commissioners, City of Tipp City, City of Troy, and City of Piqua for the Ohio Development Services Agency (ODSA) Community Housing Impact and Preservation (CHIP) Program.
PY 2019 CHIP PROGRAM PARTNERSHIP AGREEMENT

by and between

BOARD OF MIAMI COUNTY COMMISSIONERS

and

CITY OF PIQUA, OHIO

and

CITY OF TIPP CITY, OHIO

and

CITY OF TROY, OHIO

for the

OHIO DEVELOPMENT SERVICES AGENCY (ODSA)

COMMUNITY HOUSING IMPACT AND PRESERVATION (CHIP) PROGRAM

This Program Year 2019 CHIP Program Partnership Agreement (hereinafter referred to as Partnership Agreement) is entered into by and between the Board of Miami County Commissioners, Miami County, Ohio, an Ohio County (hereinafter referred to as the Applicant/Grantee), the City of Piqua, Ohio, an Ohio Municipal Corporation (hereinafter referred to as a Partnering Jurisdiction), the City of Tipp City, Ohio, an Ohio Municipal Corporation (hereinafter referred to as a Partnering Jurisdiction), and the City of Troy, Ohio, an Ohio Municipal Corporation (hereinafter referred to as a Partnering Jurisdiction) for the undertaking of the PY 2019 Community Housing Impact and Preservation Program (hereinafter referred to as the CHIP Program), in the event the PY 2019 CHIP Program Application is funded by the Ohio Development Services Agency (hereinafter referred to as the ODSA).

WHEREAS, Applicant/Grantee, in conjunction with the Partnering Jurisdictions, will be applying for an $650,000 CHIP Program Competitive Grant comprised of federal Community Development Block Grant (CDBG) funds, federal HOME Investment Partnership (HOME) funds, and Ohio Housing Trust Funds (OHTF); and

WHEREAS, the ODSA requires the designation of an Applicant/Grantee in order for a CHIP Program Partnership to apply for CHIP Program funding; and
WHEREAS, the ODSA requires the execution of a Partnership Agreement between the Applicant/Grantee and other Partnering Jurisdictions that are also eligible to receive CHIP Program funds in the event the Applicant/Grantee and the other Partnering Jurisdictions are willing to mutually form a CHIP Program Partnership; and

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

WHEREAS, the ODSA requires the Partnership Agreement to state that it covers all CHIP Program funds awarded from the ODSA’s CDBG, HOME and OHTF allocations, and remains in effect until the CHIP Program activities are completed, all of the funds are expended and the grant is closed out; and

WHEREAS, the ODSA requires the Partnership Agreement to contain a statement that neither the Applicant/Grantee nor the Partnering Jurisdictions can terminate or withdraw from the Partnership Agreement while it remains in effect; and

WHEREAS, the ODSA requires the Partnership Agreement to outline the responsibilities of both the Applicant/Grantee and the Partnering Jurisdictions, including a description of the Applicant/Grantee’s oversight process, records availability for monitoring purposes, and how Program Income will be managed; and

WHEREAS, the ODSA requires the governing body of the Applicant/Grantee and the governing body of each Partnering Jurisdiction to authorize the Partnership Agreement;

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

1. **Designation of Applicant/Grantee**

   The Board of Miami County Commissioners is hereby designated the Applicant/Grantee in order for the Miami County/City of Piqua/City of Tipp City/City of Troy CHIP Program Partnership to apply for PY 2019 CHIP Program funding.

2. **Partnering Jurisdictions**

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

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

   The City of Troy hereby agrees to be a Partnering Jurisdiction under the Miami County/City of Piqua/City of Tipp City/City of Troy CHIP Program Partnership.
3. **Scope of Agreement**

**PY 2019 CHIP Program:**

This Partnership Agreement covers all CHIP Program funds awarded from the ODSA's CDBG, HOME and/or OHTF allocations, and remains in effect until the CHIP Program activities are completed, all of the funds are expended and the grant is closed out.

The Applicant/Grantee, with assistance from the Partnering Jurisdictions, shall undertake and complete the activities as set forth in the $650,000 PY 2019 CHIP Program Application to be submitted to the ODSA on or before May 3, 2019.

