City of PIQUA

PIQUA CITY COMMISSION REGULAR MEETING
TUESDAY, JUNE 3, 2025
6:00 PM
COMMISSION CHAMBER - 2ND FLOOR
201 WEST WATER STREET
PIQUA, OHIO 45356

CALL TO ORDER

THE PLEDGE OF ALLEGIANCE

ROLL CALL

MOTION TO APPROVE BUSINESS AGENDA

1) Rules of Conduct

CONSENT AGENDA

1) **Approval of Minutes**
Approval of the Minutes from the May 20, 2025, Regular City Commission Meeting

2) **Resolution No. R-65-25**
A resolution of appreciation for the public service of William D. Weaver as a city employee

3) **Resolution No. R-66-25**
A resolution of appreciation for the public service of Alan J. Barga as a city employee

NEW BUSINESS

1) **Resolution No. R-63-25**
A resolution authorizing the police department to enter into an agreement with Motorola Solutions for the purchase of new Body Worn Cameras.

2) **Resolution No. R-67-25**
A resolution authorizing the City Manager to sell a 5.079 acre parcel of land, at 9801 SR 66, Piqua, OH to AES Ohio.

3) **Resolution No. R-68-25**
A Resolution authorizing the City Manager to enter into a lease of land agreement, with AMP Transmission, LLC. for power system improvements

4) **Resolution No. R-69-25**
A resolution to authorize the City Manager to enter into a Stormwater Easement Agreement and have said agreement recorded.

5) **Resolution No. R-70-25**

A resolution awarding a contract to CW Tree and Outdoor Service LLC for the 2025 ADA Curb Ramp Program.

6) **Resolution No. R-71-25**
A resolution awarding a contract to Walls Bros. Asphalt Co. for the 2025 Pavement Program - Mill and Overlay Project.

7) **Resolution No. R-72-25**
A resolution of authorization by the City Commission to submit a grant application to the state-funded program Nature Works for an upgrade in playground equipment at Fountain Park

8) **Resolution No. R-73-25**
A Resolution fixing the time and place for a public hearing on the Proposed City Tax Budget for Miami County for the Calendar Year 2026 and draft Appropriation Ordinance.

COMMISSIONERS COMMENTS

ADJOURNMENT

NON-AGENDA PUBLIC COMMENT
(This is an opportunity for citizens to address the City Commission on Non-agenda items after the adjournment of the Business Agenda. Comments will be limited to seven (7) minutes.)

PROCEDURAL RULES AND RULES OF CONDUCT FOR CITY COMMISSION MEETINGS

BUSINESS AGENDA

1. Commission meetings shall be called to order by the mayor or presiding officer of the meeting. The clerk shall call the roll of the Commissioners.

2. The mayor or presiding officer shall thereafter lead the Commission in the Pledge of Allegiance.

3. Upon roll call being completed, the Business Meeting of the Commission shall commence.

4. The Commission shall, if necessary, add or remove items to the Business Agenda and approve the agenda once it is established.

5. After approval of the agenda, the Commission shall vote on approval of the minutes of prior meetings.

6. After the establishment of the agenda, the Commission shall permit public comment by the citizens of Piqua as required by Section 4 of the Piqua Charter on any approved agenda item. Any person providing public comment shall provide his or her name and street address prior to making any comments.

7. Any non-citizen may also participate in public comment if an ordinance or resolution made part of the agenda affects his or her business located within the city of Piqua or utility service they receive within the city of Piqua. Any non-citizen shall state his or her name and either what business he or she operates that is being affected by an ordinance or resolution, or what property address inside the city limits that he or she is receiving utility service.

8. Any person providing public comment may speak once for up to a total of five minutes on each resolution and ordinance made part of the agenda. No person shall be permitted to comment twice on an agenda item.

9. Once public comment is completed, the Commission shall immediately begin debate and deliberate on each agenda item. No public comments from the public shall be permitted during the debate and/or deliberation of ordinances and resolutions by the commission.

10. After deliberation on ordinances and resolutions, votes on ordinances shall be recorded by roll call and votes on resolutions may be recorded by voice vote; if a commissioner wishes to have a roll call vote on a resolution, any commissioner may request the clerk to call the roll to record the vote. The Clerk of Commission shall record the vote tally for each ordinance and resolution.

11. During the Business Agenda, only city employees including department heads and guests of department heads to discuss matters affecting the city, the Piqua Chamber Director, the Main Street Piqua Director, may make presentations during the Business Agenda part of the meeting.

12. At the completion of the Business Agenda, the mayor may or may not permit commissioners to address the community for the good of the city. Afterwards, the commissioners shall call the business meeting of the commission to a close and city staff may be excused.

NON-AGENDA PUBLIC COMMENT

13. Non-agenda public comment sessions may, upon the discretion of the Commission, commence after the regular business meeting of the commission adjourns.

14. Any non-agenda public comment shall not begin after 9 p.m. and shall not continue after 9 p.m.

15. Comments by the public shall be addressed to the Commission and mayor and shall be limited to a seven-minute period per person. Under no circumstances should the Commission or mayor interrupt any person's seven-minute time period unless the individual violates the Rules of Conduct or the individual commenting requests interactive dialogue. If a Commission member or the mayor comment during an individual's allotted time, the time taken for any comment by Commission members or the mayor shall not be deducted from the individual's allotted seven minutes so that they receive their full allotted time to speak. No person may speak more than one time during any non-agenda public comment session.

16. All comments shall be related to city business or activities.

17. The Clerk of Commission shall not be under any obligation to keep minutes of the non-agenda public comment session.

18. Public comment time shall be only afforded to persons who live within the City of Piqua city limits, Springcreek Township, Washington Township and/or Miami County or own property within the city or own a business within the city limits.

19. Any person providing public comment shall provide his or her name and street address prior to making any comments.

20. Any individual attending the Non-Agenda Public Comment period of the City Commission meeting may have signs that do not exceed 8 ½ x 11 in size. Such signs shall not be displayed in a way that obstructs the view of any other individual attending the meeting or any camera recording the meeting.

RULES OF CONDUCT

Recognizing that the city has a compelling and significant interest in conducting its meetings in an efficient manner, the following Rules of Conduct shall be enforced during the Commission Business Meeting and the Non-Agenda Public Comment session:

1. Obscene comments, physically threatening remarks, and disruptive conduct are prohibited;

2. Profanity that is disruptive is prohibited;

3. Racist and hate-filled epithets are prohibited;

4. Loud and boisterous conduct or comments are prohibited;

5. Cheering, jeering or clapping, unless for ceremonial purposes as determined by the mayor, are prohibited;

6. Noisemakers are prohibited;

7. All persons shall remain seated during commission meetings unless they are leaving the Commission Chambers or are addressing the Commission from the podium;

8. Any person desiring to make a public comment shall complete a public comment request card provided by the Clerk of Commission and shall deposit the card in the public comment request box. The box will be monitored throughout public comment

sessions and cards will be given to the mayor or presiding officer by the commission's designee during public comment sessions;

9. The mayor shall call the persons requesting to make public comment during the appropriate public comment periods;
10. When called by the mayor to address the Commission, the individual called shall address the Commission from the commission podium unless the person so called has a medical condition that prevents the individual from doing so; in such case, the mayor will make every attempt to accommodate the individual so his or her comments are heard by the public;
11. If during the non-agenda public comment session, the public comment cards have not all been called prior to the end of the meeting, the individuals not called will be placed at the top of the list for presenting comments at the next scheduled meeting;
12. If during the non-agenda public comment session, the public comment cards have been exhausted and the meeting has not been concluded, individuals who have not spoken may request to do so until the conclusion of the meeting.

Any individual violating a commission rule shall be warned by the mayor or presiding officer of the violation, and if such individual does not cease the activity so warned, he or she shall be asked to leave city hall. If an individual refuses to comply with the mayor or presiding officer's directive to leave city hall, the individual may be charged criminally for his or her conduct.

City of PIQUA

PIQUA CITY COMMISSION REGULAR MEETING MINUTES
TUESDAY, MAY 20, 2025

CALL TO ORDER

THE PLEDGE OF ALLEGIANCE

ROLL CALL

Motion to excuse Mayor Lee from meeting due to scheduling conflict. Commissioner Simmons initiated, Commissioner Hohman seconded. All in favor. Motion carried.

MOTION TO APPROVE BUSINESS AGENDA

Commissioner Vetter briefly explained the Rules of Conduct as they relate to citizens speaking at the Agenda portion of the meeting. Commissioner Hohman made a motion to approve the Business Agenda, Commissioner Simmons seconded, all in favor. Motion passed.

1) Rules of Conduct

CONSENT AGENDA

1) **Approval of Minutes**
   Approval of the Minutes from the May 6, 2025, Regular City Commission Meeting

Commissioner Hohman made a motion to approve the Consent Agenda consisting of the Minutes from the May 6, 2025 Regular Commission Meeting. Commissioner Simmons seconded. Motion passed.

NEW BUSINESS

1) **R-112-25**
   Resolution No. R-58-25
   A resolution authorizing the City Manager to enter into an agreement with Gamechanger Athletics, LLC, for the construction and design of the new pickleball courts at Pitsenbarger Park

Commissioner Hohman made a Motion that typo R-112-25 be stricken from the Agenda.

Commissioner Debrosse seconded,
Bob Graeser spoke on this project. Replacing four tennis courts with eight pickle ball courts.This will be an all new surface with fencing. Commissioner Vetter asked about if this does not take into consideration lighting. Mr. Graeser said the hope is there may be grant money available in the future.
Commissioner Hohman and Commissioner Simmons asked if the funds were already set aside in the budget for this project. Mr. Graeser said yes for the courts but not for the lighting or a possible fountain at this time.
Mark Johnson spoke as a citizen and plays pickleball and is very excited about as a local representative of Miami County Pickleball Association. Thanked Amy Welker for reaching out for input. After reviewing the prints believes that Piqua will have the nicest courts in the area. Thinks it can be beneficial to local businesses as well. Miami County Pickleball Association will help in any way they can. They are 350 members strong and are willing to train beginners.
Kim Heisler questioned the construction of the courts, specifically the acrylic surface. How will it hold up in this weather? Yes this has been proven to stand up to out weather.
Commissioner Hohman moved to approve Resolution R-58-25, Commissioner Simmons seconded. All in favor. Motion approved.

2) **Resolution No. R-59-25**
A resolution to annex 31.5 acres from Washington Township

Chris Schmiesing presented for owner an annexation of 31.5 acres located at Farrington Rd and Washington Rd. Miami County has already approved. Washington Twp has a standing agreement. Commissioner Hohman asked about 60 day waiting period. This will pertain to the next resolution as well.
Kim Heisler asked about the attorney that was involved with the annexation and a possible correlation with the battery burning ordinance. Commissioner Hohman addressed this very topic in an ordinance he wrote in 2024. Ms. Heisler requested a possible ordinance about battery burning on private property. There were no further comment cards.
Commissioner Hohman moved to approved Resolution R-59-25. Commissioner Debrosse seconded. All in favor. Motion approved.

3) **Resolution No. R-60-25**
A Resolution to annex 1.5 acres from Washington Township

This resolution is in relation to Resolution R-59-25 above. Chris Schmeising presented this is 1.5 acres. Miami County has approved and the 60 day waiting period has passed. Clarified the attorney referenced in the previous comment is not the same attorney. There were no questions.
Commissioner Hohman moved to approve Resolution R-60-25. Commissioner Simmons seconded. All in favor. Motion approved.

4) **Resolution No.R-61-25**
A resolution to approve a zoning map amendment to designate parcels M40-011900, M40-011800, M40-011700, and M40-011600 as IH (Heavy Industrial).

Kyle Hinkleman presented to approve a zoning map amendment. Planning Commission approved

by a vote April 3, 2025. This is the next step in the process. There were no Commissioner or public comments.
Commissioner Simmons moved to approve Resolution R-61-25. Commissioner Debrosse seconded. All in favor. Motion approved.

5) **Resolution No. R-62-25**
A resolution authorizing participation in the Ohio Department of Transportation (ODOT) cooperative purchasing program.

Kenton Kiser resolution to renew participation in ODOT cooperative purchasing program. The most recent contract has expired. Commissioner Vetter asked if there is any cost associated with participation, there is none.
Kim Heisler asked about the use of local contractors. There is no rule saying only ODOT affiliated contractors must be used.
Commissioner DeBrosse moved to approve Resolution R-62-25. Commissioner Simmons seconded. All in favor. Motion approved.

6) **Resolution No.R-64-25**
A resolution to recommend a replat of inlets #8698, 8699, 8700, 8701, 8702, 8703, 8704, and 8705 into five parcels and the vacation of two utility easements.

Presented by Kyle Hinkleman this resolution to replant these seven inlets to five parcels in the Indian Ridge Subdivision. This did go before the Planning Commission where it was approved 3-0 on May 12, 2025. Commissioner Vetter commented on the utility easements. There were no further comments.
Commissioner Hohman moved to approved Resolution R-64-25. Commissioner Simmons seconded. All in favor. Motion carried.

CITY MANAGER'S REPORT

There was no City Manager Report.

COMMISSIONERS COMMENTS

Commissioner Simmons Wanted to say thank you for the follow up to the questions from the May 6 meeting and read into the record. Has been asked why the commission meeting are no longer broadcast on channel 5. City Manager P. Oberdorfer answered that the city used to use Time Warner which is now Spectrum. The quality is poor and with the use of Civic Plus there just wasn't a need.
Commissioner Hohman in honor of National Armed Services Day on May 17th and wanted to say thank you.
Commissioner DeBrosse asked about Rumpke taking trash from residents still using Piqua carts. Also, in some instances the Piqua cans were picked up but no carts were brought out to replace. Rumpke should be picking up and if they are not resident should call Rumpke per Paul Oberdorfer.
Commissioner Debrosse congratulated 2025 graduates.
Commissioner Vetter had a few community reminders ie., Lock 9 Concert Series, Memorial Day Parade and Celtic Festival at Johnson Farms May 24th and 25th. Farmers Market will be starting soon. Asked if there has been any progress on the cat spay program. Mr.Oberdorfer said there are

a few the city is still looking at. Mr. Vetter asked what the status is on the issuance of chicken permits. Mr. Hinkleman has not issued any as of yet. Commissioner Simmons asked if applicants for chicken permits need a veterinarian that works with chickens. Mr. Hinkleman said not specifically but a relationship with a veterinarian has been suggested. Mr. Simmons said he reached out to several and none of the local veterinarians work with chickens.

ADJOURNMENT

Commissioner Hohman made Motion to Adjourn. Commissioner DeBrosse seconded. All in favor. Motion carried.

