



REGULAR PIQUA CITY COMMISSION MEETING

WEDNESDAY, AUGUST 2, 2023

6:00 PM

FORT PIQUA PLAZA BANQUET CENTER - 4TH FLOOR

116 W HIGH STREET, 4TH FLOOR

PIQUA, OHIO 45356

CALL TO ORDER

THE PLEDGE OF ALLEGIANCE

ROLL CALL

REGULAR PIQUA CITY COMMISSION MEETING

CONSENT AGENDA

1. APPROVAL OF MINUTES

Approval of the Minutes from the July 18, 2023 regular City Commission meeting

OLD BUSINESS

2. ORDINANCE NO. O-6-23 (3rd Reading)

An ordinance to adopt Chapter 109: Rental Housing Regulations

NEW BUSINESS

3. RESOLUTION NO. R-95-23

A resolution for consent to accept Ohio Department of Development grant for \$100,000 for Ridge Street water upgrades

4. RESOLUTION NO. R-96-23

A resolution adopting sewer fund balance guidelines

5. RESOLUTION NO. R-97-23

A resolution adopting stormwater fund balance guidelines

6. RESOLUTION NO. R-98-23

A resolution adopting water fund balance guidelines

7. RESOLUTION NO. R-99-23

A resolution authorizing the City Manager to enter into preliminary legislation with the Ohio Department of Transportation (ODOT) for the Looney Road Resurfacing Project

8. RESOLUTION NO. R-100-23

A resolution to adopt a name for a newly-constructed pedestrian bridge, currently referred to as "The Great Miami River Trail Bridge"

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

CITY MANAGER'S REPORT

COMMISSIONERS COMMENT

ADJOURNMENT

**REGULAR PIQUA CITY COMMISSION MEETING
TUESDAY, JULY 18, 2023
MINUTES**

CALL TO ORDER

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

ROLL CALL

Mayor Pearson and Commissioners Lee, Grissom, and Vetter were present. Scott Black was also present to represent the Washington Township Trustees. A motion was made by Mayor Pearson to excuse Commissioner Hinds, and Commissioner Grissom seconded the motion. All were in favor and the motion was carried unanimously.

ANNOUNCEMENT

Mayor Pearson announced that due to vandalism during our last meeting, the public restrooms are closed. If there is a need to use a restroom, you can see the City Manager.

JOINT MEETING WITH WASHINGTON TOWNSHIP TRUSTEES

APPROVAL OF MINUTES

Approval of the minutes from the June 6, 2023, Joint Meeting with Washington Township Trustees, and the Piqua City Commission

A motion was made by Commissioner Vetter to approve the June 6, 2023 minutes and Commissioner Lee seconded the motion. All were in favor and the motion was carried unanimously.

RESOLUTION NO. R-90-23

A resolution renewing a tax levy in excess of the ten-mill limitation for maintenance and operating the Forest Hill Union Cemetery

Introduction: Frank Patrizio said this resolution is a renewal of what's been in place for several years. This levy will be on the ballot as a continual renewal for 5 years. There is no increase requested.

Commissioners Comments: None

Public Comment: None

Action Taken: A motion was made by Commissioner Lee to approve R-90-23 and Commissioner Grissom seconded the motion. All were in favor and the motion was carried unanimously.

ADJOURN

A motion was made by Commissioner Lee to adjourn the Joint Meeting with Washington Township Trustees and Commissioner Vetter seconded the motion. All were in favor and the joint meeting was adjourned.

REGULAR PIQUA CITY COMMISSION MEETING

RECOGNITION OF VOLUNTEERS

Each Commissioner read a list of volunteers and the group they were associated with.

CONSENT AGENDA

APPROVAL OF MINUTES

Approval of the Minutes from the June 20, 2023, Regular Commission Meeting, the June 27, 2023 Special Commission Meeting, and the July 12, 2023 Executive Session

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

OLD BUSINESS

ORDINANCE NO. O-6-23 (2nd Reading)

An ordinance to adopt Chapter 109: Rental Housing Regulations

Introduction: Frank Patrizio received a call from the Board of Realtors who made suggestions regarding the Rental Agreement. The Board of Realtors is considering a template that can be used statewide. Chris Schmiesing met with a landlord who suggested the checklist be separated by what is required vs. what is a suggested change.

Commissioners Comments: Mayor Pearson asked if the more defined checklist will be presented at the next meeting and Frank Patrizio said he was not sure when the development department would have the checklist completed. Commissioner Lee asked if we have answers to the questions that were asked at the last meeting.

Kyrsten French responded to the inquiry about the checklist by saying it was just a template from ICC. Kyrsten said a detailed checklist can be overwhelming. Kyrsten French responded to the question about whether the landlords concern from the last meeting had been addressed by passing out the written responses to each commissioner. A citizen asked if the answers to the questions could be read out loud, to which Kyrsten read several questions with the answers. The questions and answers will be available online.

Commissioner Grissom said he appreciates the feedback.

Public Comment:

Randy Ritter – Said he was not sure what’s going on, and then asked about property issues at the City Building

Benjamin Fugate – When you buy a house there are always going to be things that need fixed. This (Rental Inspection Program) is an infringement of people’s rights.

Chuck Starret – You are to protect and serve, but not to control. Piqua is already short of housing and investors are not going to come here. This is a money grab.

Roland Sourmail - Disagrees with this Ordinance and if you do it to landlords, you should do it to everyone. All you want to do is tear down houses. All wrong and it is a discrimination of landlords.

BJ Cooley - Makes average pay then has to pay rent, phone bill, gas and now landlords are going to pass this expense on.

Megan Wise – Presented local Board of Realtors position. Realtors always protect private property rights. She is working with the State Association of Realtors, and they hope to provide a proposal. Encourages Commissioners to table this Ordinance.

Valerie Mullikin - Worked with 6 homeless veterans and only found a place for 2 to live. Very alarming.
Evan Brumbaugh - Knows what it's like to struggle and he is a hard-working person. Fixes up properties and keeps rent low. Thought by some that the city wants to get rid of poor people.

Kevin Loftin, Piqua Village Apt Manager-This seems like the great divide. There is no protection for the landlord and mentioned length of time it would take to get a new window. He suggested working on a better plan and going back to the drawing board.

Kathleen Miller - Leaders are disconnected and citizens don't feel like they are being heard. All they see is excessive fees what's going on with the Rental Inspection Program. We want to grow this community.

Tonya Blair – Asked if Commissioners had been to Niagara Falls and wished they could see how bad the town she visited there looked. It had homes with boarded up windows. Our community is not that bad.

BJ Cooley – Bring something for kids and families.

Kevin Brumbaugh – If you're going to write a law, write it with a light touch.

Kevin Jenkins - No factories in this town and pizza place and car wash building right beside identical business. No one wants to come here. Troy and Sidney are booming but this town hasn't grown.

Roland Sourmail - Tax payers money builds this town. The city was given Bennett School and sold it for \$1.00. Frank explained the land was a trade with the schools but unaware that the land was sold.

Diane Parke - Challenged Frank about the property being sold to GF Bailey.

Kathy Miller - Referred to article on GF Bailey's website as being developer of Bennett School land.

Jeff Grimes – Read renters escrow rights from Miami County Landlord Tenant rights. The city does selective enforcement. Since he's been speaking out, he has received two misdemeanors, but the property at the end of Steele Street doesn't have a sidewalk.

Kevin Jenkins - Has a squatter in one of his rentals and he called the Utility Department to tell them not to turn on utilities. The Utility Manager told Kevin that if the squatter brings in money to have utilities turned on, then they'll turn them on.

Tante Strohmenger - If changes are still being made to the Rental Inspection Program, then this should be tabled.

Jeff Grimes - Read article regarding GF Bailey developing the Bennett School site.

Paul Oberdorfer addressed the commission and clarified that there is no current contract on the Bennett property. The city's acquisition has always been with the intent that the property will be developed.

Mayor Pearson thanked everyone for their comments and stated that the next meeting will be Wednesday, August 2 at the Ft Piqua Plaza. This replaces the regularly scheduled Tuesday meeting.

A citizen commented that the Ordinance has never even been read in its entirety so it can't be voted on.

Kyrsten French said that updates to the ordinance have always been posted online, including the checklist.

Frank Patrizio replied that the title of the Ordinance is all that is ever read.

Action Taken: Second Reading

RESOLUTION NO. R-84-23 (Tabled)

A resolution of appreciation for the public service of Rhonda Meckstroth as a City of Piqua employee.

A motion was made by Commissioner Lee to un-table R-84-23 and Commissioner Grissom seconded the motion. All were in favor and the motion was carried unanimously.

A motion was made by Commissioner Vetter to approve R-84-23 and Commissioner Lee seconded the motion. All were in favor and the motion was carried unanimously.

NEW BUSINESS**RESOLUTION NO. R-91-23**

A resolution of appreciation for the public service of John Richard as a City of Piqua employee

Action Taken: A motion was made by Commissioner Lee to approve R-91-23 and Commissioner Grissom seconded the motion. All were in favor and the motion was carried unanimously.

RESOLUTION NO. R-92-23

A resolution authorizing an amendment to the zoning map to change the zoning designation of parcel J27-045800, approx. 119 acres located near the corner of Looney Road and Snodgrass Road, from AG-Agriculture to IL-Light Industry

Introduction: Kyrsten French said that this whole case has come before the Commission before. The proper notification was not made and now it has been.

The Planning Commission heard the case a second time and voted 4 to 1 in favor of the rezoning. The property owner desires to market a piece of land just north of Indian Ridge to Light Industrial. The zoning code requires a 50-foot buffer, and the drain ditch may affect development, but the staff recommends the rezoning.

Commissioners Comments: Commissioner Lee confirmed that neighboring property owners were notified.

Public Comment:

Rob Alexander, Teters Real Estate Investments, thanked Commission for moving the first meeting in August to Wednesday night so he can attend. National Night out is a big community event for Indian Ridge. Rob said that he wouldn't bring anything that would negatively impact the community to the property they are requesting to rezone. He said he is proud of the community. He is willing to answer any questions the Commission may have.

Commissioner Grissom said he appreciates Rob's response.

Public Comments:

Kristie Fisher – Lives North of the property in the house her parents bought because they wanted to live on a farm. They wanted to be part of an agriculture community. Ms. Fisher said she is not in favor of rezoning the whole 119 acres. She has concerns about a business butting up to her agricultural land, the traffic, pollution, dust, light, and the possibility of increased crime. Ms. Fisher asked if the property could

be split into two different zoning designations because scary things are allowed within the Light Industrial zoning.

Gary Koenig – Shares Miss Fishers concerns. Several people from Indian Ridge came to the Planning Commission meeting with concerns. Mr. Koenig handed out maps of each Ward to the Commissioners. Gary Koenig referred to an outlined area on the maps that represents future development. Mr. Koenig said we have a shortage of housing, and they don't need to rezone the whole 120 acres. Mr. Koenig said this is a personal concern of his because his personal property butts up against a targeted expansion area. He asked the Commission to reject the resolution.

Commissioner Lee asked Mr. Koenig how he voted as Planning Commission chairperson to which he replied that he voted against the rezoning.

Rob Alexander pointed out that there are already six businesses on Looney Rd. and that city codes aren't going to allow run off. Mr. Alexander said he annexed the land into the city but could have worked with the county. Rob clarified that only four residents showed up at the Planning Commission meeting. Rob Alexander said that the land is owned by a group of people that were born and raised in Piqua and care about the community, but they are all getting older. If they sell off to a New York Developer, they aren't going to be concerned about this community.

Commissioner Lee said he understands that if Ford puts a plant there it would affect Ms. Fisher's quality of life.

Valerie Mullikin asked if Rob Alexander would be interested in creating a buffer between the farm Ms. Fisher owns.

Rob Alexander spoke again and said the buffer is already required by the city code, and two of his daughters' homes back up to the land, so he's going to protect the housing development. He also said we need development in Piqua, and you have someone interested in selling land to be developed.

Kyrsten explained what would be required and there would be a certain amount of protection. Kyrsten explained the uses allowed and said that Looney Road was meant to be an expansion area in the Comprehensive Plan.