The initial overall CHIP Program Budget is established as follows:

- Total CHIP Program Budget (All Funds) --- $800,000.
- Total PY 2019 CHIP Program Grant Request --- $650,000.
- Program Funds Reserved for General Administration and Fair Housing --- $80,000.
- Balance of CHIP Program Funds for Project Activities -- $720,000

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

**CHIP Program Project Activity Funds budgeted for Miami County (Applicant/Grantee)**

<table>
<thead>
<tr>
<th>Project/Activity – Miami County</th>
<th>CHIP Funds</th>
<th>Other Funds</th>
<th>Program Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rehabilitation Assistance – Owner Rehabilitation</td>
<td>$ 127,000</td>
<td>$ 79,000</td>
<td>5 Units</td>
</tr>
<tr>
<td>Rehabilitation Assistance – Rental Rehabilitation</td>
<td>$ 23,000</td>
<td>$23,000</td>
<td>1 Unit</td>
</tr>
<tr>
<td>Repair Assistance – Owner Home Repair</td>
<td>$ 45,000</td>
<td>$ 0</td>
<td>3 Units</td>
</tr>
<tr>
<td>Repair Assistance – Rental Home Repair</td>
<td>$ 15,000</td>
<td>$15,000</td>
<td>2 Units</td>
</tr>
<tr>
<td>Homeownership Assistance – Downpayment Assistance</td>
<td>$ 0</td>
<td>$ 0</td>
<td>na</td>
</tr>
<tr>
<td>Homeownership Assistance – DPA/Rehabilitation</td>
<td>$ 0</td>
<td>$ 0</td>
<td>na</td>
</tr>
<tr>
<td>Homeownership Assistance – New Construction – Habitat</td>
<td>$ 0</td>
<td>$ 0</td>
<td>na</td>
</tr>
<tr>
<td>Tenant-Based Rental Assistance – Rental Housing Assistance</td>
<td>$ 0</td>
<td>$ 0</td>
<td>na</td>
</tr>
<tr>
<td><strong>Total CHIP Program Funds Allocated for Miami County:</strong></td>
<td><strong>$210,000</strong></td>
<td><strong>$117,000</strong></td>
<td><strong>11 Units</strong></td>
</tr>
</tbody>
</table>
3. Scope of Agreement (continued)

Program Funds budgeted for the CHIP Program Project Activity Funds Allocated to the City of Piqua (Partnering Jurisdiction)

<table>
<thead>
<tr>
<th>Project/Activity – City of Piqua</th>
<th>CHIP Funds</th>
<th>Other Funds</th>
<th>Program Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rehabilitation Assistance – Owner Rehabilitation</td>
<td>$140,000</td>
<td>$31,000</td>
<td>4 Units</td>
</tr>
<tr>
<td>Rehabilitation Assistance – Rental Rehabilitation</td>
<td>$0</td>
<td>$0</td>
<td>na</td>
</tr>
<tr>
<td>Repair Assistance – Owner Home Repair</td>
<td>$105,000</td>
<td>$0</td>
<td>7 Units</td>
</tr>
<tr>
<td>Repair Assistance – Rental Home Repair</td>
<td>$0</td>
<td>$0</td>
<td>na</td>
</tr>
<tr>
<td>Homeownership Assistance – Downpayment Assistance</td>
<td>$0</td>
<td>$0</td>
<td>na</td>
</tr>
<tr>
<td>Homeownership Assistance – DPA/Rehabilitation</td>
<td>$0</td>
<td>$0</td>
<td>na</td>
</tr>
<tr>
<td>Homeownership Assistance – New Construction – Habitat</td>
<td>$0</td>
<td>$0</td>
<td>na</td>
</tr>
<tr>
<td>Tenant-Based Rental Assistance – Rental Housing Assistance</td>
<td>$0</td>
<td>$0</td>
<td>na</td>
</tr>
<tr>
<td>Total CHIP Program Funds allocated for City of Piqua:</td>
<td>$245,000</td>
<td>$31,000</td>
<td>11 Units</td>
</tr>
</tbody>
</table>

Program Funds budgeted for the CHIP Program Project Activity Funds Allocated to the City of Tipp City (Partnering Jurisdiction)