NON-AGENDA PUBLIC COMMENT

(This is an opportunity for citizens to address the City Commission on Non-agenda items after the adjournment of the Business Agenda. Comments will be limited to seven (7) minutes.)

_____

KRIS LEE, MAYOR

PASSED: _____

ATTEST: _____

COMMISSION CLERK

Resolution No. R-65-25

A resolution of appreciation for the public service of William D. Weaver as a city employee

WHEREAS, William D. Weaver has retired as a Police Officer with the City of Piqua; and

WHEREAS, his retirement follows over 21 years of faithful and dedicated service to the City and its citizens.

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: In recognition and appreciation of the public service of William D. Weaver with the City of Piqua, this Commission tenders its unanimous and respectful tribute by this resolution, which shall be a matter of public and permanent record;

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

_____

JIM VETTER, VICE-MAYOR

PASSED: _____

ATTEST: _____

CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by None, seconded by None, and on roll call the following vote ensued:

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

Resolution No. R-66-25

A resolution of appreciation for the public service of Alan J. Barga as a city employee

WHEREAS, Alan J. Barga has retired as a Power Distribution Manager with the City of Piqua; and

WHEREAS, his retirement follows over 24 years of faithful and dedicated service to the City and its citizens.

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: In recognition and appreciation of the public service of Alan J. Barga with the City of Piqua, this Commission tenders its unanimous and respectful tribute by this resolution, which shall be a matter of public and permanent record;

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

_____

JIM VETTER, VICE-MAYOR

PASSED: _____

ATTEST: _____

CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by None, seconded by None, and on roll call the following vote ensued:

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

City of PIQUA

COMMISSION AGENDA STAFF REPORT

MEETING DATE	June 3, 2025	
REPORT TITLE	**Resolution No. R-63-25** A resolution authorizing the police department to enter into an agreement with Motorola Solutions for the purchase of new Body Worn Cameras.	
SUBMITTED BY	Rick Byron, Police Chief Police	
AGENDA CLASSIFICATION	Resolution	
BACKGROUND	The Police Department is seeking to purchase 25 new body-worn cameras to replace the existing units currently in use. The current camera model has been discontinued and is no longer supported by the manufacturer, resulting in growing maintenance challenges and limited access to replacement parts or software updates. These issues hinder the department's ability to ensure consistent, reliable video documentation of officer interactions, which is critical for transparency, accountability, and evidence collection. The body-worn cameras are worn by on-duty Officers, Detectives and members of the Tactical Response Team.	
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted $:	$0
	Expenditure $:	$42,005
	Source of Funds:	The 2025 installment is fully funded by a Bureau of Workers Compensation Grant. ($42,005.00) The remaining 4 installments ($36,055.00 each) will need to be budgeted if other grant funds aren't able to be secured. Total cost of the project is $186,225.00
	Narrative:	
ATTACHMENTS	1. Motorola Solutions Body Worn Camera Quote	

Resolution No. R-63-25

A resolution authorizing the police department to enter into an agreement with Motorola Solutions for the purchase of new Body Worn Cameras.

WHEREAS, the City of Piqua Police Department requires the purchase of specialized equipment to fulfill their duties to the citizens of the City of Piqua, and;

WHEREAS, the City of Piqua has received a partial grant for the replacement of Body Worn Cameras, and;

WHEREAS, after receiving a replacement quote from Motorola Solutions. The Piqua Police Department has determined to use the quote provided, and;

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

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 total budget for this project is not to exceed $186,225.00 with the first installment of $42,005.00 being fully funded in 2025 by a Bureau of Workers Compensation Grant.

SEC. 2: The remaining four installments of $36,055.00 each will need to be budgeted if other grant funds aren't secured in those budget years.

SEC. 3: A purchase order is hereby authorized to Motorola Solutions for 25 Body Worn Camera Systems.

SEC. 4: The Finance Director certifies funds are available and is thereby authorized to draw their warrant on the appropriate account of the City Treasury in payment for said equipment purchases.

SEC. 5: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

_____

JIM VETTER, VICE-MAYOR

PASSED: _____

ATTEST: _____

CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by None, seconded by None, and on roll call the following vote ensued:

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

MOTOROLA SOLUTIONS

QUOTE-2902756
(25) V700s, ELC

Billing Address:
PIQUA POLICE DEPT, CITY OF
100 N WAYNE ST
Piqua, OH 45356
US

Quote Date:11/19/2024
Expiration Date:06/25/2025
Quote Created By:
Matthew Fitzpatrick
Matt.Fitzpatrick@
motorolasolutions.com

End Customer:
PIQUA POLICE DEPT, CITY OF

Contract: 21336 - OHIO, STATE OF

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
	Video as a Service						
1	AAS-BWC-5YR-001	BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE	25	5 YEAR	$4,140.00	$103,500.00	
2	PSV00S03897A	REMOTE DEPLOYMENT, CONFIGURATION AND PROJECT MANAGEMENT	1		$3,200.00	$3,200.00	
3	WGC02001-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS*	25	5 YEAR	Included	Included	
4	WGB-0741A	V700 BODY WORN CAMERA FIRSTNET READY	25		Included	Included	3 YEAR
5	LSV07S03512A	ESSENTIAL SERVICE W/ACC DMG AND ADV REPLACEMENT	25	5 YEAR	Included	Included	
6	SWV07S03593A	SOFTWARE ENHANCEMENTS	25	5 YEAR	Included	Included	
7	WGA00668-KIT	V700 LOCKING MOLLE MNT WITH BWC BOX	25		Included	Included	
8	AAS-BWC-XFS-DOC	V300/V700 TRANSFER STATION - VIDEO-AS-A-SERVICE	4	5 YEAR	$1,800.00	$7,200.00	
9	WGB-0138AAS	TRANSFER STATION, 8 SLOTS, FOR V300/V700 VAAS	5		Included	Included	

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
10	AAS-BWC-WIF-DOC	V300/V700 WIFI CHARGE/ UPLOAD DOCK - VIDEO-AS-A-SERVICE	13	5 YEAR	$300.00	$3,900.00	
11	WGB-0142AAS	VIDEO EQUIPMENT, V700 WIFI BASE FOR 4RE VAAS	13		Included	Included	
12	WGP02950	V700 BATTERY, 3.8V, 4180MAH, REMOVABLE	25		$110.00	$2,750.00	
13	SSV00S01450B	LEARNER LXP SUBSCRIPTION*	25	5 YEAR	$0.00	$0.00	
	VideoManager EL or EX: Video Evidence Management						
14	WGC02002	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER IN-CAR VIDEO SYSTEM WITH 2 CAMERAS*	13	5 YEAR	$4,475.00	$58,175.00	
15	WGC01013	VIRTUAL UPLOAD APPLIANCE*	1	5 YEAR	$7,500.00	$7,500.00	
WGC02002	Incomplete						
WGC01013	Incomplete						
WGC02001-VAAS	Incomplete						
Grand Total						$186,225.00(USD)	

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Pricing Summary

	Payment Term	Upfront Sale Price
Upfront Costs*		
		$5,950.00
Upfront Subscription Fee		
Video as a Service	Annually	$22,920.00
VideoManager EL or EX: Video Evidence Management	Annually	$13,135.00
Sub Total:		**$42,005.00**

	Payment Term	Sale Price	Annual Sale Price
Year 2 Subscription Fee			
Video as a Service	Annually	$22,920.00	$22,920.00
VideoManager EL or EX: Video Evidence Management	Annually	$13,135.00	$13,135.00
Year 3 Subscription Fee			
Video as a Service	Annually	$22,920.00	$22,920.00
VideoManager EL or EX: Video Evidence Management	Annually	$13,135.00	$13,135.00
Year 4 Subscription Fee			
Video as a Service	Annually	$22,920.00	$22,920.00
VideoManager EL or EX: Video Evidence Management	Annually	$13,135.00	$13,135.00
Year 5 Subscription Fee			
Video as a Service	Annually	$22,920.00	$22,920.00
VideoManager EL or EX: Video Evidence Management	Annually	$13,135.00	$13,135.00
Sub Total:			**$144,220.00**
Grand Total System Price (Inclusive of Upfront and Annual Costs)			**$186,225.00**

**Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.*

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- Additional information is required for one or more items on the quote for an order.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

City of PIQUA

COMMISSION AGENDA STAFF REPORT

MEETING DATE	June 3, 2025	
REPORT TITLE	**Resolution No. R-67-25** A resolution authorizing the City Manager to sell a 5.079 acre parcel of land, at 9801 SR 66, Piqua, OH to AES Ohio.	
SUBMITTED BY	Kevin Krejny, Director Water	
AGENDA CLASSIFICATION	Resolution	
BACKGROUND	Resolution R-118-22, 10/18/2022, sold 3.5 miles of Piqua's 69 kV transmission line to AMP Transmission, LLC. With the future substation(s) being located near alternative Hardin Road. This sale of land to AES Ohio and the leasing of adjacent land to AMP-T, will allow Piqua Power to improve control, reliability, and reduce outages in a large portion of Piqua's power service area.	
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted $:	NA
	Expenditure $:	NA
	Source of Funds:	This will be a sale of land, at $25,000 per acre.
	Narrative:	The City of Piqua has the land, the need, and the willingness to work with AES to improve the reliability and operational flexibility of the Piqua Power Department power grid, to install new power-related infrastructure at 9801 SR 66, Piqua, Ohio.
ATTACHMENTS	1. Resolution - City of Piqua Sale to AMP Transmission LLC 2. Commission Report - City of Piqua Sale to AMP Transmission LLC 3. 93322 City of Piqua - Preliminary Boundary Survey aerial (1) 4. OPPD_EMF_onesheet_052124 5. Piqua Power Improvements final 6. SIGNED 10.18.22 RESOLUTION	

Resolution No. R-67-25

A resolution authorizing the City Manager to sell a 5.079 acre parcel of land, at 9801 SR 66, Piqua, OH to AES Ohio.

WHEREAS, the City of Piqua ("Municipality") owns and operates power-related equipment, with the purpose of supplying Piqua Power customers with energy;

WHEREAS, AES Ohio, formerly The Dayton Power &Light Company (DP&L), is a subsidiary of AES Corporation;

WHEREAS, AES Ohio is willing to purchase land from the City of Piqua, and financially facilitate the installation of power system improvements for AES Ohio;

WHEREAS, the City of Piqua, has land that is located, where these improvements would logically be installed, and not using this land for any other essential services;

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:

_____

JIM VETTER, VICE-MAYOR

PASSED: _____

ATTEST: _____

CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by None, seconded by None, and on roll call the following vote ensued:

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

RESOLUTION NO. R-118-22

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT OR CONTRACTS, FOR THE SALE OF MUNICIPAL-OWNED TRANSMISSION ASSETS TO AMP TRANSMISSION, LLC, A SUBSIDIARY OF AMERICAN MUNICIPAL POWER, INC. (AMP)

WHEREAS**,** the City of Piqua, Ohio (“Municipality”) owns, among other equipment, approximately 3.5 miles of 69 kilovolt (“kV) transmission line, a 69 kV substation including two switches, a circuit breaker and other transmission facilities at Piqua Substation 5. The 69 kV facilities, and associated equipment are more particularly described on Exhibit A to the Asset Purchase and Sale Agreement (collectively the “Equipment”);

WHEREAS**,** American Municipal Power, Inc. ("AMP"), is an Ohio nonprofit corporation, organized to own and operate facilities, or to provide otherwise, for the generation, transmission or distribution of electric capacity and energy, or any combination thereof, and to furnish technical services on a cooperative, nonprofit basis, for the mutual benefit of AMP members ("Members"), such Members, including this Municipality, being political subdivisions that operate municipal electric utility systems in Delaware, Indiana, Kentucky, Ohio, Maryland, Michigan, Pennsylvania, Virginia and West Virginia;

WHEREAS**,** AMP Transmission, LLC (“AMPT”) is an Ohio nonprofit limited liability company, and a subsidiary of AMP, organized to own and operate facilities, or to provide otherwise, for the transmission of electric energy, and to furnish technical services on a cooperative, nonprofit basis, for the mutual benefit of AMP's members, including the City of Piqua, Ohio; and,

WHEREAS**,** AMPT is willing to purchase the Municipality's transmission Equipment in order to relieve the Municipality of the transmission owner obligations and responsibilities associated with the ownership and operation of the aforementioned Equipment and achieve Municipality’s reliability and other goals.

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: That the City Manager is hereby authorized to enter into a contract or contracts with AMPT for the sale of transmission equipment and related appurtenances, as well as the lease of land owned by the Municipality, substantially in the form on file with the Clerk, including Appendices thereto, with such changes as the City Manager may approve as neither inconsistent with this Resolution nor materially detrimental to the Municipality, his execution to be conclusive evidence of such approval.

SEC. 2: That the City Manager is hereby authorized to take any action necessary for Municipality to fulfill its obligations under the aforementioned agreements.

SEC. 3: That, any other Ordinances and Resolutions or portions of Ordinances and Resolutions inconsistent herewith are hereby repealed, but any Ordinances and Resolutions or portions of Ordinances and Resolutions not inconsistent herewith and which have not previously been repealed are hereby ratified and confirmed.

SEC. 4: That, it is found and determined that all formal actions of this City Commission concerning and relating to the adoption of this resolution were adopted in an open meeting of this City Commission and that all deliberations of this City Commission and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements.

SEC. 5: That, if any other prior Ordinance or Resolution is found to be in conflict with this Resolution, then the provisions of this Resolution shall prevail. Further, if any portion of this Resolution is found to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Resolution or any part thereof.

SEC. 6: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

_____
CINDY PEARSON, MAYOR

PASSED: _____

ATTEST: _____

CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by_____

seconded by_____ and on roll call the following vote ensued:

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

City of PIQUA

Commission Agenda Staff Report

MEETING DATE	October 18, 2022			
REPORT TITLE	A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT OR CONTRACTS, FOR THE SALE OF MUNICIPAL-OWNED TRANSMISSION ASSETS TO AMP TRANSMISSION, LLC, A SUBSIDIARY OF AMERICAN MUNICIPAL POWER, INC. (AMP)			
SUBMITTED BY	Name & Title: Ed Krieger, Power System Director			
	Department: Power System			
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
APPROVALS/REVIEWS	☒ City Manager		☒ Finance Director	
	☒ Development Director		☒ Law Director	
	☒ Department Director		☒ Other: Energy Board	

BACKGROUND

The City of Piqua owns, operates and maintains networked 69,000 Volt (69kV) transmission assets. Piqua currently is responsible for all costs associated with these assets, even though these same assets are utilized and provide system benefits to the electric grid in general and specifically, the DP&L/AES Ohio transmission zone and all the customers served within that region.