Kristie Fisher said that this leaves it open for Snodgrass to be expanded and the principal uses are still there. Ms. Fisher acknowledged that she does not know Rob Alexander and it's still just his word that he'll protect the housing around this property.

Action Taken: A motion was made by Commissioner Grissom to approve R-92-23 and Commissioner Lee seconded the motion. Roll call was taken and Mayor Pearson, Commissioners Grissom and Lee voted in favor. Commissioner Vetter voted against the Resolution. Motion passed.

RESOLUTION NO. R-93-23

A resolution awarding a contract to Double Jay Construction, Inc for the Downtown Tree Replacement Project

Introduction: Bob Graeser said the replacement of trees on Main Street is the beginning of the downtown improvement plan.

Commissioners Comments:

Commissioner Vetter asked if this is part of the \$600,000 that was budgeted for. Bob Graeser answered yes and that a design company is still working on street design, which will also come out of the budgeted amount. Commissioner Vetter confirmed that the city could move into the next phase with the remaining money.

Public Comment:

Tom Homan asked why the trees needed to be replaced. Bob Graeser said the trees are over 20 years old and we need a noninvasive species. Bob Graeser said there would be different species used.

Lorna Swisher was in favor of replacing the trees. She said not only do they attract birds, but they have grown so tall that they keep people from seeing the store fronts.

Action Taken: A motion was made by Commissioner Vetter to approve R-93-23 and Commissioner Lee seconded the motion. All were in favor and the motion was carried unanimously.

RESOLUTION NO. R-94-23

A resolution awarding a purchase order to Greystone Construction for the purchase and installation of a 41'x70' Britespan Atlas L8 Series Salt storage building for Public Works

Introduction: Brian discussed that the current building is over 30 years old, and the new building will be purchased through Sourcewell. The new building will sit in the same location as the existing one. The fabric that will be placed over the frame will have a 20-year warranty. The structure will store 980 tons of salt which is more than the current capacity.

Brian said he is requesting \$154,819 for this purchase and the planning commission approved the purchase.

Commissioners Comments:

Commissioner Vetter asked if this includes the demo and Brian said they'll do the demo in-house. Commissioner Grissom asked what advantage there is to using fabric for the cover, and Brian said the fabric has been used for over 20 years and will last two to three times longer. Commissioner Grissom asked if it could withstand wind and if there would be any concerns if it had to be relocated. Brian Brookhart said the structure can be moved.

Action Taken: A motion was made by Mayor Pearson to approve R-94-23 and Commissioner Lee seconded the motion. All were in favor and the motion was carried unanimously.

PUBLIC COMMENT

Melony Walker – Thanked the commissioners for the time they put in. Announced that this Thursday is “Third Thursday” and there will be a non-profit fair, history event, and other activities. It will begin after the Farmers Market. Commissioner Vetter said the civic band will play on Third Thursday but will move to the intermediate school in the event of rain.

Valerie Mullikin – Would like to help the city become a Hidden Hero City and a Purple Heart city. She also announced that she has informational packets to help veterans get hooked up with the Dayton VA.

Larry Hamilton – Would like to honor Wm McCollough and read a letter giving history. Commissioner Lee invited Larry to a Diversity Committee meeting so they could discuss this.

Roland Sourmail – Expressed that no one wants to come to Piqua. He said the city needs something in this town to bring people here. Mr. Sourmail said that if the people attending the meeting didn’t care, they wouldn’t be there.

CITY MANAGER’S REPORT

City Manager Oberdorfer clarified there was some crossover between the zoning, code enforcement, and the street department. When you look at the Street Levy, there are two funds that we use to cover street repairs and capital improvements. This has nothing to do with how zoning operates. They are two different sources, and they have nothing to do with one another. Before he gave an update on the pavement management program, he made another clarification. The Street Levy talks about resurfacing and resurfacing is basically a one size fits all to a mill and fill and an application of asphalt. What we’ve done is take it one step further and create a pavement preservation plan where you get more of your roadways taken care of for about the same amount of money. This year we’ve taken a different approach and Pavement Technologies will begin spraying a rejuvenator on the streets the week of July 24th, weather permitting. He explained how the process works and explained it is a lot cheaper than re-mill. Doing 3 to 4 times more pavement preservation than re-mill. We should touch every street over the next 10 years. Alleys will be paved in house until the budget runs out. In September the traffic on Market Street will be reversed and it will be announced on social media.

COMMISSIONERS COMMENT

Commissioner Lee thanked Rhonda Meckstroth and John Richards for their hard work and dedication. He also thanked Deb Stein for her work on handing out beautification awards. Kris mentioned that the kid friendly park that will be going in the Piqua Center will be investing a million dollars into Piqua. Commissioner Lee asked for clarification if all car ports are illegal in Piqua. Kyrsten said no metal carports are approved but there is a way to build a structure with a roof over it to protect your home. Kyrsten will work with anyone wanting to construct a carport out of building materials.

Commissioner Lee asked if there would be opposition to sit down with a group of people and have a peaceful conversation about the Rental Inspection Program. Frank Patrizio said he believes we’ve heard every argument and he’s working with the Board of Realtors. Frank said the same program was held up by a high court in Michigan. Commissioner Lee asked that the latest versions be available for citizens on the website. He wants open participation. He said he has received more positive phone calls this last week than against it. Commissioner Lee said he’s glad that everyone got a say because that’s the democratic process.

Commissioner Vetter said some of us are old enough to remember the hospital that was in town and now we should be proud of the development that occurred there. Jim Vetter said that the land where Bennett school stood is not as big of a piece of property as you think but he hopes we can do something good with it. Commissioner Vetter said he misspoke about figures he gave on Hance Pavilion, and they are now posted on the website.

Commissioner Grissom recognized Rhonda Meckstroth and John Richards for the good job they did as city workers. He also recognized Kathy Henne for donating flags for the boulevards. Chris Grissom said he is happy to say that all boards are filled, and it takes everyone to be involved. He appreciates everyone coming out and all the comments.

Mayor Pearson thanked everyone for coming out and hopes everyone comes Thursday to Third Thursday on Main Street. Mayor Pearson also thanked Rhonda Meckstroth and John Richard for their service.

ADJOURNMENT

A motion was made by Commissioner Lee to Adjourn the Meeting and Commissioner Vetter seconded the motion. All were in favor and the meeting was adjourned.

CINDY PEARSON, MAYOR

PASSED: _____

ATTEST: _____
MELISSA KINNEY
CLERK OF COMMISSION

ORDINANCE NO. O-6-23

AN ORDINANCE TO ADOPT CHAPTER 109: RENTAL HOUSING REGULATIONS

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

SEC. 1: Title XI: Business Regulations of the Piqua Code of Ordinances is hereby amended to adopt Chapter 109: Rental Housing Regulations, as shown on Exhibit A included herewith.

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

1st Reading – 6/20/2023

2nd Reading – 7/18/2023

3rd Reading – 8/2/2023

CINDY PEARSON, MAYOR

PASSED: _____

ATTEST: _____
CLERK OF COMMISSION

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

Mayor Cindy Pearson _____

Commissioner Jim Vetter _____

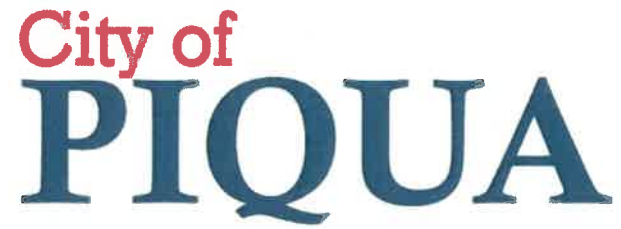
Commissioner Kris Lee _____

Commissioner Chris Grissom _____

Commissioner Kathryn Hinds _____

MEETING DATE	June 20, 2023		
REPORT TITLE	AN ORDINANCE TO ADOPT CHAPTER 109: RENTAL HOUSING REGULATIONS		
SUBMITTED BY	Chris Schmiesing, Community and Economic Development Director		
	Development Department		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input checked="" type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> Development Director		
BACKGROUND (Description, background, justification)	Citizens and elected officials have long expressed concern about substandard rental housing conditions in the community. The general nature of the concern is the negative economic and social impact substandard housing conditions have on the broader community interests. The community has an aging housing stock with many of these older structures having been converted to a rental product.		
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted \$:	\$280,000 estimated annual program fees collected	
	Expenditure \$:	\$260,000-\$340,000 estimated annual cost to operate program	
	Source of Funds:	Program registration/license fee 4,308 units x \$65 per unit = \$280,020	
	Narrative:	The fee structure is set up to be an annually recurring registration/license fee paid one time during the same calendar period each year. This provides for a predictable payment amount and schedule and assigns the cost of operating the program to the investors who own and operate the rental properties to be licensed and inspected, in lieu of having the expense be carried by the general fund.	
OPTIONS (Include deny /approval option)	1.	Approve of the adoption of the ordinance to allow the establishment of a rental housing inspection program.	
	2.	Disapprove of the adoption of the ordinance to disallow the establishment of a rental housing inspection program.	
PROJECT TIMELINE	First reading June 20, 2023, second reading July 18, 2023, third reading		

	August 1, 2023. Registration period Oct – Dec 2023, license issuance in Dec 2023 – Jan 2024, and inspections beginning in Jan of 2024.
STAFF RECOMMENDATION	Approve the proposed ordinance.
ATTACHMENTS	Proposed program regulations.



Rental Registration Program

June 20, 2023

CHAPTER 109: RENTAL HOUSING REGULATIONS

Section	
109.01	Definitions
109.02	Applicability
109.03	License application
109.04	License period
109.05	Inspection/certification of conditions
109.06	Fees
109.07	License issuance
109.08	Appeal

§ 109.01 DEFINITIONS.

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

Landowner, or Owner shall be defined as the owner of a residential property, or one of the owners of residential property, including but not limited to, the holder of legal title, the purchaser of a purchase contract and the vendor of a land contract.

Code Official shall be defined as the City Manager of the City of Piqua, Ohio or his appointed designees.

Residential Rental Property, Rental Housing shall be defined as real property on which is located one or more dwelling units leased or otherwise rented to tenants solely for residential purposes, or a mobile home park or other permanent or semipermanent site at which lots are leased or otherwise rented to tenants for the parking of a manufactured home, mobile home, or recreational vehicle that is used solely for residential purposes. "Residential rental property" does not include a hotel or a college or university dormitory. "Residential rental property" includes residential property under land contract or rent-to-own contracts.

§ 109.02 APPLICABILITY.

- (A) The City of Piqua recognizes the need to preserve and promote the quality of existing housing and to provide for safe and sanitary housing conditions for residential tenants. In furtherance of this objective, this chapter requires all owners of rental dwellings in the city to obtain a license annually for each rental dwelling unit. Rental dwelling units must be inspected by the City of Piqua to ensure compliance with any applicable local, state and federal laws and regulations at the initial time of application and once every three years following the initial inspection (as deemed necessary and practicable by the Code Official).
- (B) No owner of residential property located within the city shall rent, or seek to rent, any dwelling unit in such real property for any form of consideration unless he or she holds a valid rental license issued by the City of Piqua, in the name of the owner for the specific dwelling unit to be rented.
- (C) A copy of the issued rental license must be provided to the tenant of any rental property by the owner and will be kept on file at the Development Department.

§ 109.03 LICENSE APPLICATION.

Completed application. An owner shall apply for a rental license by filing a written application on forms provided by the City of Piqua. Such application form shall include the name of the property owner, the address and telephone number of the property owner, the name of the property operator, if any, and the address and telephone number of the property operator, the property address and other reasonable information needed to understand the interior layout of the structure, such as room numbers, types and sizes.

The application for a rental license shall be complete, and the owner is required to answer, to the best of their knowledge, all pertinent questions with respect to the conformance of the subject property to this chapter and to all other applicable ordinances, rules, and regulations related to the construction, condition and appearance of the dwelling unit.

§ 109.04 LICENSE PERIOD.

A rental license shall be valid for a one-year period except as provided hereinafter. An owner shall be required to obtain a new rental license at the expiration of the one-year period.

§ 109.05 INSPECTION/CERTIFICATION OF CONDITIONS.