<table>
<thead>
<tr>
<th>Project/Activity – City of Tipp City</th>
<th>CHIP Funds</th>
<th>Other Funds</th>
<th>Program Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rehabilitation Assistance – Owner Rehabilitation</td>
<td>$43,500</td>
<td>$0</td>
<td>1 Unit</td>
</tr>
<tr>
<td>Rehabilitation Assistance – Rental Rehabilitation</td>
<td>$0</td>
<td>$0</td>
<td>na</td>
</tr>
<tr>
<td>Repair Assistance – Owner Home Repair</td>
<td>$15,000</td>
<td>$0</td>
<td>1 Unit</td>
</tr>
<tr>
<td>Repair Assistance – Rental Home Repair</td>
<td>$0</td>
<td>$0</td>
<td>na</td>
</tr>
<tr>
<td>Homeownership Assistance – Downpayment Assistance</td>
<td>$0</td>
<td>$0</td>
<td>na</td>
</tr>
<tr>
<td>Homeownership Assistance – DPA/Rehabilitation</td>
<td>$0</td>
<td>$0</td>
<td>na</td>
</tr>
<tr>
<td>Homeownership Assistance – New Construction – Habitat</td>
<td>$0</td>
<td>$0</td>
<td>na</td>
</tr>
<tr>
<td>Tenant-Based Rental Assistance – Rental Housing Assistance</td>
<td>$0</td>
<td>$0</td>
<td>na</td>
</tr>
<tr>
<td>Total CHIP Program Funds allocated for City of Tipp City:</td>
<td>$58,500</td>
<td>$0</td>
<td>2 Units</td>
</tr>
</tbody>
</table>

Program Funds budgeted for the CHIP Program Project Activity Funds Allocated to the City of Troy (Partnering Jurisdiction)

<table>
<thead>
<tr>
<th>Project/Activity – City of Troy</th>
<th>CHIP Funds</th>
<th>Other Funds</th>
<th>Program Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rehabilitation Assistance – Owner Rehabilitation</td>
<td>$43,500</td>
<td>$0</td>
<td>1 Unit</td>
</tr>
<tr>
<td>Rehabilitation Assistance – Rental Rehabilitation</td>
<td>$0</td>
<td>$0</td>
<td>na</td>
</tr>
<tr>
<td>Repair Assistance – Owner Home Repair</td>
<td>$15,000</td>
<td>$0</td>
<td>1 Unit</td>
</tr>
<tr>
<td>Repair Assistance – Rental Home Repair</td>
<td>$0</td>
<td>$0</td>
<td>na</td>
</tr>
<tr>
<td>Homeownership Assistance – Downpayment Assistance</td>
<td>$0</td>
<td>$0</td>
<td>na</td>
</tr>
<tr>
<td>Homeownership Assistance – DPA/Rehabilitation</td>
<td>$0</td>
<td>$0</td>
<td>na</td>
</tr>
<tr>
<td>Homeownership Assistance – New Construction – Habitat</td>
<td>$0</td>
<td>$0</td>
<td>na</td>
</tr>
<tr>
<td>Tenant-Based Rental Assistance – Rental Housing Assistance</td>
<td>$0</td>
<td>$0</td>
<td>na</td>
</tr>
<tr>
<td>Total CHIP Program Funds allocated for City of Troy:</td>
<td>$58,500</td>
<td>$0</td>
<td>2 Units</td>
</tr>
</tbody>
</table>
3. **Scope of Agreement (continued)**

Program Funds budgeted for the CHIP Program Funds Allocated for General Administration and Fair Housing:

<table>
<thead>
<tr>
<th>Miami County – Applicant/Grantee</th>
<th>CHIP Funds</th>
<th>Other Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration/Fair Housing – General Administration</td>
<td>$ 50,000</td>
<td>$ 0</td>
</tr>
<tr>
<td>Administration/Fair Housing – Fair Housing Program</td>
<td>$ 0</td>
<td>$ 2,000</td>
</tr>
<tr>
<td><strong>Sub-Total for Miami County:</strong></td>
<td>$ 50,000</td>
<td>$ 2,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City of Piqua – Partnering Jurisdiction</th>
<th>CHIP Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration/Fair Housing – General Administration</td>
<td>$ 28,000</td>
</tr>
<tr>
<td>Administration/Fair Housing – Fair Housing Program</td>
<td>$ 0</td>
</tr>
<tr>
<td><strong>Sub-Total for City of Piqua:</strong></td>
<td>$ 28,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City of Tipp City – Partnering Jurisdiction</th>
<th>CHIP Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration/Fair Housing – General Administration</td>
<td>$ 0</td>
</tr>
<tr>
<td>Administration/Fair Housing – Fair Housing Program</td>
<td>$ 0</td>
</tr>
<tr>
<td><strong>Sub-Total for City of Tipp City:</strong></td>
<td>$ 0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City of Troy – Partnering Jurisdiction</th>
<th>CHIP Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration/Fair Housing – General Administration</td>
<td>$ 0</td>
</tr>
<tr>
<td>Administration/Fair Housing – Fair Housing Program</td>
<td>$ 0</td>
</tr>
<tr>
<td><strong>Sub-Total for City of Troy:</strong></td>
<td>$ 0</td>
</tr>
</tbody>
</table>