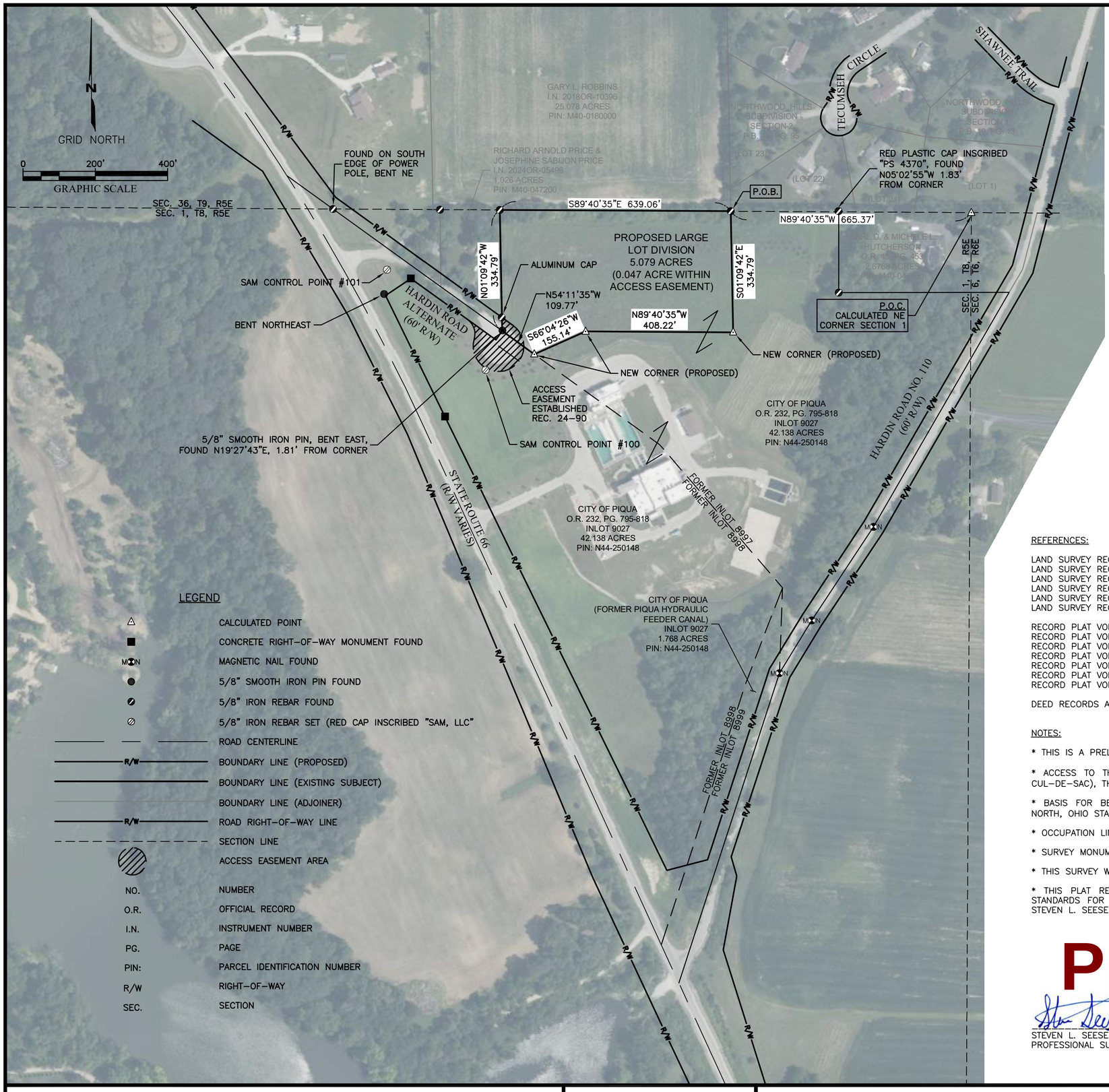
Piqua is proposing to sell a portion of its networked 69kV assets to AMP Transmission, specifically the 3.5 mile transmission line and related substation equipment originating from Piqua's Substation #5 and terminating at the DP&L/AES Ohio 3-Way Switch located on Hardin Road, at the net book value of $1.2 million. This value was audited and confirmed by Piqua's long-standing electric rate consultant, Sawvel & Associates.

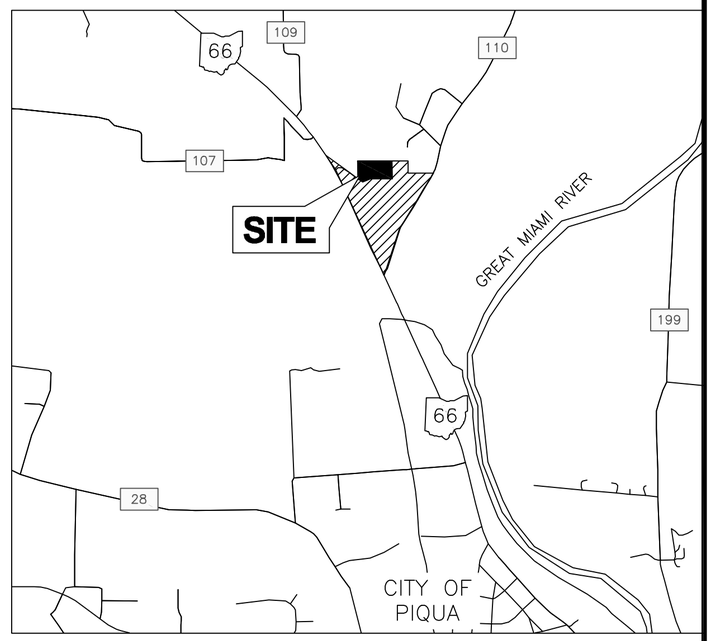
AMP Transmission plans to seek FERC approval for a revenue requirement rate in the DP&L/AES Ohio transmission zone. Once approved, AMP Transmission will earn a return on this asset investment over time, with customers sharing in the corresponding cost based on their use of the region's electric grid. The City of Piqua currently represents 1-2% of the customer load within this region, which would represent Piqua's cost-contribution for these assets moving forward.

Once the sale of assets is complete, Piqua and AMP Transmission will work

BACKGROUND (continued)	together to identify transmission system improvement projects that will enhance the reliability of service to Piqua and the region. The costs associated with these projects, once approved through the PJM process, will be funded by AMP Transmission and cost-recovered over time via the same process described and utilized for the Piqua asset sale. The Piqua Energy Board unanimously recommended Piqua City Commission authorize Piqua's City Manager to enter into a contract or contracts, for the sale of municipal-owned transmission assets to AMP Transmission at their net book value at their regular August 23, 2022 meeting.	
BUDGETING AND FINANCIAL IMPACT	Upon closing, on or before January 1, 2023, Piqua will receive the net book value for the asset sale of $1.2 million. These funds will be deposited in the City of Piqua's Electric Fund.	
OPTIONS	1.	Approve the Resolution authorizing the City Manager to enter into a contract or contracts, for the sale of municipal-owned transmission assets to AMP Transmission, LLC, a subsidiary of AMP.
	2.	Do not approve the Resolution and provide staff with further direction.
PROJECT TIMELINE	The asset sale has an expected closing date on or before January 1, 2023. Potential reliability enhancements will then be identified and planned for future years once the sale is completed.	
REASON FOR SELECTING CONSULTANT/COMPANY	AMP is the non-profit wholesale power supplier and services provider for 133 member municipal electric systems in 9 states. AMP was formed in 1971 for the benefit of its member/owners. Piqua serves on the 21 member AMP Board of Trustees. AMP Transmission, LLC, a subsidiary of AMP was formed in 2018 to own, operate and maintain transmission facilities for the benefit of its members. AMP Transmission is currently operational in the ATSI and AEP transmission zones and is working toward a rate in the DP&L/AES Ohio transmission zone. AMP Transmission currently owns transmission assets in nine member communities, including 32 miles of transmission lines and 14 transmission substations. Engineering is currently underway to support PJM approved reinforcement construction projects in 5 AMP member communities.	
STAFF RECOMMENDATION	Approve the Resolution authorizing the City Manager to enter into a contract or contracts, for the sale of municipal-owned transmission assets to AMP Transmission, LLC, a subsidiary of AMP.	
ATTACHMENT	City of Piqua/AMP Transmission (10-18-22)	

VOLUME _____ PAGE _____
MIAMI COUNTY ENGINEERS
RECORD OF LAND SURVEYS





VICINITY MAP (NOT TO SCALE)

LEGEND

△	CALCULATED POINT
■	CONCRETE RIGHT-OF-WAY MONUMENT FOUND
MAG NAIL	MAGNETIC NAIL FOUND
●	5/8" SMOOTH IRON PIN FOUND
⌀	5/8" IRON REBAR FOUND
⌀	5/8" IRON REBAR SET (RED CAP INSCRIBED "SAM, LLC"
———	ROAD CENTERLINE
R/W	BOUNDARY LINE (PROPOSED)
———	BOUNDARY LINE (EXISTING SUBJECT)
———	BOUNDARY LINE (ADJOINER)
R/W	ROAD RIGHT-OF-WAY LINE
- - - -	SECTION LINE
▨	ACCESS EASEMENT AREA
NO.	NUMBER
O.R.	OFFICIAL RECORD
I.N.	INSTRUMENT NUMBER
PG.	PAGE
PIN:	PARCEL IDENTIFICATION NUMBER
R/W	RIGHT-OF-WAY
SEC.	SECTION

REFERENCES:

LAND SURVEY RECORD VOLUME 53, PAGE 121
LAND SURVEY RECORD VOLUME 53, PAGE 120
LAND SURVEY RECORD VOLUME 39, PAGE 165
LAND SURVEY RECORD VOLUME 35, PAGE 112
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LAND SURVEY RECORD VOLUME 53, PAGE 121

RECORD PLAT VOLUME 25, PAGE 41
RECORD PLAT VOLUME 24, PAGE 90
RECORD PLAT VOLUME 24, PAGE 89
RECORD PLAT VOLUME 24, PAGE 62
RECORD PLAT VOLUME 17, PAGE 144
RECORD PLAT VOLUME 10, PAGE 95
RECORD PLAT VOLUME 10, PAGE 13

DEED RECORDS AS SHOWN

FLOOD STATEMENT:

ACCORDING TO F.E.M.A. MAP NO. 39109C0042F, DATED JUNE 5, 2020, NO PORTION OF THE SUBJECT PROPERTY SHOWN HEREON LIES WITHIN A SPECIAL FLOOD HAZARD AREA. THIS STATEMENT IS FOR INSURANCE PURPOSES ONLY AND IS NOT A GUARANTEE THAT THE PROPERTY WILL OR WILL NOT FLOOD.

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Preliminary

11/22/2024 4:08:46 PM

STEVEN L. SEESE _____ DATE
PROFESSIONAL SURVEYOR NO. 8895

STATE OF OHIO · STEVEN L. SEESE · 8895 · REGISTERED PROFESSIONAL SURVEYOR

SAM™
929 Eastwind Drive, Suite 201
Westerville, Ohio 43081
Ofc: 614.899.0079
Fax: 614.899.3175
email: info@sam.biz

PROJECT:	AES OHIO CITY OF PIQUA LLD
JOB NUMBER:	93322
DATE:	11-22-2024
SCALE:	1"=200'
SURVEYOR:	SLS
TECHNICIAN:	SLS
DRAWING:	93322-BDY
TRACT ID:	N44-250148
PARTYCHIEF:	JSS
FIELDBOOKS:	

PRELIMINARY BOUNDARY SURVEY
CITY OF PIQUA, OHIO
LARGE LOT DIVISION FOR AES OHIO
SECTION 1, TOWNSHIP 8, RANGE 5 EAST
CITY OF PIQUA, MIAMI COUNTY, OHIO

SHEET 1
OF 1

PATH:\\SAMINC\COL\PROJECTS\1024093322\100\SURVEY\02BASE\93322-BDY.DWG

Omaha Public Power District

ELECTROMAGNETIC FIELDS

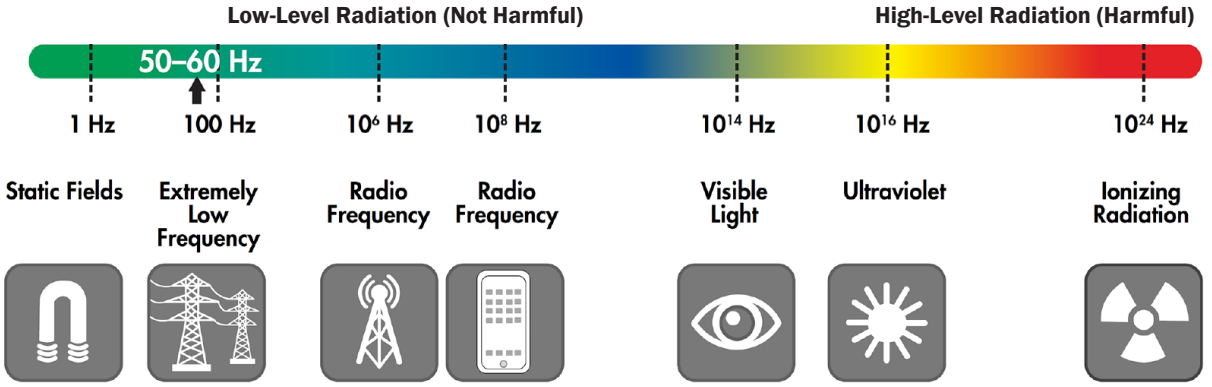
OPPD is committed to providing reliable electric service for our customers. Safety is a top concern, so we constantly study and monitor industry research regarding electric and magnetic fields or electromagnetic fields (EMF). Electricity is a necessity in daily life, and many of us are in contact with electric and magnetic fields all the time.

The World Health Organization (WHO) noted in their International EMF Project research that "no major public health risks have emerged from several decades of EMF research." The WHO, EPA and other reputable sources have determined that EMF created by transmission or power lines has no proven negative effects on human, animal or plant life.

ELECTRIC AND MAGNETIC FIELDS

Electric fields are created by any electronic appliance that is plugged in, even when it is switched off. Magnetic fields are created by currents or electricity flowing through a wire. Magnetic fields are only created when an appliance is plugged in and turned on.

Magnetic fields are measured in hertz (Hz) or milligauss (mG), which measure magnetic field strength or intensity. The strength of magnetic or electric fields weakens exponentially the farther you get from from the source.



Electromagnetic spectrum, EPRI, "EMF and Your Health," 2019

LOW-LEVEL RADIATION VS. HIGH-LEVEL RADIATION

EMF is typically grouped into two categories, based on frequency: Low-level radiation and high-level radiation.