- (A) Inspection. Each dwelling unit in the City intended to be rented, or sought to be rented, any dwelling unit in such real property shall be inspected (interior and exterior) by the Code Official in an effort to ensure compliance with any applicable local, state and federal laws and regulations to help ensure the safety and welfare of tenants living in the community.
- (B) Upon refusal of a tenant, occupant or owner to consent to the inspection required under this article, the Code Official shall issue a letter of inspection; and such letter shall state that the reason for the issuance thereof is the refusal to allow the inspection.
- (C) Within ten days of the date of the letter of inspection, the tenant, owner or occupant may appeal as of right to the Board of Zoning Appeals. The Board may reverse, modify or affirm any determination of the Development Department. Any person aggrieved by the decision of the Board may seek relief therefrom in any court of competent jurisdiction, as provided by the laws of this state.
- (D) If the tenant, owner or occupant does not appeal the letter of inspection under section (C), the tenant, owner or occupant has 30 days from the date of the letter to allow inspection of the property. If, after the expiration of the 30-day period, the tenant, owner or occupant refuses to allow inspection or demands a warrant for inspection, the Code Official shall obtain a warrant from a court of competent jurisdiction.
- (E) The Code Official, in an emergency situation has the right to enter a building or dwelling where reasonable grounds exist to believe that a condition hazardous to health or safety exists on the premises and requires immediate attention.
- (F) For the purposes of this administrative search warrant, probable cause in the criminal law sense is not required. Probable cause justifying the issuance of an administrative search warrant may be based not only on specific evidence of an existing violation, but also on a showing that reasonable legislative or administrative standards for conducting an inspection have been satisfied with respect to the particular property, including but not limited to the passage of time, the nature of the building, or the condition of the entire area.
- (G) During an inspection by the Code Official above, the inspection shall include the dwelling unit to be rented including the interior and exterior of any attached or detached accessory structures such as sheds or garages, for compliance with all ordinances, rules and regulations applicable to the construction, condition and appearance of the real property.
- (H) Access by Owner or Operator. Every occupant of a rental unit shall give, upon proper notice, the owner or operator thereof, or his or her agent or employee, access to any part of such rental unit at all reasonable times for the purpose of effecting such maintenance, making such repairs or

making such alterations as are necessary to effect compliance with any lawful notice or order issued pursuant to the provisions of the applicable City codes.

- (I) **Access by Code Official.** At all times, regardless of license status, the Code Official or his or her duly authorized designee is hereby authorized to conduct inspections of any rental unit within the City in order to perform the duty of safeguarding the health, safety and welfare of the occupants and the public under the provisions of this chapter. The Code Official shall first make a reasonable effort to locate the owner/operator or other person having charge or control of the rental unit and request entry, giving a minimum of 24-hour notice in the absence of evidence to the contrary. The Code Official will schedule the inspection so that the owner/operator or its representatives can be present during the inspection. The owner/operator shall contact the occupant (if any) of each unit and schedule a date and time for the inspection in accordance with the times made available by the Code Official. The Code Official shall also provide occupant notice of the inspection date and time when scheduled by mailing the notice to the rental unit address. In addition, the owner/operator shall give notice of the inspection date and time, pursuant to Ohio R.C. 5321.04(A) and 5321.05(B), to the occupants who are subject to the inspection. The Code Official shall at such time of inspection:
- a. Identify himself or herself and his or her position;
 - b. Explain why entry is sought;
 - c. Explain that the owner/operator, occupant or other person(s) having charge or control of the rental unit may refuse entry without a search warrant;
 - d. The Code Official shall provide documentation of any code violation discovered within ten days after the inspection.
 - e. The Code Official shall follow enforcement procedures as specified by the International Property Maintenance Code, as adopted or amended within Title XV of the City of Piqua Code of Ordinances. The owner/operator shall have the opportunity to correct noted violations in accordance with these provisions.
- (J) **Search Warrant.** No owner/operator or occupant or any person having charge, care or control of a rental unit shall fail or neglect, after presentation of a search warrant, to properly permit entry therein by the Official or his or her duly authorized designee for the purpose of inspection and examination pursuant to this chapter. If the owner/operator demands a search warrant, the Code Official may enter the property between the hours of 8 AM and 5 PM Monday through Friday without notification to the owner/operator.

§ 109.06 FEES.

The owner shall pay an application fee of sixty-five dollars (\$65.00). The application fees shall cover the costs of inspections, licensing and other activities associated with the administration of this program; the cost incurred by the Code Official in reviewing any application and conduct inspections as required; one re-inspection or certification in the event that code violations are identified. This fee structure shall be reviewed yearly prior to the submittal of the city's annual budget and adjusted if necessary and appropriate.

§ 109.07 LICENSE ISSUANCE.

(A) *Rental License.* The Code Official shall issue a rental license to an owner who:

- (1) Pays the application fee required in this section;
- (2) Files a written application in accordance with this chapter;
- (3) Complies with this chapter and the rules, regulations and ordinances applicable, including the version of the International Property Maintenance

Code as adopted, the Ohio Residential Code, the Ohio Basic Building Code, the City of Piqua Development Code, and other codes adopted regulating property maintenance as well as the safety of structures and incidental equipment and mechanicals.

- (4) Has no outstanding fees due and owing pursuant to this section and does not have any delinquent fines as the result of a conviction for the failure to comply with any chapter of the Piqua Codified Ordinances.
- (5) Has no delinquent or unpaid taxes or assessments on the property so licensed, whether in Owner's name or prior occupant's name.

(B) Denial of license. The Code Official shall not grant a rental license if he/she determines the requirements referenced in section 109.07(A) have not been satisfied or if the dwelling unit to be rented constitutes a threat or danger to the health, safety or public welfare of the community or the inhabitants or potential inhabitants of the dwelling unit to be rented. The Code Official may give notice of intent to revoke a rental license at any time he or she determines a continued nonconformity constitutes an immediate threat or danger to the health, safety, or public welfare of the community, or the inhabitants or potential inhabitants of the dwelling unit to be rented, and the owner may not rent the subject property until a rental license is issued in accordance with this chapter.

Any denial or revocation of a rental license shall be set forth in writing providing the reasons why the dwelling unit to be rented does not conform to this chapter. The denial or revocation of a rental license shall be subject to the appeal procedure provided for in 109.08 of this chapter.

§ 109.08 APPEAL.

- (A) Appeal. Any decision or issue raised by action of the Code Official under this chapter is subject to appeal to the Board of Zoning Appeals by filing a written notice of appeal with the board within 30 days after receipt of a written notice or letter by the Code Official of noncompliance or refusal to issue a license. Such appeal hearing shall take place at a scheduled meeting of the Board within sixty (60) days after receipt of the written notice of appeal.
- (B) Stay of Proceedings. Upon the proper filing of a written notice of appeal pursuant to §109.08 (A), an administrative stay shall be issued such that no rental license may be revoked until the Board of Zoning Appeals issues a decision.
- (C) Further Appeals. An owner may seek judicial review of an adverse decision by the Board of Zoning Appeals in the Miami County Court of Common Pleas pursuant to the provisions of Ohio R.C. Chapter 2506 governing administrative appeals.

§ 109.999 PENALTY.

It shall be unlawful to rent any real property located in the city of Piqua without a rental license. Any landlord or owner who rents a rental property without the proper rental license shall be guilty of a misdemeanor of the first degree to be prosecuted under appropriate state law. Each day the violation continues shall be considered a separate offense.

<p>Comment:</p>
<p>MAKING A LANDLORD PERSONALLY GUARANTEE A TENANTS UTILITIES IS NONSENSE. THAT LEAVES NO RESPONSIBILITY ON THE CITIZEN RECEIVING THE UTILITIES TO PAY THEM.. THE UTILITY DEPARTMENT ALREADY RECEIVES A DEPOSIT BY THE MAJORITY OF CUSTOMERS. THAT DEPOSIT IS ALSO FORFEITED ANYTIME A PAYMENT IS LATE OR MISSED...THIS WILL CREATE A LARGER HOMELESSNESS PROBLEM BECAUSE A LOT OF LANDLORDS WILL LIMIT THEIR EXPOSURE TO THIS ABSURDNESS AND EVICT ANYTIME PEOPLE ARE LATE OR PAST DUE ON UTILITIES BILLS..</p>
<p>How would it work with new rules? One with land contract, one with land lease and one in their name but we hold mortgage</p>
<p>I think this is a great program. Every person deserves to live in a safe residence. The inspection program will insure that properties are habitable, and are a safe environment for people to live.</p>
<p>State Law requires owners of rental properties in counties with populations >100K to register their rental properties with the County Auditor. Suggest that the City of Piqua recommend to the County Commissioners that the County Auditor establish rental property registration on their website for the same purposes as the larger Ohio Counties. Suggest the required information to the City of Piqua rental registration be the same as the State of Ohio registration requirements. Specifically, the ordinance 150.202 (A) and (B) requirement for a floorplan should be deleted in its entirety as you are not building the rental properties, only inspection. The floorplan requirement is not required by the State of Ohio, and this is not necessary.</p>
<p>Section 8 housing in Piqua should not be required to be inspected by the City of Ohio. The federal government inspect Section 8 Housing. The idea of having multiple inspectors of the same property by the government is costly, inconvenient, and violates a citizen's rights to unnecessary searches (inspections for facility issues. Suggest your city inspector use the HUD Inspection Checklist form HUD 52580 - latest version.</p>
<p>The \$75 rental registration fee is excessive (note: \$75 as the amount of the fee was not in the Ordinance and only verbally stated by Mr. Schmiesing in the presentation - the fee should be put in writing for citizens to understand what the City of Piqua is proposing - what is the fee going to be?). The State of Ohio does not require this registration fee. The income from this registration fee: 4,350 rental properties times \$75 equals \$326,250. You probably will be charging for re-inspections, also, so your total income could easily exceed \$500,000. Since the landlords are just going to pass on this cost to the renters, this is a significant tax on lower income citizens. I understand that program is to be cost neutral to the City of Piqua. The program could easily be cost neutral by charging \$75 for reinspection, only. The amount of income would be 2,000 re-inspections times \$75 equals \$150,000 or more. A quick search on the internet and you find that the City of Centerville already administers their program by only charging for re-inspections. Centerville, also, have an excellent checklist on their website of common areas to look for in preparation for the rental inspection. Suggest the City of Piqua investigate establishing such a common issues checklist if this program is implemented. BTW: It is unlikely that re-inspections could be charged to the renter directly as it is part of a facility capital investment and would be amortized as a facility cost by the landlord. Also, the City of Piqua should charge reinspection fees to owner operated properties. Housing maintenance should be a City of Piqua program and failure to comply requiring a re-inspection should be at the cost of that citizen who owns the property - landlord or owner-occupied. It is bad public policy to penalize owners who maintain their properties; however, it is good public policy to charge owners who fail to maintain their property for a re-inspection. Additionally, charging the fee of \$75 every year and only inspecting every three years - essentially, you are charging \$225 for an inspection that nobody wants and if nothing is wrong, nobody needs. This inspection should be contracted out. HUD contracts out their inspections. The City inspection is too expensive.</p>
<p>Why should landlords be the guarantor when utilities are in the tenant's name? The landlords are not using the utilities. Any loss to the City for not recovering utility fees from renters is a cost of doing business. The City needs to do a good job of following up with tenants to recover utility costs. The City should contact the landlord before cutting off utilities on their properties and allowing the landlord to assume the account.</p>
<p>The presentation should make clear which properties are not included in the registration requirement. The State of Ohio has definitions that clearly omit nursing homes (inspected by different organization), etc. Suggest you refer to the State of Ohio definitions for the State of Ohio rental property code requirement.</p>
<p>The City of Dayton charges \$75 for re-inspection. I will forward a copy of their ordinance to Krysten French for your consideration on the re-inspection ordinance language. It kind of makes sense to charge for re-inspection and you should recover enough to cover the costs of the program.</p>
<p>I am very upset that this Rental License Permit Ordinance violates property rights Tenants right to privacy and is nothing more than a financial way to run Mr. Patrizio's personal control of citizens and investors rights. This will open a can of worms that will snowball out of control. Utilities Grantor requirement is not responsibility o property owner when in tenants name that is the utility office to screen their customers if they can't operate that city business then get outside company to run it. there are so many things wrong with this program it is a disgrace of the Piqua Government operation. This is a Socialistic form of regulation.</p>
<p>Please do not let this shame the reputation of Piqua.</p>
<p>I have many more comments but this is far from over.</p>
<p>Chuck Starrett</p>
<p>I am TOTALLY against this ordinance. Piqua has ENOUGH ordinances that you don't even enforce. Enforce the current ordinances and it will take care of the issues.</p>
<p>I do not support this ordinance. I don't know of any other community that police's landlords to this level. It infringes on the right to privacy of renters and will create higher monthly rent payments, all targeting the renters, not the landlord.</p>
<p>I am AGAINST this ordinance. It only increases revenue that will be misused by The City of Piqua and creates unaffordable housing for the tenants that reside in this city.</p>
<p>I am totally against this tenant ordinance.</p>
<p>I am totally against this tenant ordinance.</p>
<p>I'm against this ordinance.</p>
<p>As a home health care RN, I live in Piqua and have been in many rental properties to see patients. I think this is a great idea for rental properties, it keeps landlords in check to keep living conditions updated and provide livable housing options for our community.</p>
<p>I am totally against this rental ordinance.</p>
<p>I do not approve of this</p>

On the program - I mention foreseeable unintended consequences.