**CHIP Program Total:** $78,000 $ 2,000

**Housing Program Income:**

This Partnership Agreement covers all Housing Program Income funds available at the time of application submission (available balance through December 31, 2018 per the ODSA), and remains in effect until the CHIP Program activities are completed, all the funds are expended and the grant is closed out.

Applicant/Grantee will be responsible for the retention and redistribution CHIP Program Income generated from the implementation of its activities as well as those of the Partnering Jurisdictions of the City of Tipp City and the City of Troy. Any CHIP Program Income resulting from the Applicant/Grantee’s expenditure of CHIP Program funds will be administered in compliance with the Applicant/Grantee’s Housing Revolving Loan Fund Administration Agreement with the ODSA.

The Partnering Jurisdiction of the City of Piqua will be responsible for the retention and redistribution CHIP Program Income generated from the implementation of its activities. Any CHIP Program Income resulting from the City of Piqua’s expenditure of CHIP Program funds will be administered in compliance with the City of Piqua’s Housing Revolving Loan Fund Administration Agreement with the ODSA.
3. **Scope of Agreement (continued)**

The Applicant/Grantee and Partnering Jurisdictions mutually understand they are to be compliant with the ODSA “Program Policy Notice: 13-01 – Finance Mechanisms for Office of Community Development Program-Funded Projects, except for projects funded with Program Income or projects funded through the Ohio Housing Finance Agency”.

**Housing Program Income funds committed by Miami County (Applicant/Grantee) for Project Activities located in Miami County, Tipp City and Troy:**

<table>
<thead>
<tr>
<th>Project/Activity – Miami County (includes Tipp City and Troy)</th>
<th>Program Income</th>
<th>Program Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rehabilitation Assistance – Owner Rehabilitation</td>
<td>$79,000</td>
<td>0 Units*</td>
</tr>
<tr>
<td>Rehabilitation Assistance – Rental Rehabilitation</td>
<td>$23,000</td>
<td>0 Units*</td>
</tr>
<tr>
<td>Repair Assistance – Owner Home Repair</td>
<td>$0</td>
<td>NA</td>
</tr>
<tr>
<td>Repair Assistance – Rental Home Repair</td>
<td>$0</td>
<td>NA</td>
</tr>
<tr>
<td>Homeownership Assistance – Downpayment Assistance</td>
<td>$0</td>
<td>NA</td>
</tr>
<tr>
<td>Homeownership Assistance – DPA/Rehabilitation</td>
<td>$0</td>
<td>NA</td>
</tr>
<tr>
<td>Homeownership Assistance – New Construction – Habitat</td>
<td>$0</td>
<td>NA</td>
</tr>
<tr>
<td>Acquisition/Rehab/Resale – Habitat</td>
<td>$0</td>
<td>NA</td>
</tr>
<tr>
<td>Tenant-Based Rental Assistance – Rental Housing Assistance</td>
<td>$0</td>
<td>NA</td>
</tr>
<tr>
<td><strong>Total Program Income Funds committed by Miami County:</strong></td>
<td><strong>$102,000</strong></td>
<td><strong>0 Units</strong>*</td>
</tr>
</tbody>
</table>

*CHIP Program-funded outcomes of 5 units of Owner Rehabilitation, 1 unit of Rental Rehabilitation. No additional units financed solely with Program Income.