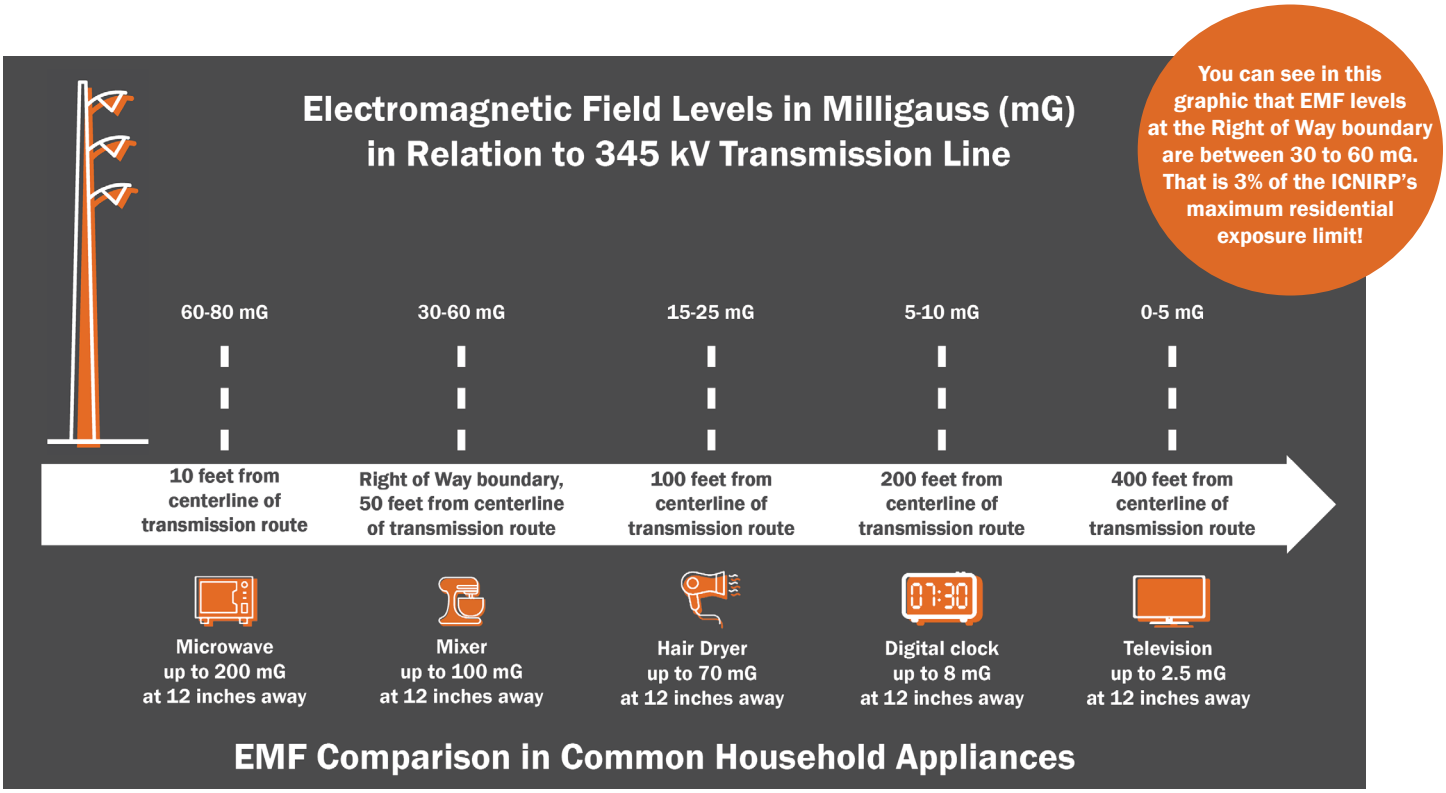
Low-level radiation is generally perceived as harmless to humans. Some common low-level examples include television and radio waves, cell phones and microwaves.

High-level radiation, such as the kind of radiation from x-rays, has the potential to cause cellular and DNA damage.

As you can see in the graphic above, power lines produce extremely low frequency waves. Household appliances like the remote control for your TV, microwaves and hair dryers, which emit EMF between "radio frequency" and "visible light" on the graphic above, produce much higher levels of radiation because you operate them at a much closer distance. Some low radiation EMF is constant, while appliances only emit EMF when they are being used. It is worth noting that visible light and ultraviolet rays, such as those emitted from the sun, can create more harmful radiation than appliances and transmission or power lines.

EXPERT FINDINGS

Two international expert groups, the Institute of Electrical and Electronic Engineers (IEEE) and the International Commission on Non-Ionizing Radiation Protection (ICNIRP), have issued exposure guidelines based on avoiding very high levels of exposure that can produce short-term biological responses, such as the perception of a faint tingling on the skin. Both organizations have concluded that no adverse health effects occur at EMF levels below their exposure guidelines of 9,040 mG (IEEE) and 2,000 mG (ICNIRP). *In fact, EMF levels under a typical 345 kV high voltage transmission line are typically between 60 and 80 mG, which it more than 96% below the ICNIRP's strictest guidelines for residential exposure.*



Magnetic field profiles from transmission lines and distribution lines, applicance typical levels and exposures, EPRI, "EMF and Your Health," 2019

EMF STUDIES

More than 2,900 research studies have been conducted to determine whether an association exists between exposure to EMF and human health. WHO examined more than 200 reports on EMF research, and concluded, "Based on a recent in-depth review of the scientific literature, the WHO concluded that current evidence does not confirm the existence of any health consequences from exposure to low level electromagnetic fields."

FURTHER READING

We understand that transparency is crucial in addressing misunderstandings related to EMF. To that end, we are happy to share information and studies from dependable sources regarding EMF and transmission line safety:

Electric Power Research Institute, 2019 update
"EMF and Your Health"
https://www.epri.com/research/products/000000003002016508

World Health Organization
"Electromagnetic fields"
https://www.who.int/health-topics/electromagnetic-fields

National Institutes of Environmental Health Sciences
"Electric & Magnetic Fields"
https://www.niehs.nih.gov/health/topics/agents/emf

United States Environmental Protection Agency
"Electric and Magnetic Fields from Power Lines"
https://www.epa.gov/radtown/electric-and-magnetic-fields-power-lines

For information about OPPD's commitment to safety, please visit:
https://www.oppd.com/residential/energy-efficiency/health-and-safety/

Omaha Public Power District

9801 SR 66 Power Upgrade

Past, Present, Future

Groups Involved

Piqua Power

AMP

AMP-T

AES, formerly known as DP&L

Piqua Power Department

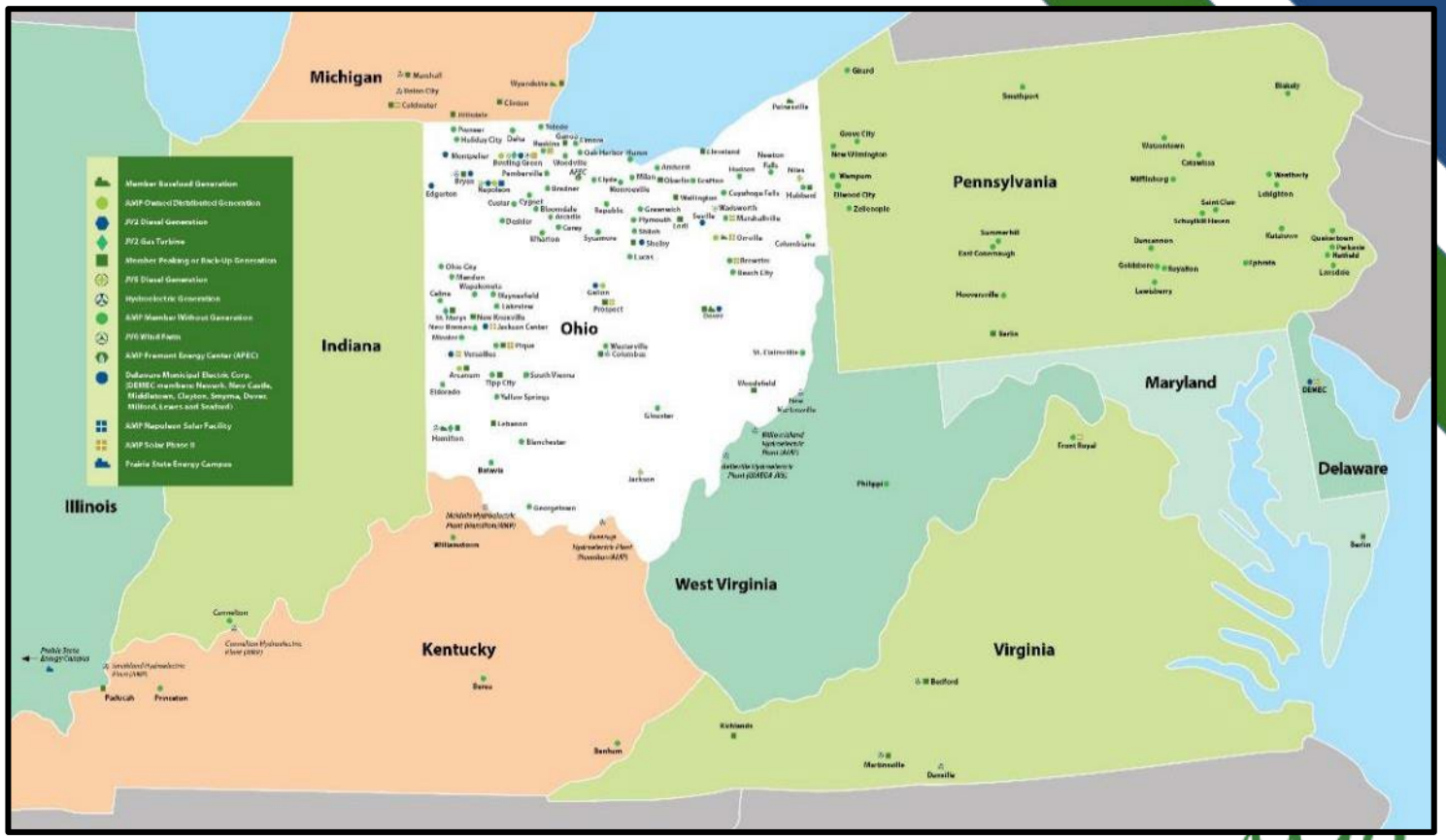
- Power provider to customers in Piqua and surrounding area
- Operations and Maintenance (day-to-day)
  - Piqua distribution system
  - System substations
  - Seasonal peak generation
- Capital Improvements (long term)
  - Existing power infrastructure replacement and upgrades
  - Infrastructure for Piqua growth

AMP (American Municipal Power)

Non-profit wholesale power supplier and services provider for 133 Member municipal electric systems.

- Formed in 1971
- 200 Employees
- HQ: Columbus, OH

- 21-Member Board of Trustees comprised of member system officials
- 133 members located in 9 states
  - KY, OH, PA, MI, VA, MI, DE, WV, IN
- Members serving approximately 650,000 meters
- Assets totaling over $6.6 billion
- Mixed generation technologies
- Diverse energy portfolio
- Nearly 3,500 MW peak load



AMP TRANSMISSION

AMP Transmission, LLC

- Formed by AMP Board: 8-23-2018
- Created to own, operate and maintain transmission facilities for the benefit of its member(s)
- Nonprofit, Ohio LLC (Currently AMP is only member)
- Drivers:
  - AMP Strategic Initiative to mitigate transmission costs
  - Members' NERC Bulk Electric System (BES) obligations
  - Address member system needs (reliability and capacity needs)
- Own assets in 14 Member communities

AMP TRANSMISSION

AMP Transmission Opportunities

- AMPT **works for the Member**
- **Members retain control** over existing & future transmission facilities
- **Cost shared** of developing & maintaining transmission facilities
- Strategic partnership for Member's **future transmission needs**
- **Increase effectiveness** in providing electric service **driving economic development** and job growth in the community

AMP TRANSMISSION

AES Ohio

formerly The Dayton Power & Light Company (DP&L)

- Subsidiary of the AES Corporation
- Regional provider of:
  - Distribution services to customers in 24 counties in west central Ohio and
  - Transmission services within the PJM Regional Transmission Organization
  - AES Ohio does not generate electricity – only delivers electricity.
- Provides transmission service that delivers electricity to AMP-T and Piqua Power.

AMP TRANSMISSION

Piqua Power Improvement
Past purchase and Planning

- Piqua Energy Board Meeting August 23, 2022
  - Recommendation sale of assets
- October 18, 2022 - Piqua Commission Resolution (R-118-22)- Passed 4-0
  - Sale of municipal-owned transmission assets to AMP Transmission
- Piqua Power sold 3.5 miles of 69kV Transmission Line to AMP-Transmission
  - Sale price of $1,200,000
  - Originating from Piqua's Substation #5 and terminating at the AES Ohio 3-Way Switch located on Hardin Road
  - Spelled out future power improvements needed and began planning process