I think every government has a duty to ensure its citizens are protected, however, in regards to private contracts (rental agreements) I do believe that the free market will regulate itself. The lowest class of rental properties available in Piqua house the very unfortunate, addicted, and/or those in extreme poverty. However, regardless of how anyone views this segment of the population there is one undeniable fact, the people in these socioeconomic conditions are immobile due to their lack of income and ability to produce or provide for themselves.

The notion that we can regulate poverty and disenfranchised people out of our community is not one that holds any factual basis. I feel that this program is saying it wants to protect the tenant but is actually trying to regulate the lower portion of the population out of Piqua. I've heard that St. Mary's Development Corp. wants to build another housing project in Piqua, but the City won't let them. This is exactly what Piqua needs, a housing opportunity for the lower economic portion of our population. I'm not sure if this anecdote is factual but the idea of keeping the poor people out is a strong notion within the rank and file of the City Government.

Everything in a market economy comes down to supply and demand. This program will undoubtedly reduce the supply of rental housing. This will have the following effects, rents will increase on the remaining properties, property values will likely increase, condemnations of existing inventory will increase, off market and MLS listing of distressed properties will increase, lowering the price of fixers.

This, on its face value, sounds like a dream to an investor and undoubtedly I and others in this space will benefit financially from it.

There is the other side of the coin that we must address. See, I grew up in poverty and moved over 20 times from my birth until I graduated high school. Moving was never a function of moving up in status, rather out of necessity because rent wasn't being paid and eviction was just around the corner or due to domestic disputes and fleeing one bad situation for another - often taking whatever space we could get fast and at the price we could afford.

The lower earning portion of the population is seeing a major decline in their quality of life. There isn't enough housing assistance in Miami Co. to address the demand and it's often too expensive to build affordable housing without massive tax credits or federal incentives. This rental regulation program will have the positive effects listed above but it will also increase the number of homeless people which will become a crisis in our community. The landlords that deal in that segment of the population are the last chance for most people to have a roof over their heads. I understand that the prevailing thought is, they will simply Programs that require owners of rental dwellings that requires them to obtain a license annually for each rental dwelling unit. and required inspections will result in an additional burden on rental owners that will result in less affordable housing. For example, section 8 inspectors abuse their position as inspectors and drive owners of rental properties out of their program. This law if passed will be challenged.

As the city attempts to pressure and remove the small private landlords from the city of Piqua they should really use caution when welcoming the commercial and large scale landlords. The same group who bought all the Lima area rentals are now buying properties by the dozen in Piqua and it will be bad for the city. Look no further than published reports in Yahoo of how Lima, Ohio city leaders are now urging private landlords to buy properties because The large Hedge fund backed landlords could really care less to what becomes of the neighborhoods they create and what becomes of the city when they remove their rental tax money from our local economies. Piqua should use some common sense and try not to break the backs of every local investor because when they all sell out to the corporate landlords Piqua will have little to no influence on what they do whatsoever. My suggestion is Piqua should meet with their private landlords and try to resolve this stuff instead of having a "public work session and then refusing to let any public comment be made at the meeting"...

I am very concerned that this Rental License Proposed Ordinance is way over regulated and will be a violation of property rights and business negativity. This is more of a tax and spend issue also to grow government employees and expense. There is plenty of regulations in affect now to handle housing concerns as have been enforced lately.

Stop this Bulling tactic before there is more negative outlook of Piqua.

Charles. Starrett

Would like to know more about the rental registration program in Piqua Oh

We are completely against this inspection program.

If my comments are posted online for public viewing, I'm requesting that my name be withheld.

I'm opposed to your rental registration program proposal and legislation for reasons that are nearly too numerous to list. However, I'll briefly cover a few here.

I finally took the time to carefully read through the actual ordinance and found a significant mistake that should've been caught by one of your employees before you posted it to the internet. And now it's been up there for greater than 30 days. Someone should have caught this long error before now.

In your draft of the proposed ordinance, the most important word in the last sentence of 150.207 (A) is clearly the WRONG word. Does anyone proofread anything that you publish?

Where it says, "grantor" it should instead say "guarantor".

Regardless, instead of correcting the error, just remove the entire section because that section would never survive a challenge in court.

If you want to replace it with language that says if the landlord agrees to co-sign as a guarantor for the tenant, that would be acceptable. But you can't force a landlord to assume liabilities that a tenant incurs. If you don't want to provide services to a tenant, that's your right, but it's solely your responsibility to make sure that you collect the money owed to you from YOUR customers.

If you want to ensure that you're going to be paid, then make sure you collect a big enough deposit when any customer of yours signs up to receive services. And if you think otherwise, then where is your legislation that requires residents that own their homes but have a record of paying their utility bills late need to have a guarantor?

"Table A" that is supposed to include the proposed fees to be assessed was supposed to be included in the "Appendix" in the draft of the ordinance, but in the "4/24/2023 DRAFT" PDF (which was the only one ever made available for download on the rental registration program informational web page), there's neither a "Table A" nor an "Appendix" included.

I've endured 3 years of unimaginable declining health due to PASC (Post acute sequela SAR-Cov2) neurological, vascular, gastrointestinal, and many other extreme problems do to my entire small fiber nervous system being badly damaged from a Spring 2020 Covid infection. I was also diagnosed with moderate to diffuse large

consider having the inspections done, 4-7PM during the week as opposed to cutting off at 5PM. Consider inspections scheduled 9AM to noon on Saturday. Reason: Hourly workers will have to take time off without pay for inspections during the week. This could cause the citizen \$100+ for inspections and re-inspections due to lost wages if the inspections are not conducted after the City of Piqua normal working hours.

Consider having the person who signs up for utilities do the rental registration requirement.

Unsafe, living conditions

Inspections and demolishing patios

There is no need for this program this is just another overreach of the city getting into the businesses of local people an another way for the city to earn an collect money which they already get enough money from the taxpayers in the city... plus double dipping for school taxes which should be taken out of the city of taxes. This power Trip needs to stop. Plus all the money you already collect from all the City taxpayers you're not using it for any projects within the city. The city of piqua roads and side streets has potholes everywhere. This is another attempt for a the city of piqua officials to collect money to line their pockets.

I have a duplex that has new central heating, new plumbing, flooring. The interior is healthy and safe. Windows open, but most are old and need a stick to prop open. Exterior needs paint. These are not health/safety issues, and my tenants pay a very reasonable rate and are happy. This proposed policy concerns me. What if flagged infractions are too costly or take a lot of time to complete. What options do owners have? And 109.999 PENALTY sounds very threatening. Depending on the reasonability of the city and inspections, I feel that many decent rentals, like mine, may become vacant and either left dormant or sold off. I'm not sure the hassle, cost, and regulation are worth it and I would hate to throw my renters out due to a difficult regulatory process. I understand that there are substandard units in the city. I also understand that any renter can submit complaints in such matters. So why do we need something like this? Why not go after the bad actors?

I would like to submit the following three comments:

1. The additional fees and restrictions associated with rental licensing will cause the rental supply to shrink as Landlords pull out of their investments.
2. This type of regulation will reduce incentive for investors to put their money to work in Piqua. They'll begin to look elsewhere for profitable investments.
3. Small time landlords with limited cash flow may shy away from an inspection process that could add unnecessary costs. We may wind up with an increase in out of town companies owning Piqua rentals. Most local, small-time landlords have an interest in our community whereas many out of towners do not. So even if the "quality" of the overall rental property improves, the quality of the renters will not. Out of towners have no personal stake in the community, which is sometimes reflected in their renters.

This is an incredibly shortsighted idea and does not take into account a multitude of potential issues. Yes, safe rentals are needed for renters, but this is not the way to do it.

Questions about this rental regulation program:

1. What is the exact timeline for forcing property owners to make potentially costly repairs? Six months? A year? How long will owners have to come up with \$10,000+ for new siding, windows, or other expensive upgrades? Since you mention penalties for failing to adhere to the new rules, property owners have a right to know EXACTLY what is expected of them and how long they have to comply for each type of repair.
2. Will there be any kind of grants or financial assistance for repairs? Many property owners may only have a unit or two – their profit margins are incredibly low. Thousands of dollars worth of repairs are just not feasible for many property owners.
3. What happens if a tenant destroys a unit while living there? It can be very difficult to remove a destructive tenant and it is a very time-consuming process to get the place back into a livable condition. A former tenant of ours burned the carpet, broke windows, and left the place stuffed full of garbage, all while refusing entry. It took months to get them out of the property. What is the timeline for making repairs to the unit after they leave? Do property owners get punished if they don't move fast enough to repair someone else's destruction?
4. Are you prepared for the large influx of homes that will go on the market if this rental registration program goes through? Many people may decide that it is not financially possible for them to make a large number of repairs in a short amount of time. When that happens, those homes will go on the market, and they will no longer be housing renters. Seems to me like this would be the opposite of what this rental registration program supposedly aims to do.

As I said above, safe rental units for tenants are absolutely crucial, but this is not a good way to achieve that goal.

RESOLUTION NO. R-95-23

**A RESOLUTION FOR CONSENT TO ACCEPT OHIO
DEPARTMENT OF DEVELOPMENT GRANT FOR \$100,000
FOR RIDGE STREET WATER UPGRADES**

WHEREAS, the State of Ohio, through the Ohio Department of Development, distributes monies from the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Program; and

WHEREAS, the City of Piqua was accepted for funding from the (SLFRF) Program for \$100,000;

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 Commission of Piqua, Ohio approves accepting the funding.

SEC. 2: The City Manager or his designee is hereby authorized and directed to execute the bidding and construction of the Ridge Street Water Upgrades, by December 31, 2024.

SEC. 3: The City of Piqua does agree to obligate the funds required to satisfactorily complete the proposed project and become eligible for reimbursement under the terms and conditions of the (SLFRF) Program.