**Housing Program Income funds committed by the City of Piqua (Partnering Jurisdiction) for Project Activities located in Piqua:**

<table>
<thead>
<tr>
<th>Project/Activity – City of Piqua</th>
<th>Program Income</th>
<th>Program Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rehabilitation Assistance – Owner Rehabilitation</td>
<td>$31,000</td>
<td>0 Units*</td>
</tr>
<tr>
<td>Rehabilitation Assistance – Rental Rehabilitation</td>
<td>$0</td>
<td>NA</td>
</tr>
<tr>
<td>Repair Assistance – Owner Home Repair</td>
<td>$0</td>
<td>NA</td>
</tr>
<tr>
<td>Repair Assistance – Rental Home Repair</td>
<td>$0</td>
<td>NA</td>
</tr>
<tr>
<td>Homeownership Assistance – Downpayment Assistance</td>
<td>$0</td>
<td>NA</td>
</tr>
<tr>
<td>Homeownership Assistance – DPA/Rehabilitation</td>
<td>$0</td>
<td>NA</td>
</tr>
<tr>
<td>Homeownership Assistance – New Construction – Habitat</td>
<td>$0</td>
<td>NA</td>
</tr>
<tr>
<td>Tenant-Based Rental Assistance – Rental Housing Assistance</td>
<td>$0</td>
<td>NA</td>
</tr>
<tr>
<td><strong>Total Program Income Funds committed by City of Piqua:</strong></td>
<td><strong>$31,000</strong></td>
<td><strong>0 Units</strong>*</td>
</tr>
</tbody>
</table>

*CHIP Program-funded outcome of 4 units of Owner Rehabilitation. No additional units financed solely with Program Income.
3. Scope of Agreement (continued)

Housing Program Income funds committed by the City of Tipp City (Partnering Jurisdiction) for Project Activities located in Tipp City:

<table>
<thead>
<tr>
<th>Project/Activity</th>
<th>Program Income</th>
<th>Program Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rehabilitation Assistance – Owner Rehabilitation</td>
<td>$ 0</td>
<td>NA</td>
</tr>
<tr>
<td>Rehabilitation Assistance – Rental Rehabilitation</td>
<td>$ 0</td>
<td>NA</td>
</tr>
<tr>
<td>Repair Assistance – Owner Home Repair</td>
<td>$ 0</td>
<td>NA</td>
</tr>
<tr>
<td>Repair Assistance – Rental Home Repair</td>
<td>$ 0</td>
<td>NA</td>
</tr>
<tr>
<td>Homeownership Assistance – Downpayment Assistance</td>
<td>$ 0</td>
<td>NA</td>
</tr>
<tr>
<td>Homeownership Assistance – DPA/Rehabilitation</td>
<td>$ 0</td>
<td>NA</td>
</tr>
<tr>
<td>Homeownership Assistance – New Construction – Habitat</td>
<td>$ 0</td>
<td>NA</td>
</tr>
<tr>
<td>Tenant-Based Rental Assistance – Rental Housing Assistance</td>
<td>$ 0</td>
<td>NA</td>
</tr>
<tr>
<td><strong>Total Program Income Funds committed by City of Tipp City:</strong></td>
<td><strong>$ 0</strong></td>
<td></td>
</tr>
</tbody>
</table>

Housing Program Income funds committed by the City of Troy (Partnering Jurisdiction) for Project Activities located in Troy:

<table>
<thead>
<tr>
<th>Project/Activity</th>
<th>Program Income</th>
<th>Program Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rehabilitation Assistance – Owner Rehabilitation</td>
<td>$ 0</td>
<td>NA</td>
</tr>
<tr>
<td>Rehabilitation Assistance – Rental Rehabilitation</td>
<td>$ 0</td>
<td>NA</td>
</tr>
<tr>
<td>Repair Assistance – Owner Home Repair</td>
<td>$ 0</td>
<td>NA</td>
</tr>
<tr>
<td>Repair Assistance – Rental Home Repair</td>
<td>$ 0</td>
<td>NA</td>
</tr>
<tr>
<td>Homeownership Assistance – Downpayment Assistance</td>
<td>$ 0</td>
<td>NA</td>
</tr>
<tr>
<td>Homeownership Assistance – DPA/Rehabilitation</td>
<td>$ 0</td>
<td>NA</td>
</tr>
<tr>
<td>Homeownership Assistance – New Construction – Habitat</td>
<td>$ 0</td>
<td>NA</td>
</tr>
<tr>
<td>Tenant-Based Rental Assistance – Rental Housing Assistance</td>
<td>$ 0</td>
<td>NA</td>
</tr>
<tr>
<td><strong>Total Program Income Funds committed by City of Troy:</strong></td>
<td><strong>$ 0</strong></td>
<td></td>
</tr>
</tbody>
</table>

4. Performance and Monitoring

The Applicant/Grantee assumes the responsibility for program planning, administration, implementation, fiscal obligation, and closeout for the lifetime of the CHIP Program grant period, which is estimated to have an effective term of September 1, 2019 through December 31, 2021.