City of Piqua Project Needs

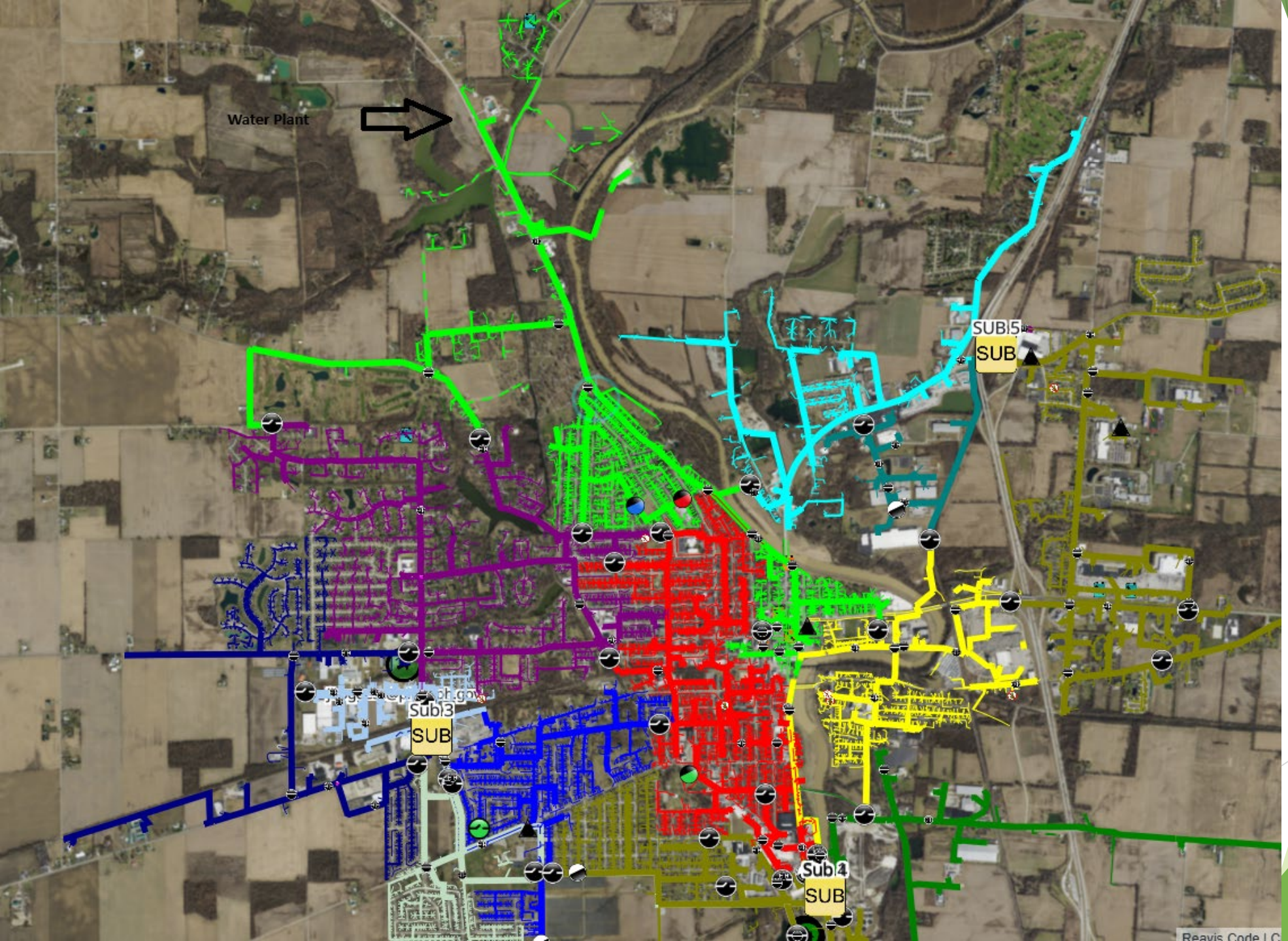
- 2 New Substations
  - New 69/13 kV substation (funded by AMP-T)
    - Approx 2.4 acres withing fence
  - New 69kV substation to replace existing 3-way tap (funded by AES Ohio)
    - Estimated 250’ by 290’= 72,500 sq. ft. = 1.66 acres needed

- These Investments Provide Benefits to the City of Piqua:
  - Increased Reliability
  - Improved Operational Performance

AMP TRANSMISSION

Present Work
9801 SR 66 Improvements

- Sale of 5.079 Acres to AES Ohio
  - Substation and switch gear
- Lease of 2.4 acres to AMP Transmission for Substation
- Piqua Power Department & AMP-Transmission Operations and Maintenance Agreement
  - Ongoing agreement currently used
  - Piqua Power recover of costs (labor and materials) of work performed at the joint substations
  - Has been working well at Sub 5



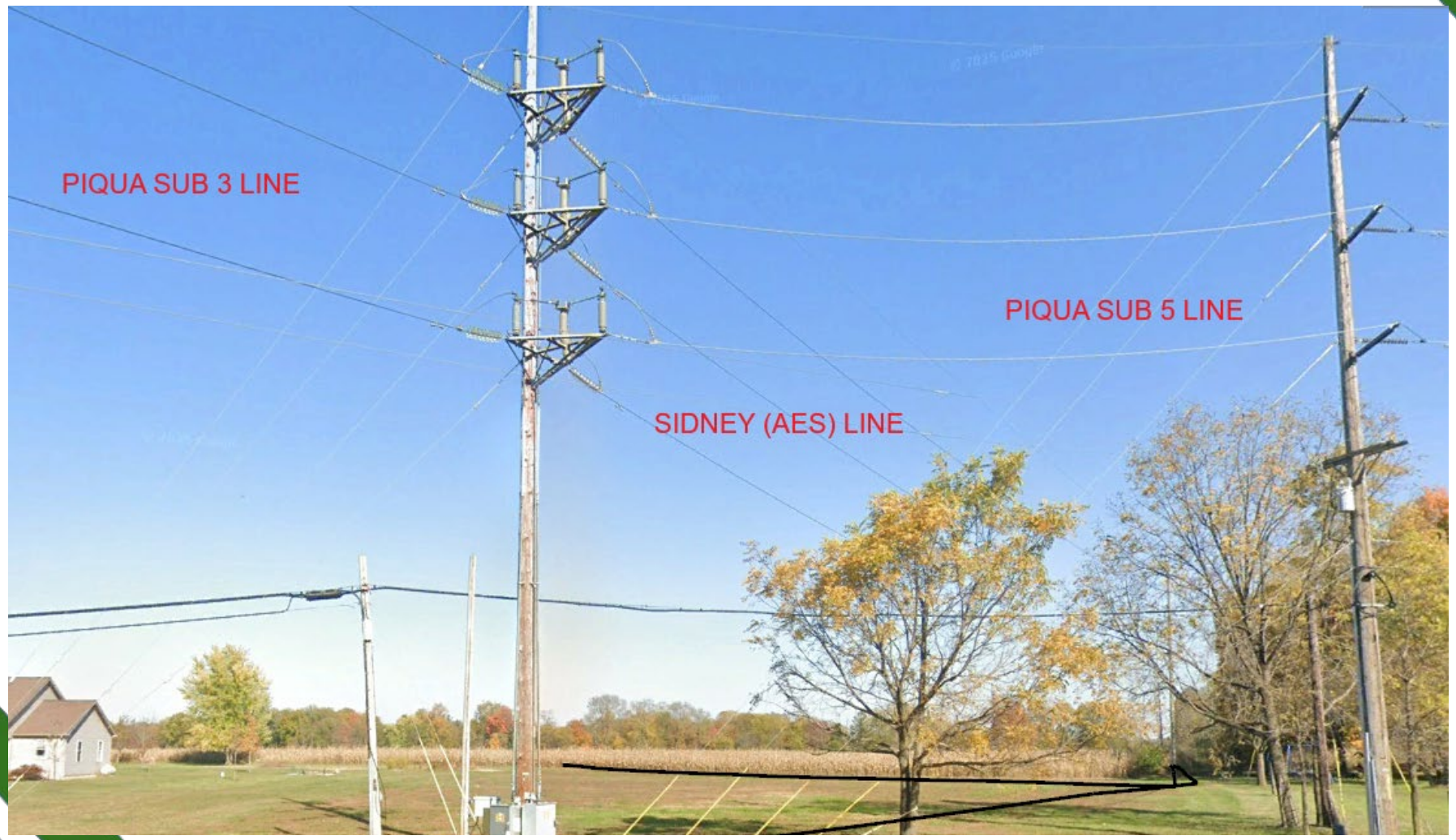
Piqua Power System

Positives for Piqua

- The green zone will have better control to mitigate outages
- Increase future power feed from this region
- Water Treatment Plant and Ziegler Water Booster Stations will see increase reliability, in green zone – WTP could have a direct feed to substation breaker
- Piqua Power can isolate outages/shortages better
- Construction revenue (2% of labor) from building these two substations
- Positive working relationship with AMP-T & AES – similar work that will need to happen to build out energy grid for Exit 78 Development Opportunities
- Sale price on the 5.079 acres ($25,000 per acre)
- 50-year lease fee on 2.4 acres ($25,000 per acre)

AES Green
X
AES sale
AMP-T
lease
AMP T Pink
Piqua Red
and Blue

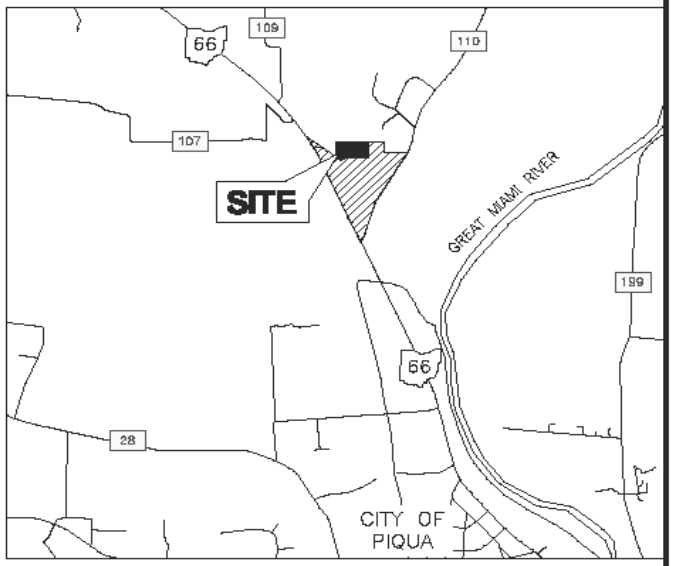
Current AES Three Terminal Line
To be replaced with substations



AMP TRANSMISSION

AES Sale

VOLUME _____ PAGE _____
MIAMI COUNTY ENGINEERS
RECORD OF LAND SURVEYS



VICINITY MAP (NOT TO SCALE)

REFERENCES:

LAND SURVEY RECORD VOLUME 53, PAGE 121
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LAND SURVEY RECORD VOLUME 39, PAGE 185
LAND SURVEY RECORD VOLUME 35, PAGE 112
LAND SURVEY RECORD VOLUME 32, PAGE 107
LAND SURVEY RECORD VOLUME 53, PAGE 121

RECORD PLAT VOLUME 25, PAGE 41
RECORD PLAT VOLUME 24, PAGE 90
RECORD PLAT VOLUME 24, PAGE 89
RECORD PLAT VOLUME 24, PAGE 82
RECORD PLAT VOLUME 17, PAGE 144
RECORD PLAT VOLUME 10, PAGE 95
RECORD PLAT VOLUME 10, PAGE 13

DEED RECORDS AS SHOWN

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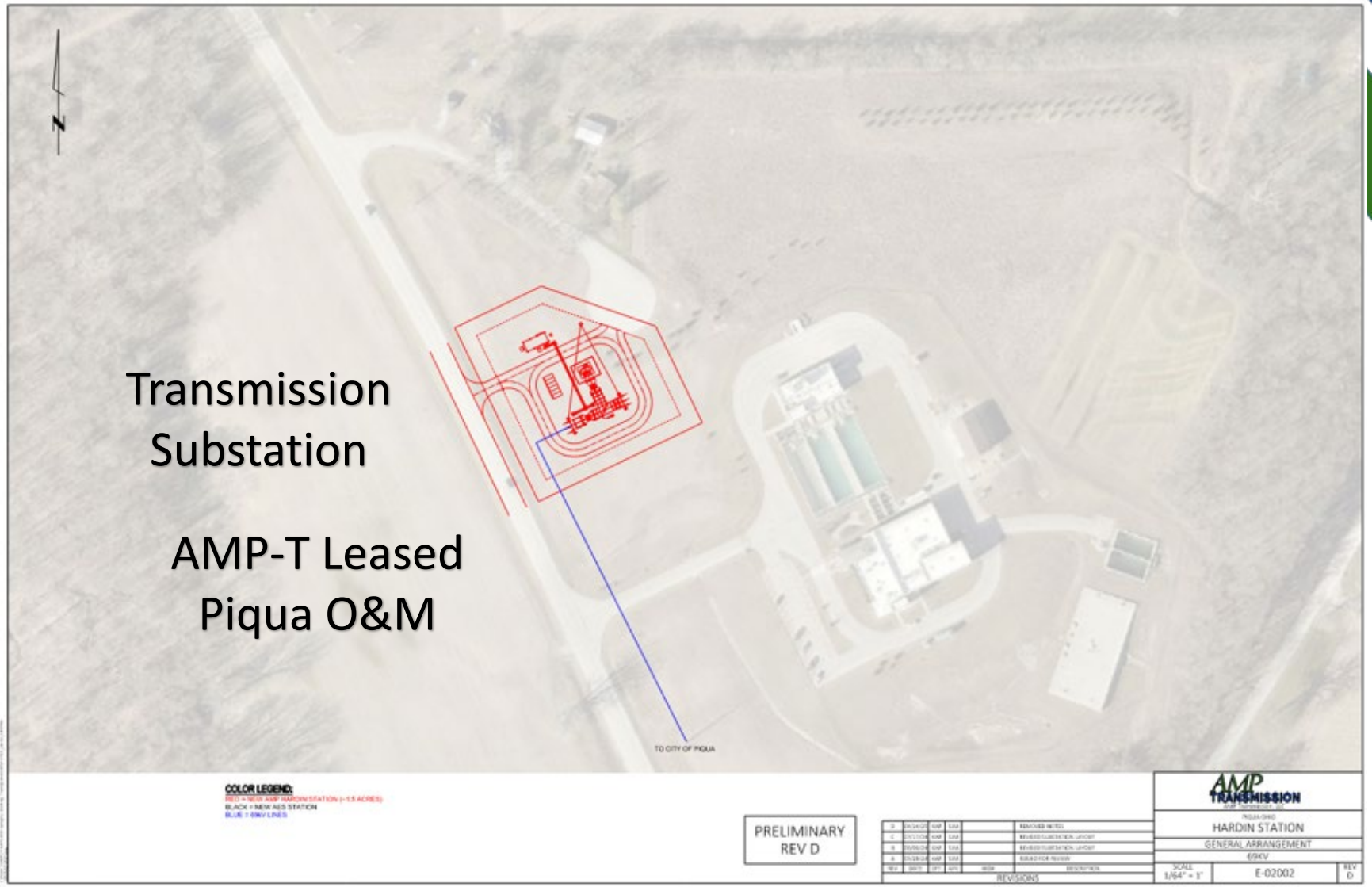
Preliminary

11/22/2024 4:08:46 PM

STEVEN L. SEESE DATE
PROFESSIONAL SURVEYOR NO. 8895

STATE OF OHIO STEVEN L. SEESE 8895 REGISTERED PROFESSIONAL SURVEYOR

AMPT Preliminary Station Layout



AMP TRANSMISSION

AMP-T Preliminary Station Layout

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WHEREAS, the City of Piqua, Ohio ("Municipality") owns, among other equipment, approximately 3.5 miles of 69 kilovolt ("kV) transmission line, a 69 kV substation including two switches, a circuit breaker and other transmission facilities at Piqua Substation 5. The 69 kV facilities, and associated equipment are more particularly described on Exhibit A to the Asset Purchase and Sale Agreement (collectively the "Equipment");

WHEREAS, American Municipal Power, Inc. ("AMP"), is an Ohio nonprofit corporation, organized to own and operate facilities, or to provide otherwise, for the generation, transmission or distribution of electric capacity and energy, or any combination thereof, and to furnish technical services on a cooperative, nonprofit basis, for the mutual benefit of AMP members ("Members"), such Members, including this Municipality, being political subdivisions that operate municipal electric utility systems in Delaware, Indiana, Kentucky, Ohio, Maryland, Michigan, Pennsylvania, Virginia and West Virginia;

WHEREAS, AMP Transmission, LLC ("AMPT") is an Ohio nonprofit limited liability company, and a subsidiary of AMP, organized to own and operate facilities, or to provide otherwise, for the transmission of electric energy, and to furnish technical services on a cooperative, nonprofit basis, for the mutual benefit of AMP's members, including the City of Piqua, Ohio; and,

WHEREAS, AMPT is willing to purchase the Municipality's transmission Equipment in order to relieve the Municipality of the transmission owner obligations and responsibilities associated with the ownership and operation of the aforementioned Equipment and achieve Municipality's reliability and other goals.