CINDY PEARSON, MAYOR

PASSED: _____

ATTEST: _____
MELISSA KINNEY
CLERK OF COMMISSION

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

Mayor Cindy Peason _____
Commissioner James Vetter _____
Commissioner Kris Lee _____
Commissioner Chris Grissom _____
Commissioner Kazy Hinds _____

Commission Agenda Staff Report

MEETING DATE	August 2, 2023		
REPORT TITLE	A RESOLUTION FOR CONSENT TO ACCEPT OHIO DEPARTMENT OF DEVELOPMENT GRANT FOR \$100,000 FOR RIDGE STREET WATER UPGRADES		
SUBMITTED BY	Name & Title: Kevin Krejny, Utilities Director		
	Department: Utilities		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution - X
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager -X		<input type="checkbox"/> Acting Finance Director -X
	<input type="checkbox"/> Department Director - X		<input type="checkbox"/> Law Director -X
	<input type="checkbox"/> Other:		
BACKGROUND	Piqua has received \$100,000 toward the completion of Ridge Street Water Upgrades, from Ohio Department of Development, Water and Wastewater Infrastructure Program. This was applied for in 2021, along with four other projects, as part of Cares Act Funding. In the third round of projects, this project was selected. The project was designed a few years ago. It will be bid out very early in 2024, and would expected to be completed in summer of 2024. It upgrades a 2" line to an 8" water line. Also, hydrants and valves are added for better water system service, pressure on the infrastructure in this area. 2022 CIP addressed this as a desired project after community and commission input.		
BUDGETING AND FINANCIAL IMPACT	Budgeted \$:	\$	
	Expenditure \$:	\$	
	Source of Funds:	403- Water Fund will support the remaining costs after grant money. Estimated total project costs \$240,000	
	Narrative:	There is no cost to accept to this grant.	
OPTIONS	1.	Approve the Resolution and accept grant and perform project	
	2.	Do not approve the Resolution	
PROJECT TIMELINE	Project completion by December 31, 2024.		
STAFF RECOMMENDATION	Approve the resolution		
REASON FOR SELECTING CONSULTANT/COMPANY	N/A		
ATTACHMENTS	Exhibit A – ODOD agreement		

Ohio Department of Development
Water and Wastewater Infrastructure Program
Grant Agreement

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

Statement of the Agreement

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

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

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

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

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

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

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

15. Termination

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

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

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

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

- d. **Other Legal Remedies.** Pursue any other legal or equitable remedies Grantor may have under this Agreement or applicable law.
- e. **Remedies Cumulative.** No remedy provided to Grantor under this Agreement or otherwise by law or in equity is exclusive of any other available remedy. No delay or omission by Grantor in exercising any right or power accruing upon any default shall impair any such right or power or be construed as a waiver, and each such right or power may be exercised from time to time as often as may be deemed by Grantor to be expedient.

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

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

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

- b. **Entire Agreement.** This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.
28. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
29. **Pronouns.** The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
30. **Headings.** Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement
31. **Counterparts; PDF Accepted.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") shall be deemed to be originals for purposes of execution and proof of this Agreement.
32. **Notices.** All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

In the case of Grantor, to:

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

In the case of Grantee, to:

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

Signature

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

Grantee:

Piqua, City of

Authorized Official

Printed Name:

Title:

Date:

Grantor:

State of Ohio

Department of Development

By:

Printed Name:

Title:

Date:

Grantee Must Enter Unique Entity Identification (UEID) Information			
UEID:		Expiration Date:	

EXHIBIT I

Scope of Work/Grant Application

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

EXHIBIT II

Reporting

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

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

EXHIBIT III

Contract Provisions

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

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

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

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

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

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

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

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

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

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

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

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

(J) See §200.322 Procurement of recovered materials.

EXHIBIT IV

Special Conditions

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

Pursuant to Section 57 of the Piqua City Charter, I hereby certify to the City Commission that the money required for the contract, agreement or obligation identified in Resolution No. R- -23 is anticipated to come into the City Treasury to the credit of the Water Fund (403) from which it is to be drawn and that it is otherwise unencumbered.

A Resolution requesting authorization to enter into an Agreement with The Ohio Department of Development (ODOD), for \$100,000 for the construction of Ridge Street Water Upgrades.

The project will be bid out soon and be completed by 12/31/24. Preliminary cost estimates for \$217,000 with 10% contingency are expected.

Engineering Staff and Utility Staff will oversee the project along with all requirements of the ODOD grant.



7/25/23

Charlotte Colley

Date

Acting Finance Director

RESOLUTION NO. R-96-23

**A RESOLUTION ADOPTING SEWER FUND
BALANCE GUIDELINES**

WHEREAS, the City of Piqua provides water, sewer, and storm utility services, for residential, commercial, and industrial customers, and these three services have separate funds to provide these services; and

WHEREAS, Piqua sewer funds are required to be financially sound and credit worthy to provide financial support for continuous operations and fund infrastructure projects that maintain continuous operations to customers; and

WHEREAS, Piqua measures the financial soundness and creditworthiness to its customer and potential lenders through fund cash reserves; and

WHEREAS, adoption of the Sewer Fund Balance Guidelines will ensure the City of Piqua's can provide services to customers.

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 Sewer Fund Balances Guidelines (attached hereto as "Exhibit A") are hereby adopted.

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

CINDY PEARSON, MAYOR

PASSED: _____

ATTEST: _____
MELISSA KINNEY
CLERK OF COMMISSION



Commission Agenda Staff Report

R-96-23

MEETING DATE	August 02, 2023		
REPORT TITLE	A RESOLUTION ADOPTING WATER, SEWER AND STORM FUND BALANCE GUIDELINES		
SUBMITTED BY	Kevin Krejny, Utilities Director		
	Water, Sewer, and Storm Funds		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution X
	<input checked="" type="checkbox"/> City Manager		
	<input checked="" type="checkbox"/> Underground Utility Director		
BACKGROUND	<p>The Utilities Department (UD) manages three funds that provide services to water, sewer, and storm customers for the City of Piqua and some adjacent customers. UD oversees daily operations and maintenance of the related infrastructure. Financially the UD needs to maintain adequate funds to provide these ongoing and continuous services. The funds include personnel, debt, chemical, utilities and repair/replacement projects to ensure continued services.</p> <p>Having a secured cash reserve, managing rates, and planning for capital improvement projects, for upcoming years can be a complicated financial formula. Defining optimal and minimum funds guidelines can offer a solid foundation for future financial planning of the UD.</p>		
BUDGET FINANCIAL IMPACT	Budgeted \$:	Not directly budgeted, costs split between water, sewer, and storm funds from operation funds	
	Expenditure \$:	One time cost to develop guidelines, not to exceed \$20,000	
OPTIONS	1.	Approve the resolution and use these guidelines	
	2.	Deny the resolution	
PROJECT TIMELINE	Completed in July/August 2023		
STAFF RECOMMENDATION	Approve the resolution to establish these fund financial guidelines and use the formulas to help steer the amount of cash reserves available for the three funds (403/404/411)		
ATTACHMENTS	Exhibit A, Water, Sewer, and Storm Financial Guidelines Exhibit B, Example calculation spreadsheets for funds (403/404/411)		

July 17, 2023

Mr. Kevin Krejny
Utilities Director
City of Piqua
201 W Water Street
Piqua, OH 45356

**RE: Develop Water, Sewer, and Storm Enterprise Funds Fund Balance Guidelines
Work Order No. 9302.013**

Dear Mr. Krejny:

The City of Piqua, Ohio (City) requested that Sawvel and Associates, Inc. (Sawvel) prepare Fund Balance Guidelines for its Water, Sewer, and Storm Enterprise Funds. City staff have indicated an urgency to prepare the Sewer Fund Guideline before the Water and Storm Enterprise Funds. This letter summarizes Sawvel's review of the Sewer Fund and suggests an appropriate Fund balance level for the City to consider.

BACKGROUND

We understand that the City would like to establish Fund balance guidelines for the Water, Sewer and Storm Enterprise funds. At year-end 2022, the Sewer Fund balance was approximately \$12.7 million. We understand that the City is questioning if this level is appropriate. The City has indicated that it would like to follow a similar approach to the Fund Balance Guidelines as is used for the Piqua Power System fund balance guidelines. Sawvel assisted with developing the Piqua Power System fund balance guidelines.

PURPOSE

The purpose of this assignment is to:

1. Develop Fund Balance Guidelines for the City Sewer Fund.
2. Follow the example and approach for the Piqua Power System Fund balance guidelines.
3. Provide a report with the suggested Fund Balance guideline formula.

APPROACH

The approach involved the following steps:

1. Collect, and review projected operating expenses, capital improvements, debt service and revenue for the Sewer fund.
2. Review and understand property insurance and related deductibles for the Sewer fund.
3. Request and consider information about monetary damages that could occur if a natural disaster or other major event caused damage to Sewer facilities.
4. Develop a multi-component formula to estimate an appropriate fund balance guideline.
5. Prepare a letter report that explains the fund balance guideline.
6. Present the fund balance guidelines to City representatives.

SEWER FUND EXPENDITURES

The Sewer Enterprise Fund major assets include the Wastewater Treatment Plant (WWTP), seven lift stations and approximately 120 miles of underground sewer infrastructure. City staff have indicated that the WWTP was recently upgraded, and several lift stations were recently completed. These expenditures were funded from borrowing from entities such as the Ohio Water Development Authority. We understand that the Sewer Fund is currently planning to fund projected improvements and renewals and replacements from cash reserves and not from future borrowings as shown in its Sewer Fund Ten Year Cash Forecast dated April 6, 2023, and as communicated by City staff.

Sawvel reviewed the Sewer Fund Ten Year Cash Forecast to obtain projected Sewer fund expenditures. The forecast shows costs associated with the operation, maintenance, financing of improvements, and renewing and replacing facilities of the sewer utility system. The major Sewer Fund expenditures from that forecast are as follows:

1. **Operation and Maintenance Expenses** – These expenses include the cost of sludge disposal, electricity, operation and maintenance, labor and benefits, materials and supplies, administration, and other related items necessary to operate and maintain the sewer utility system. The 2023 projected operation and maintenance expenses were approximately \$2.8 million.
2. **Debt Service Payments** – Payments for interest and principal on outstanding indebtedness which are payable from net operating revenues. The 2023 projected debt service payments were approximately \$2.6 million.
3. **Capital Expenditures From Revenues** – These expenditures are necessary to make facility renewals, replacements and additions, motor vehicle purchases and other capital improvements that are not financed with borrowed funds. The 2023 projected capital expenditures from revenues were approximately \$600,000. Capital expenditures are projected to increase in future years to \$1,000,000. Actual capital expenditures may vary from the City's forecasted expenditures depending on fluctuations in actual capital needs and may also increase from the effects of inflation.
4. **Customer Revenue and Other Income** –The 2023 projected Customer Revenue, Miscellaneous Revenue and Interest Revenue was approximately \$6.7 million.

The sum of the above cost components (1-3) represents the total cost of the Sewer utility system. The total cost of 1 through 3 above is approximately \$6 million. The projected year-end margin is approximately \$700,000. The year-end margin would be deposited in the Sewer fund.

FUND BALANCE GUIDELINE DISCUSSION

Sawvel considered several items to craft an appropriate fund balance guideline for the Sewer system. There are several reasons to maintain a healthy fund balance aside from general business prudence. Reserve funds can be useful for items such as extraordinary operating expenses, unusual declines in revenues, and unexpected replacement of major (expensive) equipment. If such events cause a shortage of cash, reserves set aside to pay for debt payments and capital improvements ensure that the utility continues to meet its obligations and continues to provide service to its customers. It is also important for utilities to maintain financial flexibility so that sudden rate

increases are not necessary to meet cash flow requirements. Having an adequate fund balance can help to smooth rate increases and stagger rate adjustments for customers of the utility.

The cash reserve guidelines proposed in this report should be set to allow reserves to fluctuate upward from the guidelines. The decision to hold more money than the established cash guidelines should be based on the assessments of uncertainties and other financial policies such as:

- The financial risk facing the utilities.
- Rate setting policies
- Debt policies (no new debt)
- Future capital improvements needed by utility.

The adequacy of the guidelines may be reviewed by the City each year and modified if appropriate when circumstances change.

| SUGGESTED FUND BALANCE GUIDELINES

The following are guidelines for the Sewer system to use for calculating an optimal level for its fund balance. Minimally an annual review at budget time/year-end should be completed to calculate the balance in accordance with the below guidelines.

1. **Twelve months of operating expenses** provides reserves for expenses. The ratio of operating funds in reserve to operating expenses is considered by financing entities and credit rating agencies.
2. **Two years of capital expenditure** provides the City funds for unplanned capital improvement projects that may exceed funds available from annual revenues. For instance, new equipment or repair and replacement of a lift station or of sewer lines could be funded from this reserve. For purposes of the Fund Balance calculation, capital expenditures should be estimated 5 years into the future and an annual average expenditure for the 5 year period may be used to ensure that adequate cash is available for potential fluctuating capital expenditure needs.

3. **One year Debt Service Reserve** provides funds to ensure the City meets its debt obligations and to be used to fulfill reserve requirements that may be stipulated in future financing arrangements.