The Applicant/Grantee will manage the grant fund administration and implementation. CHIP Program funds allocated by the Applicant/Grantee for the Partnering Jurisdictions are budgeted as shown in Section 3 of this Partnership Agreement based on the Partnership’s planning process. The CHIP Program funds budgeted for the Partnering Jurisdictions are not awarded to the Partnering Jurisdictions, but are intended to be utilized for projects that take place in the Partnering Jurisdictions.
The Applicant/Grantee will monitor the performance of Partnering Jurisdiction in terms of goals and performance standards as stated above. Partnering Jurisdiction shall provide Applicant/Grantee all necessary reporting information as required by ODSA in the administration and review of the CHIP Program funded activities. Substandard performance as determined by the Applicant/Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Partnering Jurisdiction within a reasonable period of time after being notified by Applicant/Grantee, suspension of funding procedures against the Partnering Jurisdiction will be initiated by Applicant/Grantee.

5. Termination of Agreement

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

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

6. Prohibition on Subrecipient Agreements

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

7. CHIP Program Policy and Procedures Manual (PPM)

On behalf of the CHIP Program Partnership, the Applicant/Grantee has adopted one PPM.

In addition, the following three activity-specific elements will be required in the CHIP Program Application by the ODSA:

a. Client selection criteria, including the population(s) to be served.

b. Method(s) of determining income eligibility.

c. Details about the finance mechanism(s) that will be implemented.

The above three elements are currently addressed in the Applicant/Grantee’s PPM. It is understood by the Applicant/Grantee and the Partnering Jurisdictions that the information submitted in the CHIP Program Application will supersede the PPM adopted by the Applicant/Grantee. Other than the above three elements, any necessary updates to the PPM will be attached to the CHIP Program Application.
8. Partnering Jurisdiction Responsibilities

Program Planning:

a. Applicant/Grantee will be responsible for conducting the Partnership’s Housing Advisory Committee (HAC) meetings.

b. Applicant/Grantee will be responsible for preparing the Partnership’s ODSA required Housing and Community Services Assessment.

c. Applicant/Grantee will determine how CHIP Program funds will be allocated and distributed in consultation with the Partnering Jurisdictions in conjunction with the above mentioned Housing and Community Services Assessment and HAC meetings.

d. Applicant/Grantee will be responsible for preparing and submitting the CHIP Program Grant Application on or before the May 3, 2019 deadline.

e. Partnering Jurisdictions will be responsible for participating in the Housing Advisory Committee (HAC) Meetings.

f. Partnering Jurisdictions will be responsible for participating in the planning process for the ODSA required Housing and Community Services Assessment.

g. Partnering Jurisdictions will be responsible for recommending how CHIP Program funds will be allocated and distributed by the Applicant/Grantee in conjunction with the above mentioned Housing and Community Services Assessment and HAC meetings.

General Administration and Oversight Process:

a. Applicant/Grantee will be responsible for executing Grant Agreements with the ODSA for the CHIP Program Grant, if awarded funding by the ODSA.

b. The City of Piqua Partnering Jurisdiction will be responsible for undertaking specific projects of the CHIP Program Grant that are located within the City of Piqua.

c. Applicant/Grantee will remain responsible for employing administrators and any consultant staff.

d. The Applicant/Grantee’s CHIP Program Policy and Procedures Manual (PPM) has been adopted for CHIP Program Partnership.