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: That the City Manager is hereby authorized to enter into a contract or contracts with AMPT for the sale of transmission equipment and related appurtenances, as well as the lease of land owned by the Municipality, substantially in the form on file with the Clerk, including Appendices thereto, with such changes as the City Manager may approve as neither inconsistent with this Resolution nor materially detrimental to the Municipality, his execution to be conclusive evidence of such approval.

SEC. 2: That the City Manager is hereby authorized to take any action necessary for Municipality to fulfill its obligations under the aforementioned agreements.

SEC. 3: That, any other Ordinances and Resolutions or portions of Ordinances and Resolutions inconsistent herewith are hereby repealed, but any Ordinances and Resolutions or portions of Ordinances and Resolutions not inconsistent herewith and which have not previously been repealed are hereby ratified and confirmed.

SEC. 4: That, it is found and determined that all formal actions of this City Commission concerning and relating to the adoption of this resolution were adopted in an open meeting of this City Commission and that all deliberations of this City Commission and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements.

SEC. 5: That, if any other prior Ordinance or Resolution is found to be in conflict with this Resolution, then the provisions of this Resolution shall prevail. Further, if any portion of this Resolution is found to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Resolution or any part thereof.

SEC. 6: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

CINDY PEARSON, MAYOR

PASSED: 10-18-2022

ATTEST: Dena Tample

CLERK OF COMMISSION

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

Mayor Cindy Pearson	Aye
Commissioner James Vetter	Aye
Commissioner Kris Lee	Aye
Commissioner Chris Grissom	Aye
Commissioner Kazy Hinds	Excused

City of PIQUA

COMMISSION AGENDA STAFF REPORT

MEETING DATE	June 3, 2025	
REPORT TITLE	**Resolution No. R-68-25** A Resolution authorizing the City Manager to enter into a lease of land agreement, with AMP Transmission, LLC. for power system improvements	
SUBMITTED BY	Kevin Krejny, Director Power	
AGENDA CLASSIFICATION	Resolution	
BACKGROUND	Piqua Resolution R-118-22, passed on 10/18/22, started the process of upgrading Piqua Power Infrastructure with the assistance of AMP-T. Piqua sold a portion of its networked 69kV assets to AMP Transmission, specifically the 3.5 mile transmission line and related substation equipment originating from Piqua's Substation #5 and terminating at AES Ohio 3-Way Switch located on Hardin Road, at the net book value of $1.2 million. This lease to AMPT and the land sale of 5.079 acres to AES Ohio are the locations of the power system improvements.	
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted $:	NA
	Expenditure $:	NA
	Source of Funds:	Lease at approximately $25,000 per acre. one-time payment
	Narrative:	Leasing city-owned land at 9801 SR 66, to facilitate a power substation that will be built by AMP-T and operated and maintained in the future by Piqua Power.
ATTACHMENTS	None	

Resolution No. R-68-25

A Resolution authorizing the City Manager to enter into a lease of land agreement, with AMP Transmission, LLC. for power system improvements

WHEREAS, the City of Piqua ("Municipality") owns and operates power-related equipment, with the purpose of supplying Piqua Power customers with energy;

WHEREAS, AMP Transmission, LLC ("AMPT") is an Ohio nonprofit limited liability company, and a subsidiary of AMP;
WHEREAS, (AMPT) is willing to lease land from the City of Piqua, and financially facilitate the installation of power system improvements for the City of Piqua Power Department;

WHEREAS, the City of Piqua, has land that is located, where these improvements would logically be installed, and not using this land for any other essential servcies;

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:

_____
JIM VETTER, VICE-MAYOR

PASSED: _____

ATTEST: _____
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by None, seconded by None, and on roll call the following vote ensued:

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

City of PIQUA

COMMISSION AGENDA STAFF REPORT

MEETING DATE	June 3, 2025	
REPORT TITLE	**Resolution No. R-69-25** A resolution to authorize the City Manager to enter into a Stormwater Easement Agreement and have said agreement recorded.	
SUBMITTED BY	Kyle Hinkelman , Director Community Services	
AGENDA CLASSIFICATION	Resolution	
BACKGROUND	The stormwater easement defined within the agreement relates to the Scot Drive redevelopment project. This easement allows the developer of the project to meet the stormwater requirements for the project. The attached documents include the agreement, legal descriptions of the easement and properties involved, and a depiction of the easement area.	
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted $:	N/A
	Expenditure $:	N/A
	Source of Funds:	N/A
	Narrative:	N/A
ATTACHMENTS	None	

Recording Requested By And When Recorded Mail To:

Kayne Law Group
612 Park St.
Suite 100
Columbus, Ohio 43215

SPACE ABOVE FOR RECORDER'S USE ONLY

STORMWATER EASEMENT AGREEMENT

THIS STORMWATER EASEMENT AGREEMENT (this "**Agreement**") is made this ____day of May, 2025, from **City of Piqua**, an Ohio municipal corporation ("**City**"), to **Basis Piqua, LLC**, an Ohio limited liability company ("**Basis Piqua**"), and **Bucyrus Lodging, Inc.**, an Ohio corporation ("**Bucyrus Lodging**"; collectively Basis Piqua and Bucyrus Lodging are collectively referred to as "**Developer**")

Background Information

A. City owns a certain parcel of real property located in the City of Piqua, County of Miami, State of Ohio, as more particularly described on **Exhibit A**, attached hereto (the "**City Property**").

B. Basis Piqua owns a certain parcel of real property located in the vicinity of the City Property, as more particularly described on **Exhibit B**, attached hereto (the "**Basis Piqua Property**");

C. Bucyrus Lodging owns a certain parcel of real property located in the vicinity to the City Property, as more particularly described on **Exhibit C**, attached hereto (the "**Bucyrus Lodging Property**"; the Bucyrus Lodging Property, the City Property and the Basis Piqua Property are sometimes individually referred to herein as a "**Property**" and sometimes collectively referred to herein as the "**Properties**");

D. Property owned by a third-party property owner ("**Emro Marketing Company**") is located between the Developer Properties, as defined below, and the City Property. The Developer Property has a stormwater easement over the Emro Marketing Company property pursuant to that certain Reciprocal Easement Agreement recorded on November 29, 2023, in the Miami County Recorder's Office as Document Number 8267750 ("**Speedway REA**"). The stormwater easement area in the Speedway REA will abut the stormwater easement granted in this Agreement; and

E. City has agreed, for the benefit of the Basis Piqua Property and Bucyrus Lodging Property (collectively referred to as the "**Developer Properties**"), to grant Developer Properties certain stormwater easement rights on a portion of the City Property as more particularly set forth below

AGREEMENT

NOW, THEREFORE, in consideration of the premises, as set forth in the foregoing Background Information, and of the mutual promises herein set forth, and for Ten and 00/100 Dollars ($10.00) and other good and valuable consideration paid, the Parties agree as follows:

1. Stormwater Easement. Subject to the terms and conditions set forth in this Agreement, City hereby grants and conveys to the Developer Properties, its successors and assigns, as an easement benefitting and appurtenant to the Developer Properties, a non-exclusive perpetual easement in, upon and under the portion of the City Property depicted on **Exhibit D** (the "**Easement Area**") for the purposes of the construction, installation, flow, passage, use, connection, maintenance, repair, removal, and replacement a stormwater sewer, service line, pipes, connections and related improvements thereto (the "**Stormwater Facilities**"). The Easement Area is more particularly described on **Exhibit E**, attached hereto and made a part hereof. City hereby reserves the right to use the Easement Area for any purpose that does not unreasonably interfere with the rights granted to Developer Properties under this Agreement; provided, however, that no building or other structure may be constructed within the Easement Area. City shall have the right at any time to relocate the Easement Area and Stormwater Facilities located upon the City Property upon 30-days' prior written notice to Developer Properties; provided, however, that such relocation shall not interfere with or diminish the utility service to the Developer Properties; shall not reduce or unreasonably impair the usefulness or function of such Stormwater Facilities; shall be performed without cost or expense to Developer Properties; and shall be completed using materials and design standards which equal or exceed those originally used. Developer Properties shall install, maintain and replace, at its sole cost and expense and in a good condition, its Stormwater Facilities that are located on the City Property (unless the provider of the service or a governmental or quasi-governmental authority has agreed to maintain such Stormwater Facilities). Any maintenance and repair by the Developer Properties of Stormwater Facilities located on the City Property shall be performed in such a commercially reasonable manner as to cause as little disturbance in the use of the City Property as is reasonably practicable under the circumstances. Following Developer Properties' installation, maintenance or replacement of the Stormwater Facilities on the City Property, Developer Properties shall restore the affected portion of the City Property to a condition equal to or better than the condition which existed immediately prior to commencement of such work.

2. Insurance. Developer shall, obtain, carry and keep in force, or cause to be obtained, carried and kept in force by an occupant(s) of the Basis Piqua and/or Bucyrus Lodging Properties, commercial general liability insurance against any liability or claim for personal injury, wrongful death or property damage for which Developer is responsible to City under this Agreement or by law, with financially responsible insurers authorized to transact insurance business in the State of Ohio, with a combined single limit of not less than $1,000,000.00 per occurrence. Such insurance may be written by additional premises endorsement on any master policy of insurance which may

cover other property in addition to the Properties which form the subject of this Agreement; provided that the insurer shall provide a schedule to City showing that the coverage provided by such policy shall (a) meet the requirements of this Agreement; (b) not be reduced by any claims made with respect to other properties; and (c) be in such amount as will preclude the insureds from being held to be co-insurers. The policy shall name City as an additional insured (as its interests may appear) and shall provide that it may not be canceled without 30 days' prior written notice City. Upon request, Developer shall provide the City a certificate of insurance evidencing such coverage. Notwithstanding the foregoing provisions hereof to the contrary, any owner or occupant (as applicable) of the Developer Property, or any portion thereof, shall have the right to self-insure.

3. Indemnification.

(a) By Basis Piqua. Except for injuries, deaths, losses, damages, or other matters resulting from the acts or omissions of City or of City's agents, employees, servants, contractors and licensees, Basis Piqua shall indemnify City and save it harmless from and against all loss, liability, damage, actions, causes of action, or claims for injury, death, loss or damage of whatever nature to any person, property or business interest caused by or resulting from an act or omission of Basis Piqua or of Basis Piqua's agents, employees, servants, contractors or licensees arising out of Basis Piqua's use of the Easement Area, and from and against any and all costs, expenses or liabilities (including reasonable fees of attorneys, paralegals, experts, court reporters and others) incurred by City in connection with any claim, action or proceeding in respect of any such loss, liability, damage or claim.

(b) By Bucyrus Lodging. Except for injuries, deaths, losses, damages, or other matters resulting from the acts or omissions of City or of City's agents, employees, servants, contractors and licensees, Bucyrus Lodging shall indemnify City and save it harmless from and against all loss, liability, damage, actions, causes of action, or claims for injury, death, loss or damage of whatever nature to any person, property or business interest caused by or resulting from an act or omission of Bucyrus Lodging or of Bucyrus Lodging's agents, employees, servants, contractors or licensees arising out of Bucyrus Lodging's use of the Easement Area, and from and against any and all costs, expenses or liabilities (including reasonable fees of attorneys, paralegals, experts, court reporters and others) incurred by City in connection with any claim, action or proceeding in respect of any such loss, liability, damage or claim.

4. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns (including successive, as well as immediate, successors and assigns) of the Parties. This Agreement shall supersede any previously executed agreements made between the Parties or between either Party any other third party with respect to the subject matter contained herein.

5. Duplicate Originals. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, taken together, shall constitute a single instrument. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

6. Article and Section Captions. The Article and Section captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain or modify this Agreement or its interpretation, construction or meaning and are in no way to be construed as a part of this Agreement.

7. Severability. If any provision of this Agreement or the application of any provision to any Person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of said provision to any other Person or circumstance, all of which other provision shall remain in full force and effect.

8. Amendments in Writing. No change, amendment, termination or attempted waiver of any of the provisions of this Agreement shall be binding upon any Party unless in writing and signed by the Parties.

9. No Partnership, Joint Venture, or Principal-Agency Relationship. Neither anything contained in this Agreement nor any acts of the Parties shall be deemed or construed by the Parties, or either of them, or by any third Person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between the Parties to this Agreement.

10. Covenants Run With the Land. It is intended that the covenants, easements, agreements, promises and duties of each Party, as set forth in this Agreement, shall be construed as covenants and not as conditions and that all such covenants shall be enforceable against the covenantor and shall also run with the land or constitute equitable servitudes. If a Property is subdivided and sold, any obligation or right attributed to a subdivided parcel shall be deemed an obligation or right of such subdivided parcel and the then owner thereof. Any owner of a Property which is the subject hereof may grant the benefit of, or allow the use of, any right, easement or interest hereunder to any Permittee of any owner from time to time; provided that any such Permittee shall have no greater rights than its permittor and shall look solely to its permittor (or to such permittor's successors or assigns), in each case, for the enforcement of the provision of this Agreement.

11. Reasonableness of Consent or Approval/Further Actions. Whenever a Party is entitled to exercise some right under this Agreement, only with the prior consent or approval of another Party, such consent or approval shall not be unreasonably withheld or delayed. If a Party is required to obtain the written consent or approval of another Party to effectuate a plat, subdivision or lot split of such Party's property, the other Party shall not unreasonably withhold, condition or delay such written consent or approval.