4. An **Emergency fund of \$1,000,000** provides funds in case of a catastrophic event that would require the City to replace self-insured assets and to pay the deductible on insured assets. City staff have indicated that \$1,000,000 would be an appropriate amount of emergency reserve for the Sewer system if a large component were to be damaged.

EXAMPLE FUND BALANCE CALCULATION

Using the projected 2023 expenditures and the Fund Balance Guideline above, twelve months of operating expenses is \$2.8 million, two years of capital expenditures is \$1.2 million, one year of debt service is \$2.6 million. Adding these together results in \$6.6 million plus \$1 million for emergencies is \$7.6 million. This calculation can be applied to the Sewer Fund Ten Year Cash Forecast to project the fund balance for future years. As mentioned above, one can normalize or use an average of projected capital expenditures to ensure that there is adequate cash available for future capital expenditures if money will not be borrowed in the foreseeable future.

Sawvel appreciates the opportunity to assist the City with its Sewer Fund Balance Guideline. If you have questions, please let me know.

Sincerely,



Donald E. Gruenemeyer, P.E.
President

DEG:dmd

RESOLUTION NO. R-97-23

**A RESOLUTION ADOPTING STORMWATER FUND
BALANCE GUIDELINES**

WHEREAS, the City of Piqua provides water, sewer, and storm utility services, for residential, commercial, and industrial customers, and these three services have separate funds to provide these services; and

WHEREAS, Piqua Stormwater funds are required to be financially sound and credit worthy to provide financial support for continuous operations and fund infrastructure projects that maintain continuous operations to customers; and

WHEREAS, Piqua measures the financial soundness and creditworthiness to its customer and potential lenders through fund cash reserves; and

WHEREAS, adoption of the Stormwater Fund Balance Guidelines will ensure the City of Piqua's can provide services to customers.

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 Stormwater Fund Balances Guidelines (attached hereto as "Exhibit A") are hereby adopted.

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

CINDY PEARSON, MAYOR

PASSED: _____

ATTEST: _____
MELISSA KINNEY
CLERK OF COMMISSION

MEETING DATE	August 02, 2023		
REPORT TITLE	A RESOLUTION ADOPTING STORMWATER FUND BALANCE GUIDELINES		
SUBMITTED BY	Kevin Krejny, Utilities Director		
	Stormwater Fund (411)		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution X
	<input checked="" type="checkbox"/> City Manager		
	<input checked="" type="checkbox"/> Underground Utility Director		
BACKGROUND	<p>The Utilities Department (UD) manages three funds that provide services to water, sewer, and storm customers for the City of Piqua and some adjacent customers. UD oversees daily operations and maintenance of the related infrastructure. Financially the UD needs to maintain adequate funds to provide these ongoing and continuous services. The funds include personnel, debt, chemical, utilities and repair/replacement projects to ensure continued services.</p> <p>Having a secured cash reserve, managing rates, and planning for capital improvement projects, for upcoming years can be a complicated financial formula. Defining optimal and minimum funds guidelines can offer a solid foundation for future financial planning of the UD.</p>		
BUDGET FINANCIAL IMPACT	Budgeted \$:	Not directly budgeted, costs split between water, sewer, and storm funds from operation funds	
	Expenditure \$:	One time cost to develop guidelines, not to exceed \$20,000	
OPTIONS	1.	Approve the resolution and use these guidelines	
	2.	Deny the resolution	
PROJECT TIMELINE	Completed in July/August 2023		
STAFF RECOMMENDATION	Approve the resolution to establish these fund financial guidelines and use the formulas to help steer the amount of cash reserves available for the three funds (403/404/411)		
ATTACHMENTS	Exhibit A, Stormwater Financial Guidelines		

July 21, 2023

Mr. Kevin Krejny
Utilities Director
City of Piqua
201 W. Water Street
Piqua, OH 45356

**RE: Develop Storm Water Enterprise Fund Balance Guideline
Work Order No. 9302.013**

Dear Mr. Krejny:

The City of Piqua, Ohio (City) requested that Sawvel and Associates, Inc. (Sawvel) prepare Fund Balance Guidelines for its Water, Sewer, and Storm Enterprise Funds. This letter summarizes Sawvel's review of the Storm Water Fund and suggests an appropriate Fund balance level for the City to consider.

BACKGROUND

We understand that the City would like to establish Fund balance guidelines for the Water, Sewer and Storm Enterprise funds. The Fund Balance Guidelines for the Sewer and Water Enterprise Funds are explained in separate letters. At year-end 2022, the Storm Water Fund balance was approximately \$1.6 million. The City has indicated that it would like to follow a similar approach to the Fund Balance Guidelines as is used for the Piqua Power System fund balance guidelines.

PURPOSE

The purpose of this assignment is to:

1. Develop Fund Balance Guidelines for the City Storm Water Fund.
2. Follow the example and approach for the Piqua Power System Fund balance guidelines.
3. Provide a report with the suggested Fund Balance guideline formula.

APPROACH

The approach involved the following steps:

1. Collect, and review projected operating expenses, capital improvements, debt service and revenue for the Storm Water fund.
2. Review and understand property insurance and related deductibles for the Storm Water fund.
3. Request and consider information about monetary damages that could occur if a natural disaster or other major event caused damage to Storm Water facilities.
4. Develop a multi-component formula to estimate an appropriate fund balance guideline.
5. Prepare a letter report that explains the fund balance guideline.
6. Present the fund balance guidelines to City representatives.

STORM WATER FUND EXPENDITURES

The Storm Water Enterprise Fund major assets include a lift station and approximately 120 miles of mains. We understand that the Storm Water Fund is currently planning to fund projected improvements and renewals and replacements from cash reserves and not from future borrowings as shown in its Storm Water Fund Ten Year Cash Forecast dated March 21, 2023, and as communicated by City staff.

Sawvel reviewed the Storm Water Fund Ten Year Cash Forecast to obtain projected Storm Water fund expenditures. The forecast shows costs associated with the operation, maintenance, financing of improvements, and renewing and replacing facilities of the storm water utility system. The major Storm Water Fund expenditures from that forecast are as follows:

1. **Operation and Maintenance Expenses** – These expenses include materials and repairs, utilities, operation and maintenance, labor and benefits, administration, and other related items necessary to operate and maintain the storm water utility system. The 2023 projected operation and maintenance expenses were approximately \$700,000.
2. **Debt Service Payments** – Payments for interest and principal on outstanding indebtedness which are payable from net operating revenues. The 2023 projected debt service payments were approximately \$3,200.

3. **Capital Expenditures From Revenues** – These expenditures are necessary to make facility renewals, replacements and additions, motor vehicle purchases and other capital improvements that are not financed with borrowed funds. The 2023 projected capital expenditures from revenues were approximately \$300,000. Capital expenditures are projected to increase in future years up to \$550,000. Actual capital expenditures may vary from the City’s forecasted expenditures depending on fluctuations in actual capital needs and may also increase from the effects of inflation.
4. **Customer Revenue and Other Income** – The 2023 projected Customer Revenue, Penalties and Interest Revenue was approximately \$1.3 million.

The sum of the above cost components (1-3) represents the total cost of the Storm Water utility system. The total cost of 1 through 3 above is approximately \$1 million. The projected year-end margin is approximately \$300,000. The year-end margin would be deposited in the Storm water fund.

FUND BALANCE GUIDELINE DISCUSSION

Sawvel considered several items to craft an appropriate fund balance guideline for the Storm Water system. There are several reasons to maintain a healthy fund balance aside from general business prudence. Reserve funds can be useful for items such as extraordinary operating expenses, unusual declines in revenues, and unexpected replacement of major (expensive) equipment. If such events cause a shortage of cash, reserves set aside to pay for debt payments and capital improvements ensure that the utility continues to meet its obligations and continues to provide service to its customers. It is also important for utilities to maintain financial flexibility so that sudden rate increases are not necessary to meet cash flow requirements. Having an adequate fund balance can help to smooth rate increases and stagger rate adjustments for the utility’s customers.

The cash reserve guidelines proposed in this report should be set to allow reserves to fluctuate upward from the guidelines. The decision to hold more money than the established cash guidelines should be based on the assessments of uncertainties and other financial policies such as:

- The financial risk facing the utility.
- Rate setting policies
- Debt policies (no new debt)
- Future capital improvements needed by utility.

The adequacy of the guidelines may be reviewed by the City each year and modified if appropriate when circumstances change.

| SUGGESTED FUND BALANCE GUIDELINES

The following are guidelines for the Storm Water system to use for calculating a normal fund balance level. The fund balance should be reviewed annually to calculate the balance in accordance with the following guidelines. This review could occur at budget time and/or at the end of a fiscal year.

1. **Twelve months of operating expenses** provides reserves for expenses. The ratio of operating funds in reserve to operating expenses is also considered by financing entities and credit rating agencies when evaluating the financial health and credit worthiness of a borrower.
2. **Two years of capital expenditures** provides the City funds for unplanned capital improvement projects that may exceed funds available from annual revenues. For instance, new equipment or repair and replacement of a pump station or of water mains could be funded from this reserve. For purposes of the Fund Balance calculation, capital expenditures should be estimated 5 years into the future and an annual average expenditure for the 5-year period may be used to ensure that adequate cash is available for potential fluctuating capital expenditure needs.
3. **One year Debt Service Reserve** provides funds to ensure the City meets its debt obligations and to be used to fulfill reserve requirements that may be stipulated in future financing arrangements.
4. An **Emergency fund of \$400,000** provides funds in case of a catastrophic event such as damage to a lift station or to mains that would require the City to replace self-insured assets and to pay the deductible on insured assets. City staff have indicated that \$400,000 would be an appropriate amount of emergency reserve for the Storm Water system if a large component were to be damaged.

| EXAMPLE FUND BALANCE CALCULATION

Using the projected 2023 expenditures and the Fund Balance Guideline above, twelve months of operating expenses is \$700,000, two years of capital expenditures is \$600,000, one year of debt service is \$3,200. Adding these together results in approximately \$1.3 million plus \$400,000 for emergencies is \$1.7 million. This calculation can be applied to the Storm Water Fund Ten Year Cash Forecast to project the fund balance guideline for future years. As mentioned above, one can

normalize or use an average of projected capital expenditures to ensure that there is adequate cash available for future capital expenditures if money will not be borrowed in the foreseeable future.

Sawvel appreciates the opportunity to assist the City with its Storm Water Fund Balance Guideline. If you have questions, please let me know.

Sincerely,

Donald E. Gruenemeyer, P.E.
President

DEG:dmd

RESOLUTION NO. R-98-23

**A RESOLUTION ADOPTING WATER FUND
BALANCE GUIDELINES**

WHEREAS, the City of Piqua provides water, sewer, and storm utility services, for residential, commercial, and industrial customers, and these three services have separate funds to provide these services; and

WHEREAS, Piqua sewer funds are required to be financially sound and credit worthy to provide financial support for continuous operations and fund infrastructure projects that maintain continuous operations to customers; and

WHEREAS, Piqua measures the financial soundness and creditworthiness to its customer and potential lenders through fund cash reserves; and

WHEREAS, adoption of the Water Fund Balance Guidelines will ensure the City of Piqua's can provide services to customers.

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 Water Fund Balances Guidelines (attached hereto as "Exhibit A") are hereby adopted.