Activity Implementation:

a. Applicant/Grantee will undertake the CHIP Program project activities based on need, performance, timeliness, outcome achievement, and availability of funds for Miami County, the City of Tipp City Partnering Jurisdiction, and the City of Troy Partnering Jurisdiction.
b. The City of Piqua Partnering Jurisdiction will undertake its specific projects of the CHIP Program Grant that are located within the City of Piqua based on need, performance, timeliness, outcome achievement, and availability of funds.

c. Applicant/Grantee and the City of Piqua Partnering Jurisdiction will undertake its specific projects of the CHIP Program Grant financed with HOME funds in accordance with the commitment deadline established by the ODSA. All City of Piqua Partnering Jurisdiction projects financed with HOME funds must be committed by February 28, 2021. The City of Piqua Partnering Jurisdiction must notify the Applicant/Grantee by December 31, 2020 of any balance of HOME funds the City of Piqua Partnering Jurisdiction predicts it will be unable to commit by February 28, 2021. The Applicant/Grantee reserves the right to reallocate the City of Piqua Partnering Jurisdiction’s projected uncommitted HOME funds to activities of the Applicant/Grantee or to another Partnering Jurisdiction.

d. The Applicant/Grantee will require the City of Piqua to provide notification of their Program Income balance as of February 28, 2021. If said Program Income balance is not committed/spent by the aforementioned date the City of Piqua will coordinate with the Partner agencies to reallocate the remaining funds to other areas of the County if project opportunities exist. Up to $77,000 in Home Funds will be subject to this requirement per the partnership agreement and the Program Implementation Plan submitted to the Ohio Development Services Agency as part of the application for CHIP Funds.

e. Applicant/Grantee will be responsible for filing mortgages on its properties, if applicable.

f. Partnering Jurisdictions will be responsible for filing mortgages on its properties, if applicable.

Fiscal Obligation:

a. Applicant/Grantee shall use the CHIP Program grant funds solely for the stated purposes set forth in this Partnership Agreement and in the Grant Agreement between the Applicant/Grantee and the ODSA.

b. The City of Piqua Partnering Jurisdiction shall use the CHIP Program grant funds solely for the stated purposes set forth in this Partnership Agreement and in the Grant Agreement between the Applicant/Grantee and the ODSA.

c. All expenditures of the Applicant/Grantee and the City of Piqua Partnering Jurisdiction shall be supported by contracts, invoices, vouchers and other data as appropriate.

d. Applicant/Grantee and the City of Piqua Partnering Jurisdiction shall require delivery before payment is made for purchased goods, equipment or services, unless the Applicant/Grantee obtains satisfactory security from the vendor.

e. CHIP Program grant funds shall be deposited and maintained in a separate fund account upon the books and records of the Applicant/Grantee.
f. The City of Piqua Partnering Jurisdiction shall directly pay contractor invoices then submit reimbursement requests to the Applicant/Grantee containing complete source documentation verifying that invoices were paid.

Records Availability for Monitoring Purposes:

a. Applicant/Grantee shall submit to the ODSA all reports as required by the ODSA.

b. Partnering Jurisdictions shall submit to the Applicant/Grantee all reports as required by the ODSA.

c. All records of the Applicant/Grantee and the Partnering Jurisdictions pertinent to the activities undertaken as part of this Partnership Agreement shall be maintained in accordance with 24 CFR 570.490 or 570.506, the Grant Agreements with the ODSA, the Ohio Small Cities CDBG Program Handbook and the PY 2019 CHIP Program application, which are not attached hereto but is incorporated herein by reference.

Closeout of CHIP Program Grant:

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

9. Notices

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

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

**Miami County (Applicant/Grantee)**

Richard Osgood, Director  
Miami County Department of Development  
510 West Water Street, Suite 120, Troy, Ohio 45373  
937-440-8121  
rosgood@miamicountyohio.gov

**City of Piqua (Partnering Jurisdiction)**

Gary A. Huff, City Manager  
City of Piqua
10. Miscellaneous

Governing Law

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

Forum and Venue

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

Entire Agreement

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

Severability

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

Amendments or Modifications

Either party may at any time during the term of this Partnership Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Plan Submission. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the PY 2019 CHIP Program funded activities. Should
the parties consent to modification of the Partnership Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

Assignment

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

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

MIAMI COUNTY, OHIO
BOARD OF COUNTY COMMISSIONERS

BY: ________________________________
Gregory A. Simmons, President

BY: ________________________________
John F. Evans, Vice President

BY: ________________________________
Ted S. Mercer, Member

APPROVED AS TO FORM:

Miami County
THE CITY OF TIPP CITY, OHIO
A MUNICIPAL CORPORATION

BY: _____________________________

Timothy Eggleston, City Manager

APPROVED AS TO FORM:

_______________________________

City of Tipp City
THE CITY OF PIQUA, OHIO
A MUNICIPAL CORPORATION

BY: ________________________________
    Gary A. Huff, City Manager

APPROVED AS TO FORM:

______________________________
City of Piqua
THE CITY OF TROY, OHIO
A MUNICIPAL CORPORATION

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

APPROVED AS TO FORM:

______________________________
City of Troy
RESOLUTION NO. R-47-19

A RESOLUTION AUTHORIZING AN AMENDMENT TO ZONING MAP TO CHANGE THE ZONING DESIGNATION OF PARCELS N44-078782 AND N44-078780 FROM R-PUD (RESIDENTIAL PLANNED UNIT DEVELOPMENT) TO OS (OPEN SPACE)

WHEREAS, the Planning Commission has studied a proposed amendment to the zoning map to change the zoning designation of parcels N44-078782 and N44-078780 from R-PUD Residential Planned Unit Development to OS Open Space, as shown on Exhibit A attached hereto; and

WHEREAS, the Planning Commission has conducted a public hearing and made a report of its findings; and

WHEREAS, the Planning Commission has submitted a recommendation to the City Commission;

WHEREAS, the City of Piqua Charter Section 154.141 requires the Commission to take action on zoning amendment recommendations received from the Planning Commission at their next regularly scheduled meeting; and

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

SEC. 1: The zoning designation of OS (Open Space) for parcels N44-078782 and N44-078780 is hereby approved.

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

__________________________
KATHRYN B. HINDS, MAYOR

PASSED: _____________________

ATTEST: _____________________
KAREN S. JENKINS
CLERK OF COMMISSION

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

Mayor Kathryn B. Hinds ________ Commissioner John Martin ________
Commissioner William Vogt ________ Commissioner Dave Short ________
Commissioner Kris Lee ________

Legislation Date: 4/16/2019
Proposed Zoning Change from R-PUD to OS
# Commission Agenda
## Staff Report

<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>April 16, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A Resolution to consider a request to change the zoning designation of parcels N44-078782 and N44-078780 from R-PUD Residential Planned Unit Development to OS Open Space.</td>
</tr>
<tr>
<td>SUBMITTED BY</td>
<td>Name &amp; Title:</td>
</tr>
<tr>
<td></td>
<td>Department:</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</td>
</tr>
<tr>
<td></td>
<td>☒ Planning Commission</td>
</tr>
<tr>
<td>BACKGROUND</td>
<td>Gregory Stephens, owner of the subject property located at parcels N44-078782 and N44-078780, submitted a request to change the zoning designation from Residential Planned Unit Development to Open Space. The current owner is not interested in developing the property at this time. Changing the zoning to OS Open space would better reflect the agricultural character of the land and be consistent with the recommended land use designation found on the Plan It Piqua Comprehensive Plan Conservation and Development Map, which indicates the characteristics of this land and its adjacency to Swift Run Lake make it a desirable conservation area.</td>
</tr>
<tr>
<td>BUDGETING AND FINANCIAL IMPACT</td>
<td>Budgeted $: $0</td>
</tr>
<tr>
<td></td>
<td>Expenditure $: $0</td>
</tr>
<tr>
<td></td>
<td>Source of Funds:</td>
</tr>
<tr>
<td></td>
<td>Narrative: Having conducted a public hearing to receive public comment and deliberate on the matter, the Planning Commission found the zoning designation of parcels N44-078782 and N44-078780 from R-PUD Residential Planned Unit Development to OS Open Space to be warranted and has recommended approval.</td>
</tr>
<tr>
<td>OPTIONS</td>
<td>1. Adopt the resolution to authorize zoning change</td>
</tr>
<tr>
<td></td>
<td>2. Defeat the resolution to reject the street name change</td>
</tr>
<tr>
<td>PROJECT TIMELINE</td>
<td>March 12, 2019 – Planning Commission: Public Hearing</td>
</tr>
<tr>
<td></td>
<td>April 16, 2019 – City Commission: Final Action</td>
</tr>
<tr>
<td>STAFF RECOMMENDATION</td>
<td>Approve resolution</td>
</tr>
<tr>
<td>-----------------------</td>
<td>--------------------</td>
</tr>
<tr>
<td>REASON FOR SELECTING CONSULTANT/COMPANY</td>
<td>N/A</td>
</tr>
</tbody>
</table>
| ATTACHMENTS | }