12. No Merger. All of the provisions of this Agreement are for the mutual benefit and protection of the present and all future owners of the Properties; and if there should at any time be common ownership of any of the Properties, or any estate therein then it is the intention of the Parties that there be no merger into the respective fee simple estates of the rights and benefits and the obligations and burdens of this Agreement, but rather that such rights and benefits and such obligations and burdens shall be separately preserved for the benefit of all future owners of the fee simple estates in the Properties.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Ohio.

14. Definition of Certain Terms. As used in this Agreement, the term "**Person**" means a corporation, association, partnership, limited liability company, trust, estate, governmental agency or other entity, as well as an individual or natural person, unless the context otherwise requires, the term "**Permittee**" means the respective employees, agents, customers, contractors, licensees, guests and invitees of City, Basis Piqua, and Bucyrus Lodging, and the term "**Party**" means City, Basis Piqua or Bucyrus Lodging individually (or "**Parties**" shall mean City, Basis Piqua, and Bucyrus Lodging collectively) and their respective successors and assigns. The term "business day" when used herein shall mean a weekday, Monday through Friday, except a legal holiday or a day on which banking institutions in the State of Ohio are authorized by law to be closed.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

[Signature and Acknowledgment Pages Follow]

IN WITNESS WHEREOF, City, Basis Piqua, and Bucyrus Lodging have caused this Agreement to be executed by its duly authorized representative, to be effective as of the date first above written.

CITY:

City of Piqua,
an Ohio municipal corporation

By: _____
Name: _____
Title: _____

STATE OF OHIO)
) **ACKNOWLEDGMENT**
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, _____ of City of Piqua, an Ohio municipal corporation, on behalf of said corporation. This is an acknowledgment certificate. No oath or affirmation was administered to the signer with regard to the notarial act.

_____
Notary Public for _____

My Commission expires:_____

BASIS PIQUA:

Basis Piqua, LLC,
an Ohio limited liability company

By: _____
Name: _____
Title: _____

STATE OF OHIO)
) **ACKNOWLEDGMENT**
COUNTY OF Hamilton)

The foregoing instrument was acknowledged before me this 14 day of May, 2025, by Gerald Royce, Manager of Basis Piqua, LLC, an Ohio limited liability company, on behalf of said corporation. This is an acknowledgment certificate. No oath or affirmation was administered to the signer with regard to the notarial act.

_____
Notary Public for _____

My Commission expires: aug 15 2026

NATALIA HORECHYY
Notary Public
State of Ohio
My Comm. Expires
August 15, 2026

BUCYRUS LODGING:

BUCYRUS LODGING, INC.,
an Ohio corporation

By: _____
Name: AASHISH PATEL
Date: 5/5/25

STATE OF OHIO)
) ss.
COUNTY OF Ohio)

This is an acknowledgment; no oath was administered prior to the notarial act. On this 5th day of May, 2025, before me, a Notary Public in and for said County and State, personally appeared the above-named Aashish Patel, known to me to be the President of **BUCYRUS LODGING, INC.**, an Ohio corporation, which executed the foregoing instrument, being thereunto duly authorized to execute for and on behalf of said company; and who acknowledges that the same is his/her free act and deed as such representative and the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____
Notary Public

JENNA ROSE RANZENBERGER
Notary Public
State of Ohio
My Comm. Expires
August 29, 2027

EXHIBIT A
LEGAL DESCRIPTION OF CITY'S PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PIQUA, COUNTY OF MIAMI, STATE OF OHIO, AND IS DESCRIBED AS FOLLOWS:

BEING INLOTS NUMBERED SIX THOUSAND NINE HUNDRED AND FIFTY TWO (6952) IN SAID CITY OF PIQUA.

EXHIBIT B
LEGAL DESCRIPTION OF BASIS PIQUA PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PIQUA, COUNTY OF MIAMI, STATE OF OHIO, AND IS DESCRIBED AS FOLLOWS:

BEING ALL OF THE INLOTS 9268 and 9267 CONTAINING A TOTAL OF 2.254 ACRES, MORE OR LESS, AS SHOWN ON RECORD PLAT ENTITLED "RED ROOF REPLAT" DATED AUGUST 9, 2024 AND RECORDED IN VOLUME 30 AT PAGE 86, MIAMI COUNTY RECORDER'S RECORD OF PLATS.

EXHIBIT C
LEGAL DESCRIPTION OF BUCYRUS LODGING PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY, COUNTY OF MIAMI, STATE OF OHIO, AND IS DESCRIBED AS FOLLOWS:

BEING ALL OF THE INLOTS 9269 CONTAINING A TOTAL OF 8.624 ACRES, MORE OR LESS, AS SHOWN ON RECORD PLAT ENTITLED "RED ROOF REPLAT" DATED AUGUST 9, 2024 AND RECORDED IN VOLUME 30 AT PAGE 86, MIAMI COUNTY RECORDER'S RECORD OF PLATS.

EXHIBIT D
Depiction of Easement Area

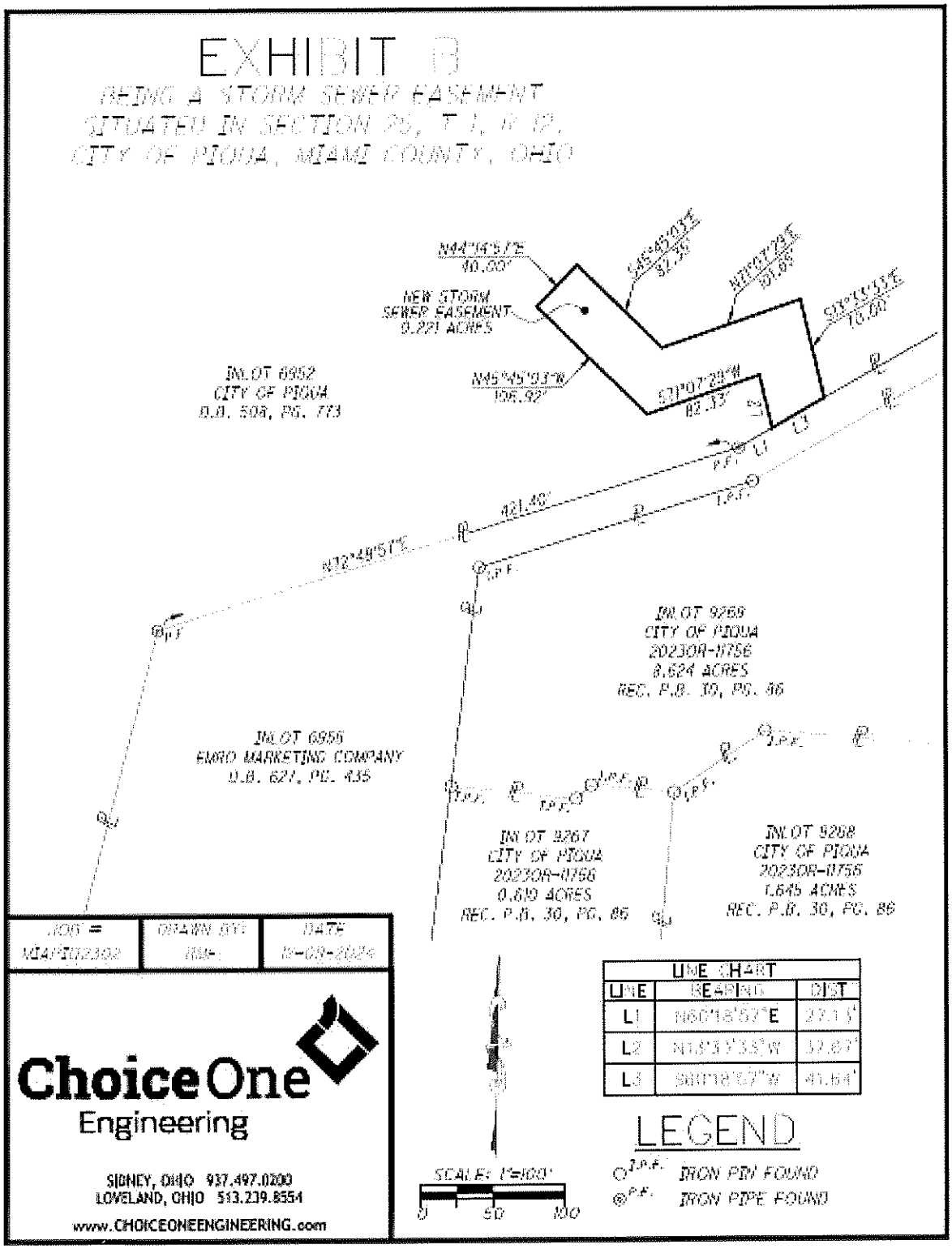


EXHIBIT E
Legal Description of Easement Area

BEING A STORM SEWER EASEMENT OVER, THROUGH, AND ACROSS A PART OF INLOT 6952 OWNED BY THE CITY OF PIQUA AS CONVEYED IN DEED BOOK 508, PAGE 773 OF THE MIAMI COUNTY DEED RECORDS, SITUATE IN SECTION 25, TOWN 1, RANGE 12, CITY OF PIQUA, MIAMI COUNTY, OHIO AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

Commencing for reference at an iron pipe found at the northwest corner of Inlot 6955 owned by EMRO Marketing Company as conveyed in Deed Book 627, Page 435;

thence, North 72°-48'-57" East, 421.40 feet, along the north line of said Inlot 6955 to an iron pipe found;

thence, North 60°-18'-57" East, 27.13 feet, along the north line of said Inlot 6955 to a point and being the principal place of beginning of the easement herein conveyed;

thence, North 13°-33'-33" West, 37.67 feet, along the new storm sewer easement line to a point;

thence, South 71°-07'-29" West, 82.33 feet, along the new storm sewer easement line to a point;

thence, North 45°-45'-03" West, 106.92 feet, along the new storm sewer easement line to a point;

thence, North 44°-14'-57" East, 40.00 feet, along the new storm sewer easement line to a point;

thence, South 45°-45'-03" East, 82.35 feet, along the new storm sewer easement line to a point;

thence, North 71°-07'-29" East, 101.65 feet, along the new storm sewer easement line to a point;

thence, South 13°-33'-33" East, 70.00 feet, along the new storm sewer easement line to a point on the north line of said Inlot 6955;

thence, South 60°-18'-57" West, 41.64 feet, along the north line of said Inlot 6955 to the principal place of beginning.

Containing 0.221 acres more or less and all being subject to any legal highways and easements of record.

The bearings are based on NAD 83 CORS 2011 adjustment, Ohio South Zone, ODOT VRS CORS Network.

The above description was prepared by Allen J. Bertke, Ohio Professional Surveyor Number 8629, based on a field survey performed under his direct supervision and dated December 9, 2024. For a pictorial representation, see attached Exhibit "B".

Allen J. Bertke, PS #8629

12/09/2024
Date

Resolution No. R-69-25

A resolution to authorize the City Manager to enter into a Stormwater Easement Agreement and have said agreement recorded.

WHEREAS, the City of Piqua owns a certain parcel of real property located in the City of Piqua, described in Exhibit A; and

WHEREAS, the project developer, Basis Piqua, along with the hotel developer, Bucyrus Lodging, Inc. (Developer Properties) have an interest in obtaining a stormwater easement from the City of Piqua, subject to the terms and conditions set forth within the attached agreement.

WHEREAS, the City of Piqua, after legal review, wishes to grant and convey to the Developer Properties an easement depicted on Exhibit D attached for ten dollars ($10.00) and other good and valuable consideration paid; and

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

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

SEC. 1: This Commission hereby grants a stormwater easement, as described in the attached agreement and depicted in Exhibit D, to allow the construction, installation, flow, passage, use, connection, maintenance, repair, removal, and replacement of stormwater sewer, service lines, pipes, connections and related improvements for ten dollars ($10.00) and other good and valuable consideration paid.

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

_____

JIM VETTER, VICE-MAYOR

PASSED: _____

ATTEST: _____

CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by None, seconded by None, and on roll call the following vote ensued:

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

City of PIQUA

COMMISSION AGENDA STAFF REPORT

MEETING DATE	June 3, 2025	
REPORT TITLE	**Resolution No. R-70-25** A resolution awarding a contract to CW Tree and Outdoor Service LLC for the 2025 ADA Curb Ramp Program.	
SUBMITTED BY	Kenton Kiser, Engineering Manager Community Services	
AGENDA CLASSIFICATION	Resolution	
BACKGROUND	On May 15th, 2025, six bids were received for the 2025 ADA Curb Ramp Program (see attached Exhibit A). In general, the work will consist of the installation of 70 ADA-compliant handicap ramps at intersections along the streets in the 2025 Pavement Program (see attached Exhibit B). Concrete drive approaches will be installed at multiple alley entrances and catch basins will be replaced as well (see attached Exhibit B).	
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted $:	$320,000
	Expenditure $:	$280,000 (includes 15% contingency)
	Source of Funds:	Street Income Tax (103 Fund), Stormwater and Street 101
	Narrative:	This resolution includes a 15% contingency for items of work which may be required which are not included in the original plans and specifications. This also accounts for any overages that may occur.
ATTACHMENTS	None	