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

CINDY PEARSON, MAYOR

PASSED: _____

ATTEST: _____

MELISSA KINNEY
CLERK OF COMMISSION

MEETING DATE	August 02, 2023			
REPORT TITLE	A RESOLUTION ADOPTING WATER FUND BALANCE GUIDELINES			
SUBMITTED BY	Kevin Krejny, Utilities Director			
	Water Fund (403)			
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution X	<input type="checkbox"/> Regular
	<input checked="" type="checkbox"/> City Manager			
	<input checked="" type="checkbox"/> Underground Utility Director			
BACKGROUND	<p>The Utilities Department (UD) manages three funds that provide services to water, sewer, and storm customers for the City of Piqua and some adjacent customers. UD oversees daily operations and maintenance of the related infrastructure. Financially the UD needs to maintain adequate funds to provide these ongoing and continuous services. The funds include personnel, debt, chemical, utilities and repair/replacement projects to ensure continued services.</p> <p>Having a secured cash reserve, managing rates, and planning for capital improvement projects, for upcoming years can be a complicated financial formula. Defining optimal and minimum funds guidelines can offer a solid foundation for future financial planning of the UD.</p>			
BUDGET FINANCIAL IMPACT	Budgeted \$:		Not directly budgeted, costs split between water, sewer, and storm funds from operation funds	
	Expenditure \$:		One time cost to develop guidelines, not to exceed \$20,000	
OPTIONS	1.	Approve the resolution and use these guidelines		
	2.	Deny the resolution		
PROJECT TIMELINE	Completed in July/August 2023			
STAFF RECOMMENDATION	Approve the resolution to establish these fund financial guidelines and use the formulas to help steer the amount of cash reserves available for the three funds (403/404/411)			
ATTACHMENTS	Exhibit A, Water Financial Guidelines			

July 21, 2023

Mr. Kevin Krejny
Utilities Director
City of Piqua
201 W. Water Street
Piqua, OH 45356

**RE: Develop Water Enterprise Fund Balance Guideline
Work Order No. 9302.013**

Dear Mr. Krejny:

The City of Piqua, Ohio (City) requested that Sawvel and Associates, Inc. (Sawvel) prepare Fund Balance Guidelines for its Water, Sewer, and Storm Enterprise Funds. This letter summarizes Sawvel's review of the Water Fund and suggests an appropriate Fund balance level for the City to consider.

BACKGROUND

We understand that the City would like to establish Fund balance guidelines for the Water, Sewer and Storm Enterprise funds. The Fund Balance Guidelines for the Sewer and Storm Enterprise Funds are explained in separate letters. At year-end 2022, the Water Fund balance was approximately \$10.2 million. The City has indicated that it would like to follow a similar approach to the Fund Balance Guidelines as is used for the Piqua Power System fund balance guidelines.

PURPOSE

The purpose of this assignment is to:

1. Develop Fund Balance Guidelines for the City Water Fund.
2. Follow the example and approach for the Piqua Power System Fund balance guidelines.
3. Provide a report with the suggested Fund Balance guideline formula.

APPROACH

The approach involved the following steps:

1. Collect, and review projected operating expenses, capital improvements, debt service and revenue for the Water fund.
2. Review and understand property insurance and related deductibles for the Water fund.
3. Request and consider information about monetary damages that could occur if a natural disaster or other major event caused damage to Water facilities.
4. Develop a multi-component formula to estimate an appropriate fund balance guideline.
5. Prepare a letter report that explains the fund balance guideline.
6. Present the fund balance guidelines to City representatives.

WATER FUND EXPENDITURES

The Water Enterprise Fund major assets include a 7 million gallon per day (MGD) surface water treatment plant, four elevated water storage tanks, two booster pump stations and approximately 110 miles of water mains. City staff have indicated that a new water treatment plant was completed in the recent past and water towers have been constructed and upgraded. These expenditures were funded from borrowing from entities such as the Ohio Water Development Authority. We understand that the Water Fund is currently planning to fund projected improvements and renewals and replacements from cash reserves and not from future borrowings as shown in its Water Fund Ten Year Cash Forecast dated April 3, 2023, and as communicated by City staff.

Sawvel reviewed the Water Fund Ten Year Cash Forecast to obtain projected Water fund expenditures. The forecast shows costs associated with the operation, maintenance, financing of improvements, and renewing and replacing facilities of the water utility system. The major Water Fund expenditures from that forecast are as follows:

1. **Operation and Maintenance Expenses** – These expenses include the chemicals, lime removal, electricity, operation and maintenance, labor and benefits, administration, and other related items necessary to operate and maintain the water utility system. The 2023 projected operation and maintenance expenses were approximately \$3.8 million.

2. **Debt Service Payments** – Payments for interest and principal on outstanding indebtedness which are payable from net operating revenues. The 2023 projected debt service payments were approximately \$2.7 million.
3. **Capital Expenditures From Revenues** – These expenditures are necessary to make facility renewals, replacements and additions, motor vehicle purchases and other capital improvements that are not financed with borrowed funds. The 2023 projected capital expenditures from revenues were approximately \$760,000. Capital expenditures are projected to increase in future years up to \$1,100,000. Actual capital expenditures may vary from the City’s forecasted expenditures depending on fluctuations in actual capital needs and may also increase from the effects of inflation.
4. **Customer Revenue and Other Income** – The 2023 projected Customer Revenue, Fire Maintenance, Cell Tower Rents, Miscellaneous Revenue and Interest Revenue was approximately \$7.2 million.

The sum of the above cost components (1-3) represents the total cost of the Water utility system. The total cost of 1 through 3 above is approximately \$7.2 million. The projected year-end margin is approximately zero. The year-end margin, if any, would be deposited in the Water fund.

FUND BALANCE GUIDELINE DISCUSSION

Sawvel considered several items to craft an appropriate fund balance guideline for the Water system. There are several reasons to maintain a healthy fund balance aside from general business prudence. Reserve funds can be useful for items such as extraordinary operating expenses, unusual declines in revenues, and unexpected replacement of major (expensive) equipment. If such events cause a shortage of cash, reserves set aside to pay for debt payments and capital improvements ensure that the utility continues to meet its obligations and continues to provide service to its customers. It is also important for utilities to maintain financial flexibility so that sudden rate increases are not necessary to meet cash flow requirements. Having an adequate fund balance can help to smooth rate increases and stagger rate adjustments for the utility’s customers.

The cash reserve guidelines proposed in this report should be set to allow reserves to fluctuate upward from the guidelines. The decision to hold more money than the established cash guidelines should be based on the assessments of uncertainties and other financial policies such as:

- The financial risk facing the utility.
- Rate setting policies

- Debt policies (no new debt)
- Future capital improvements needed by utility.

The adequacy of the guidelines may be reviewed by the City each year and modified if appropriate when circumstances change.

| SUGGESTED FUND BALANCE GUIDELINES

The following are guidelines for the Water system to use for calculating a normal fund balance level. The fund balance should be reviewed annually to calculate the balance in accordance with the following guidelines. This review could occur at budget time and/or at the end of a fiscal year.

1. **Twelve months of operating expenses** provides reserves for expenses. The ratio of operating funds in reserve to operating expenses is also considered by financing entities and credit rating agencies when evaluating the financial health and credit worthiness of a borrower.
2. **Two years of capital expenditures** provides the City funds for unplanned capital improvement projects that may exceed funds available from annual revenues. For instance, new equipment or repair and replacement of a pump station or of water mains could be funded from this reserve. For purposes of the Fund Balance calculation, capital expenditures should be estimated 5 years into the future and an annual average expenditure for the 5-year period may be used to ensure that adequate cash is available for potential fluctuating capital expenditure needs.
3. **One year Debt Service Reserve** provides funds to ensure the City meets its debt obligations and to be used to fulfill reserve requirements that may be stipulated in future financing arrangements.
4. **An Emergency fund of \$1,000,000** provides funds in case of a catastrophic event such as damage to the Water Treatment Plant or to water towers that would require the City to replace self-insured assets and to pay the deductible on insured assets. City staff have indicated that \$1,000,000 would be an appropriate amount of emergency reserve for the Water system if a large component were to be damaged.

EXAMPLE FUND BALANCE CALCULATION

Using the projected 2023 expenditures and the Fund Balance Guideline above, twelve months of operating expenses is \$3.8 million, two years of capital expenditures is \$1.5 million, one year of debt service is \$2.7 million. Adding these together results in \$8 million plus \$1 million for emergencies is \$9 million. This calculation can be applied to the Water Fund Ten Year Cash Forecast to project the fund balance for future years. As mentioned above, one can normalize or use an average of projected capital expenditures to ensure that there is adequate cash available for future capital expenditures if money will not be borrowed in the foreseeable future.

Sawvel appreciates the opportunity to assist the City with its Water Fund Balance Guideline. If you have questions, please let me know.

Sincerely,

Donald E. Gruenemeyer, P.E.
President

DEG:dmd

RESOLUTION NO. R-99-23

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO PRELIMINARY LEGISLATION WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE LOONEY ROAD RESURFACING PROJECT

WHEREAS, the Ohio Department of Transportation requests preliminary legislation to complete the programming of a project located within the City of Piqua.

SEC. 1: Project Description

WHEREAS, the City of Piqua and the State have identified the need for the described project:

Milling and resurfacing of the existing asphalt pavement on Looney Road in the City of Piqua, Miami County, and portions located outside of the City of Piqua in Miami County. Said project is further identified as **MIA-Looney Road Resurfacing, PID 116941**.

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.2: Consent Statement

Being in the public interest, the City of Piqua (CITY) gives consent to the Director of Transportation to complete the above described project.

SEC. 3: Cooperation Statement

The CITY shall cooperate with the Director of Transportation in the above described project as follows:

The CITY agrees to participate in the cost of the project. The CITY further agrees to pay 100% of the cost of those features requested by the CITY which are determined by the State and Federal Highway Administration to be unnecessary for the Project.

The CITY further agrees that change orders and extra work contracts required to fulfill the construction contracts shall be processed as needed. The State shall not approve a change order or extra work contract until it first gives notice, in writing, to the CITY. The CITY shall contribute its share of the cost of these items in accordance with other sections herein.

The CITY further agrees to pay 100% of the cost to install and/or repair curb ramps at all necessary intersections to ensure compliance with the Americans with Disabilities Act.

SEC. 4: Utilities and Right-Of-Way Statement

The CITY agrees to acquire and/or make available to ODOT, in accordance with current State and Federal regulations, all necessary right-of-way required for the described Project. The CITY also understands that right-of-way costs include eligible utility costs.

The CITY agrees to be responsible for all utility accommodations, relocations and reimbursements and agrees that such accommodations, relocations, and reimbursements shall comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

SEC. 5: Maintenance

Upon completion of the Project, and unless otherwise agreed, the CITY shall: (1) provide adequate maintenance for the Project in accordance with all applicable state and federal law, including, but not limited to, Title 23, U.S.C. Section 116; (2) provide ample financial provisions, as necessary, for the maintenance of the Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

SEC. 6: Authority to Sign

The City Manager of the City of Piqua is hereby empowered on behalf of the City of Piqua to enter into and execute contracts with the Director of Transportation which are necessary to develop plans for and to complete the above-described project.

SEC. 7: Effective Date

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

CINDY PEARSON, MAYOR

PASSED: _____

ATTEST: _____

MELISSA KINNEY
CLERK OF COMMISSION

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

Mayor Cindy Pearson	_____
Commissioner Kathryn B. Hinds	_____
Commissioner Jim Vetter	_____
Commissioner Chris Grissom	_____
Commissioner Kris Lee	_____

Commission Agenda Staff Report

MEETING DATE	August 2, 2023		
REPORT TITLE	A resolution authorizing the City Manager to enter into Preliminary Legislation with the Ohio Department of Transportation (ODOT) for the Looney Road Resurfacing Project.		
SUBMITTED BY	Chris Schmiesing, Community and Economic Development Director		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Acting Finance Director
	<input checked="" type="checkbox"/> Department Director		<input type="checkbox"/> Law Director
BACKGROUND	<p>The City of Piqua and Miami County have agreed to cooperate on the resurfacing of Looney Road from CR25-A to E. Ash Street (USR 36). The City of Piqua is the lead agency administering the project which is partially funded using FHWA dollars secured through MVRPC. As such, it is necessary to have ODOT provide the project design review, project bidding and the construction inspection services for this project. The preliminary legislation presented here enables ODOT to provide the stated services.</p> <p>The project will consist of the milling and resurfacing of the existing pavement as well as new pavement markings along the entire project. The pavement markings will be reapplied in the current layout and there will be no changes to the current lane configurations.</p>		
BUDGETING AND FINANCIAL IMPACT	Budgeted \$:	N/A for this legislation	
	Expenditure \$:	N/A for this legislation	
	Source of Funds:	FHWA, OPWC, Local	
	Narrative:	The current construction estimate is \$1,017,586. Funding for this project includes \$597,507 from STP (FHWA) and \$300,000 from OPWC program. The remaining balance will be local funds committed by the City of Piqua and Miami County.	
OPTIONS	1.	Approve the resolution to enter into an agreement with ODOT.	
	2.	Do not approve the Resolution and do not have ODOT complete the resurfacing project.	
PROJECT TIMELINE	This project is currently in the design phase with construction scheduled for the summer of 2024.		

STAFF RECOMMENDATION	Approval of the resolution to allow for ODOT to complete the Looney Road Resurfacing Project.
REASON FOR SELECTING CONSULTANT/COMPANY	N/A
ATTACHMENTS	N/A

RESOLUTION NO. R-100-23

A RESOLUTION TO ADOPT A NAME FOR A NEWLY-CONSTRUCTED PEDESTRIAN BRIDGE, CURRENTLY REFERRED TO AS "THE GREAT MIAMI RIVER TRAIL BRIDGE"

WHEREAS, the Diversity Committee and Gary Koenig have submitted an application to designate the bridge "Atomic City Bridge,"

WHEREAS, Larry Hamilton has submitted an application to designate the bridge "The Goodrich Giles and Atomic City Bridge," and

WHEREAS, the Planning Commission has conducted a public hearing and has forwarded both name proposals for the City Commission's consideration.

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

SEC. 1: The name _____, is hereby adopted.

SEC. 2: The City Manager is authorized to manage the implementation of any records or corresponding signage.

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

CINDY PEARSON, MAYOR

PASSED: _____

ATTEST: _____
Melissa Kinney
CLERK OF COMMISSION

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

Mayor Cindy Pearson	_____
Commissioner Chris Grissom	_____
Commissioner Kris Lee	_____
Commissioner Kathryn B. Hinds	_____
Commissioner James Vetter	_____

MEETING DATE	August 3 rd , 2023			
REPORT TITLE	A resolution to adopt a name for a newly-constructed pedestrian bridge, currently referred to as "The Great Miami River Trail Bridge"			
SUBMITTED BY	Kyrsten French, City Planner			
	Development Department			
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input type="checkbox"/> City Manager		<input type="checkbox"/> Law Director	
	Development Director		Planning Commission	
BACKGROUND	Two applications were received to name the bike/ped bridge being constructed, connecting the Great Miami River Trail through Goodrich Giles Park. The first, "Atomic City Bridge" was proposed by the Diversity Committee and Gary Koenig. The second, "The Goodrich Giles and Atomic City Bridge" was proposed by Larry Hamilton. The City recently adopted a new naming procedure, with this proposal as the first example. Early on, Planning Commission's main request was to ensure that a public comment period was opened to be as inclusive to community input as possible. Public comments have been attached to the proposals.			
BUDGET/FINANCIAL IMPACT	Budgeted	\$0		
	Expenditure	\$0		
	Source of Funds	N/A		
OPTIONS	1.	Approve the resolution, naming the bridge "Atomic City Bridge"		
	2.	Approve the resolution, naming the bridge "The Goodrich Giles and Atomic City Bridge"		
	3.	Propose and adopt an alternate name.		
	4.	Deny the resolution and the bridge will remain designated as its project name "The Great Miami River Trail Bridge"		
STAFF RECOMMENDATION	Approve the proposed resolution to name the bridge			
ATTACHMENTS	Public comments, resolution, applications			

APPLICANT INFORMATION	
Organization Name:	RANDOLPH + McCulloch FREEDOM'S STRUGGLE COMPLEX
Contact Person First Last Name:	LARRY HAMILTON
Mailing Address:	635 N. MAIN ST.
Phone Number:	(937) 418-5715
Email:	NEWSORLOSE@Woh-TV.COM
FACILITY INFORMATION	
Does the Facility have a name, either colloquially or some means of identifying the location?	NO BRIDGE "OWNERSHIP IDENTITY"
Address, if known	SOUTH ENTRANCE TO PIQUA
City Department who manages this facility	DEVELOPMENT
Name Proposal for this Facility <i>Examples: "French Park," "Goodrich Giles Park," "Heritage Green," "Veterans Memorial Way"</i>	THE GOODRICH GILES AND ATOMIC CITY BRIDGE
<i>Please attach an identifying picture of the facility to this application.</i>	

HONORARY NAME PROPOSAL DETAILS
<i>The following may be responded to on this form, or if more space is needed, please submit responses to each of these questions within a letter addressed to the Planning Commission and attach to this application</i>
Why is this name proposal being submitted at this time? Is there an event, a new structure, a need to rename, please describe:
A NEW STRUCTURE, BEING A BRIDGE, WILL SPAN THE GREAT MIAMI RIVER AT THE GOODRICH GILES PARK SITE PROVIDING ACCESS TO ATOMIC SITE

Does this name proposal honor a person or a group of people in some way? Please describe:

GOODRICH GILES

Does the name have a particular connection to the place being named?

YES! THE ACCESS POINT TO THE
BRIDGE TRAVERSES THE GOODRICH
GILES PARK LOCATION.

Has any public engagement been conducted prior to submitting this application? What support is there from other community members, business groups or other organizations for the proposal being submitted? Please provide contact information if other organizations are participating in this proposal.

No.

Will the name being submitted appeal to the community, or represent widespread ideals or particular groups of people living in the community? Does the name represent a person, group or concept that has been underrepresented in existing public facility names?

If a person is being represented in the name proposal, are they living or deceased? In addition, could this name proposal be perceived to cause offence to others? Why or why not?

DECEASED

Are there any funds identified for facility signage? What are other costs associated with the proposal, and are there available funds to meet that demand in association with this proposal?

ACKNOWLEDGMENT AND AUTHORIZATION

The undersigned acknowledges that the information provided is accurate to the fullest extent of their knowledge.

<u>LARRY HAMILTON</u>	<u>7/10/23</u>
Applicant Name	Date
<u>Larry Hamilton</u>	<u>Owner of Randolph + McCulloch Complex</u>
Applicant Signature	Title

City Facility Honorary Naming Procedure

The City Facility Honorary Naming Policy, passed by the City Commission on 5/4/23, provides the public the means to participate in the process of naming city facilities, and to submit name proposals for consideration. The following process will guide name proposals from their start with this application, to the City Commission for final review and approval. As extensive public engagement is involved in the naming of facilities, applicants should expect this process to take **2-3 months** to complete. Applicants are encouraged to conduct informal engagement to solicit support for their name idea prior to applying.

1. Name proposals may be submitted to the Development Department. The City Planner will ensure the completeness of the application, and will forward completed proposals to the Planning Commission for a first public hearing. The applicant must be in attendance or send a representative to this meeting to provide a brief presentation. *Absence will cause tabling of the item and a delay in the remainder of the process.* No vote will be taken by the Planning Commission at the first meeting.
2. The Development Department will open a 30 day (min) public comment period, conduct online engagement with a comment, and will forward the name application to City department directors and staff liaisons to all City Boards.
3. Boards who wish to comment on the item may place it on their agenda to provide a formal recommendation, or individual members may choose to comment through the City's website. Staff liaisons to their respective boards should forward this recommendation to the City Planner.
4. After the comment period ends, the application and all other applications received will be re-advertised for a second Planning Commission meeting, this time as a resolution of recommendation. All comments received will be packaged and submitted to the Planning Commission.
5. The Planning Commission will hold a public meeting, and may provide a recommendation to the City Commission. The Planning Commission may recommend one or all of the names submitted, though all name proposals will be forwarded.
6. The City Commission will receive the application and all recommendations and information gathered during this period at a public meeting and has final authority to accept, change, or deny applications. The Commission in many cases must necessarily choose one proposal over others.

Naming applications received during the public comment period will be included with the second Planning Commission meeting held and forwarded to the City Commission for final consideration. These later name applications may not receive as much online advertisement as the submission or submissions that initiated the engagement and review process.

Board members, including City Commissioners, may submit name proposals and will follow the procedure stated above. City staff members may also propose a facility name, but are encouraged to find a board to sponsor the name proposal application on their behalf.

Due to the extent of the resources necessary to process a name proposal application, the City Manager may delay or deny an application where a facility naming proposal is already underway or where the same facility has recently been named.



APPLICANT INFORMATION	
Organization Name: City of Piqua Planning Commission	
Contact Person First Last Name: Gary Koenig	
Mailing Address: 5 Peregrine Place, Piqua, Ohio 45356	
Phone Number: (937) 418-1519	Email: gkoenig@woh.rr.com
FACILITY INFORMATION	
Does the Facility have a name, either colloquially or some means of identifying the location?	New bike path bridge under construction (2023) across the Miami River just South of the Old Piqua Power Plant on South County Road 25A adjacent on the West Bank of the Miami River to Goodrich Giles Park.
Address, if known	None.
City Department who manages this facility	Parks Department
Name Proposal for this Facility <i>Examples: "French Park," "Goodrich Giles Park," "Heritage Green," "Veterans Memorial Way"</i>	"Atomic City Bridge"
<i>Please attach an identifying picture of the facility to this application.</i>	

HONORARY NAME PROPOSAL DETAILS
<i>The following may be responded to on this form, or if more space is needed, please submit responses to each of these questions within a letter addressed to the Planning Commission and attach to this application</i>
Why is this name proposal being submitted at this time? Is there an event, a new structure, a need to rename, please describe:
This is a new bike path bridge that will be completed in the Fall of 2023. The need here is to name the new bridge when it is opened to the public.

Does this name proposal honor a person or a group of people in some way? Please describe:

This name proposal honors the leadership and commitment to excellence of the City of Piqua. Back in the 1960s, some of Piqua's electricity came from its nuclear power plant, the United States' first municipality-owned nuclear power plant. Nuclear power plants in the 1960s were cutting edge technology. Communities who chose to invest in nuclear power plants were innovative and scientific risk takers. It is a credit to the leadership of the City of Piqua that they engaged with the United States Government to construct the nuclear plant - exemplary! The Piqua Nuclear Power Plant was unique: organic coolant, operated at low pressures relative to modern power plants. The nuclear plant was built by the U.S Atomic Energy Commission as a demonstration project and involved multiple agencies and government initiatives to execute.

Does the name have a particular connection to the place being named?

The location of the bike path bridge where it crosses the Miami River is just downstream of the location where the steam generated by the "Atomic City" Nuclear Power Plant was piped from the nuclear facility on the East-side of the river to the Piqua Conventional Power Plant on the West-side of the river. Citizens who cross the bridge may look up river and see the Piqua Power Plant and the dome for the Nuclear Power Plant. A plaque placed on the bridge could tell the history of Piqua, "The Atomic City."

Has any public engagement been conducted prior to submitting this application? What support is there from other community members, business groups or other organizations for the proposal being submitted? Please provide contact information if other organizations are participating in this proposal.

The City of Piqua Planning Commission (Chairman, Gary Koenig) and the City of Piqua Diversity Committee (Chairman, Jim Oda) jointly coordinated on proposing to the City of Piqua Commission to name this bridge the "Atomic City Bridge" at the 9 May 2023 meeting of the City of Piqua Planning Commission. The idea of naming this bridge the "Atomic City Bridge" was strongly endorsed by both community organizations.



Will the name being submitted appeal to the community, or represent widespread ideals or particular groups of people living in the community? Does the name represent a person, group or concept that has been underrepresented in existing public facility names?

This name will serve as a catalyst for citizen pride. In the 1960s, the City of Piqua received widespread recognition as a technology leader in Southwest Ohio for operating a nuclear power plant. The engineering and scientific community has been underrepresented in existing public facility names. This recognition may inspire generations of citizens of Piqua to lead on the cutting edge of new technologies for the betterment of all citizens.

If a person is being represented in the name proposal, are they living or deceased? In addition, could this name proposal be perceived to cause offence to others? Why or why not?

No person is being represented in this name proposal.

Are there any funds identified for facility signage? What are other costs associated with the proposal, and are there available funds to meet that demand in association with this proposal?

Please identify the amount of funds required for the facility signage. I may coordinate with local interests (engineering groups, etc.) to fund the signage.

ACKNOWLEDGMENT AND AUTHORIZATION

The undersigned acknowledges that the information provided is accurate to the fullest extent of their knowledge.

Gary M. Koenig	27 June 2023
Applicant Name	Date
	Chairman, City of Piqua Planning Commission
Applicant Signature	Title