Exhibit A

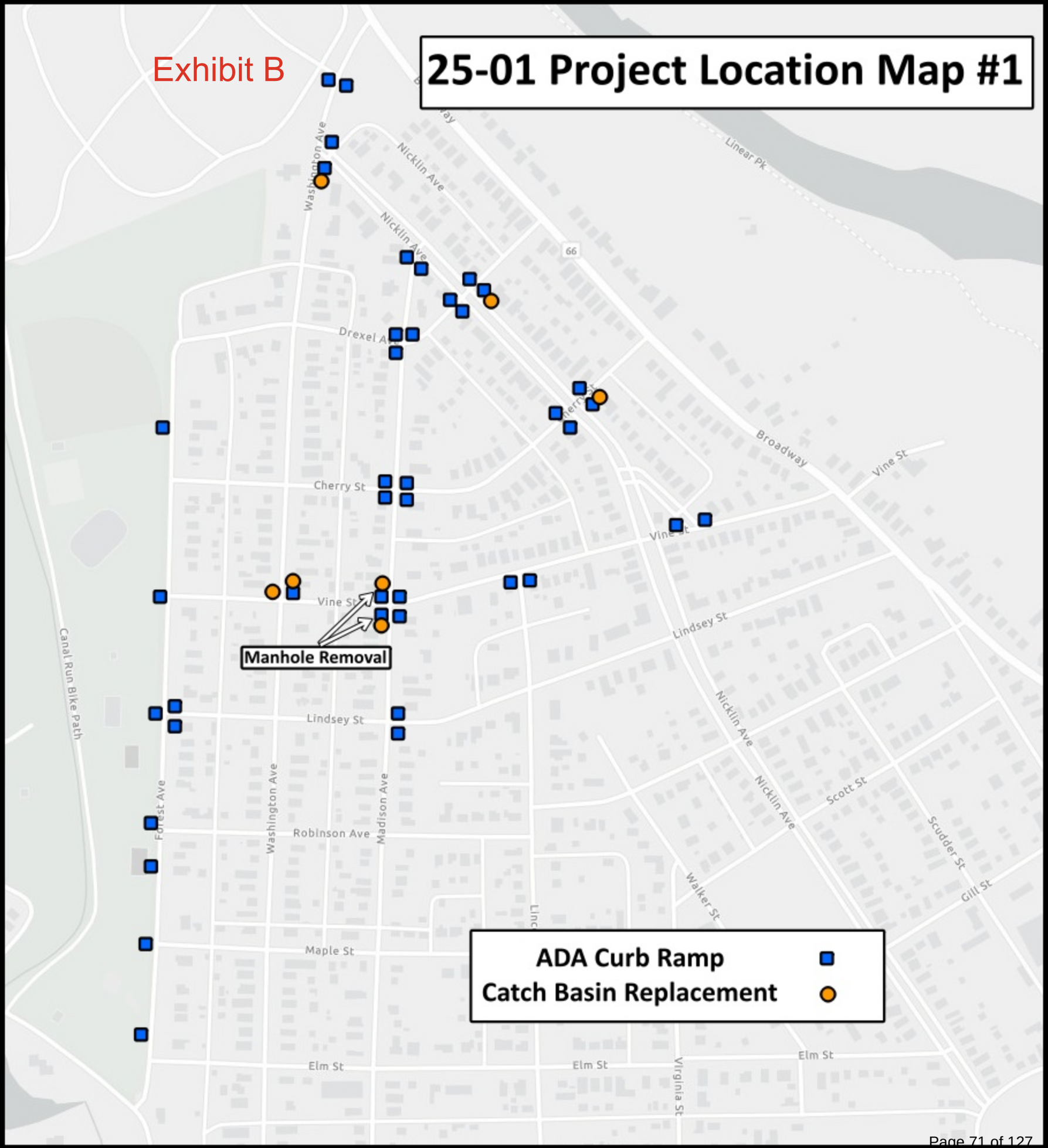
CITY OF PIQUA OHIO ADA CURB RAMP PROGRAM PROJECT #25-01 DEADLINE: MAY 15, 2025 AT 10:00 AM BID TABULATION		CW Tree and Outdoor Service LLC New Carlisle, OH Bidder 1		A to Z Property Maint. LLC Troy, OH Bidder 2	
Bid List Items	**Quantity**	**Price**	**Extension**	**Price**	**Extension**
202 - CONCRETE WALK REMOVED - SF	5145.00	$4.00	$20,580.00	$4.00	$20,580.00
202 - CURB, CURB & GUTTER REMOVED, TYPE 1, 2, 6 - LF	1420.00	$10.00	$14,200.00	$15.00	$21,300.00
202 - DRIVE APPROACH REMOVED - SF	1280.00	$5.50	$7,040.00	$6.00	$7,680.00
SPEC - COMMERCIAL DRIVE APPROACH (8" NON-REINFORCED QC1) - SF	1280.00	$10.00	$12,800.00	$16.00	$20,480.00
608 - CONCRETE WALK (6" NON-REINFORCED QC1) - SF	5760.00	$9.00	$51,840.00	$13.50	$77,760.00
608 - DETECTABLE WARNING (CAST IRON TRUNCATED DOMES 2' x 4', PER PLAN) - EA	82.00	$500.00	$41,000.00	$650.00	$53,300.00
609 - COMBINATION CURB AND GUTTER, TYPE 2 (CITY OF PIQUA, QC1) - LF	600.00	$40.00	$24,000.00	$70.00	$42,000.00
609 - CURB, TYPE 6 (CITY OF PIQUA, QC1) - LF	820.00	$40.00	$32,800.00	$55.00	$45,100.00
611 - CATCH BASIN REPLACED, CITY OF PIQUA TYPE 6 - EA	8.00	$1,222.00	$9,776.00	$6,800.00	$54,400.00
611 - CATCH BASIN REPLACED, CITY OF PIQUA TYPE 1 - EA	1.00	$1,300.00	$1,300.00	$7,800.00	$7,800.00
202 - MANHOLE REMOVAL AND CDF ABANDONED PIPES - EA	2.00	$2,480.00	$4,960.00	$7,200.00	$14,400.00
202 - CATCH BASIN REMOVAL - EA	9.00	$1,000.00	$9,000.00	$1,500.00	$13,500.00
614 - MAINTAINING TRAFFIC - LS	1.00	$4,170.00	$4,170.00	$2,500.00	$2,500.00
653 - TOPSOIL FURNISHED AND PLACED (6") - LS	1.00	$3,670.00	$3,670.00	$4,500.00	$4,500.00
659 - SEEDING AND MULCHING CLASS 1 - LS	1.00	$3,280.00	$3,280.00	$1,500.00	$1,500.00
624 - MOBILIZATION - LS	1.00	$3,890.00	$3,890.00	$1,500.00	$1,500.00
Totals			**$244,306.00**		**$388,300.00**

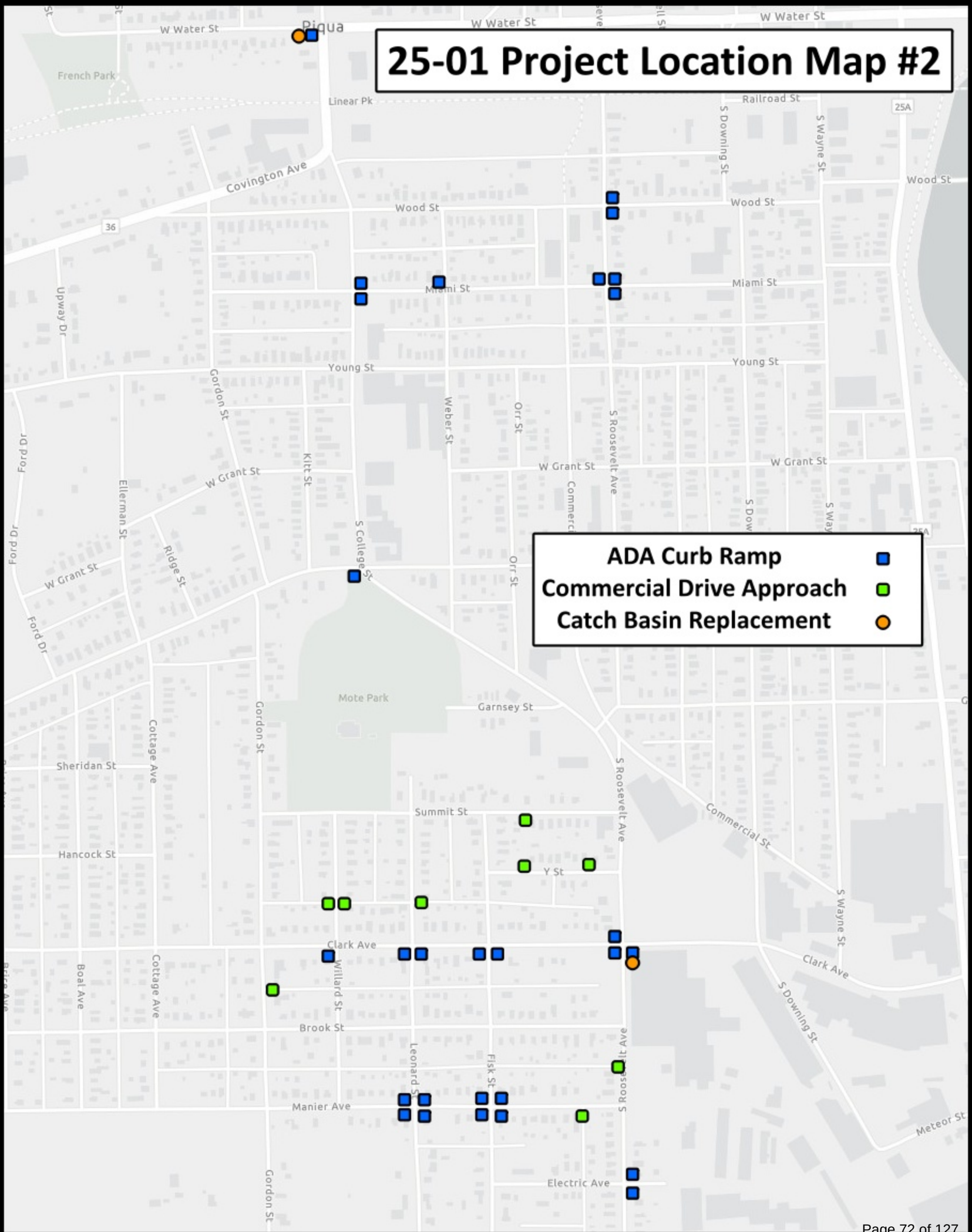
CITY OF PIQUA OHIO ADA CURB RAMP PROGRAM PROJECT #25-01 DEADLINE: MAY 15, 2025 AT 10:00 AM BID TABULATION	Majors Enterprises Inc Monroe, OH Bidder 3		America's Decorative Concrete Greenville, OH Bidder 4	
Bid List Items	**Price**	**Extension**	**Price**	**Extension**
202 - CONCRETE WALK REMOVED - SF	$6.00	$30,870.00	$6.50	$33,442.50
202 - CURB, CURB & GUTTER REMOVED, TYPE 1, 2, 6 - LF	$8.00	$11,360.00	$10.00	$14,200.00
202 - DRIVE APPROACH REMOVED - SF	$6.00	$7,680.00	$9.50	$12,160.00
SPEC - COMMERCIAL DRIVE APPROACH (8" NON-REINFORCED QC1) - SF	$16.00	$20,480.00	$16.00	$20,480.00
608 - CONCRETE WALK (6" NON-REINFORCED QC1) - SF	$15.00	$86,400.00	$15.25	$87,840.00
608 - DETECTABLE WARNING (CAST IRON TRUNCATED DOMES 2' x 4', PER PLAN) - EA	$175.00	$14,350.00	$500.00	$41,000.00
609 - COMBINATION CURB AND GUTTER, TYPE 2 (CITY OF PIQUA, QC1) - LF	$75.00	$45,000.00	$60.00	$36,000.00
609 - CURB, TYPE 6 (CITY OF PIQUA, QC1) - LF	$75.00	$61,500.00	$58.00	$47,560.00
611 - CATCH BASIN REPLACED, CITY OF PIQUA TYPE 6 - EA	$4,950.00	$39,600.00	$6,300.00	$50,400.00
611 - CATCH BASIN REPLACED, CITY OF PIQUA TYPE 1 - EA	$4,000.00	$4,000.00	$6,300.00	$6,300.00
202 - MANHOLE REMOVAL AND CDF ABANDONED PIPES - EA	$1,500.00	$3,000.00	$3,300.00	$6,600.00
202 - CATCH BASIN REMOVAL - EA	$1,000.00	$9,000.00	$1,800.00	$16,200.00
614 - MAINTAINING TRAFFIC - LS	$10,000.00	$10,000.00	$5,000.00	$5,000.00
653 - TOPSOIL FURNISHED AND PLACED (6") - LS	$15,000.00	$15,000.00	$8,000.00	$8,000.00
659 - SEEDING AND MULCHING CLASS 1 - LS	$1,000.00	$1,000.00	$4,500.00	$4,500.00
624 - MOBILIZATION - LS	$30,000.00	$30,000.00	$8,000.00	$8,000.00
Totals		**$389,240.00**		**$397,682.50**

CITY OF PIQUA OHIO ADA CURB RAMP PROGRAM PROJECT #25-01 DEADLINE: MAY 15, 2025 AT 10:00 AM BID TABULATION	Belgray, Inc. Wilmington, OH Bidder 5		L.J. DeWeese Co., Inc. Tipp City, OH Bidder 6	
Bid List Items	**Price**	**Extension**	**Price**	**Extension**
202 - CONCRETE WALK REMOVED - SF	$5.00	$25,725.00	$8.00	$41,160.00
202 - CURB, CURB & GUTTER REMOVED, TYPE 1, 2, 6 - LF	$17.00	$24,140.00	$18.00	$25,560.00
202 - DRIVE APPROACH REMOVED - SF	$5.00	$6,400.00	$10.00	$12,800.00
SPEC - COMMERCIAL DRIVE APPROACH (8" NON-REINFORCED QC1) - SF	$13.60	$17,408.00	$16.00	$20,480.00
608 - CONCRETE WALK (6" NON-REINFORCED QC1) - SF	$24.00	$138,240.00	$22.00	$126,720.00
608 - DETECTABLE WARNING (CAST IRON TRUNCATED DOMES 2' x 4', PER PLAN) - EA	$465.00	$38,130.00	$950.00	$77,900.00
609 - COMBINATION CURB AND GUTTER, TYPE 2 (CITY OF PIQUA, QC1) - LF	$72.00	$43,200.00	$70.00	$42,000.00
609 - CURB, TYPE 6 (CITY OF PIQUA, QC1) - LF	$59.00	$48,380.00	$70.00	$57,400.00
611 - CATCH BASIN REPLACED, CITY OF PIQUA TYPE 6 - EA	$4,500.00	$36,000.00	$5,600.00	$44,800.00
611 - CATCH BASIN REPLACED, CITY OF PIQUA TYPE 1 - EA	$3,300.00	$3,300.00	$5,600.00	$5,600.00
202 - MANHOLE REMOVAL AND CDF ABANDONED PIPES - EA	$1,200.00	$2,400.00	$2,200.00	$4,400.00
202 - CATCH BASIN REMOVAL - EA	$500.00	$4,500.00	$900.00	$8,100.00
614 - MAINTAINING TRAFFIC - LS	$11,300.00	$11,300.00	$16,400.00	$16,400.00
653 - TOPSOIL FURNISHED AND PLACED (6") - LS	$15,000.00	$15,000.00	$16,400.00	$16,400.00
659 - SEEDING AND MULCHING CLASS 1 - LS	$6,000.00	$6,000.00	$8,200.00	$8,200.00
624 - MOBILIZATION - LS	$7,500.00	$7,500.00	$24,600.00	$24,600.00
Totals		**$427,623.00**		**$532,520.00**

Exhibit B

25-01 Project Location Map #1




25-01 Project Location Map #2
ADA Curb Ramp
Commercial Drive Approach
Catch Basin Replacement
Piqua
W Water St
French Park
Linear Pk
Railroad St
Covington Ave
Wood St
Miami St
Young St
W Grant St
S College St
Mote Park
Garnsey St
Summit St
Y St
Commercial St
Clark Ave
Brook St
Manier Ave
Electric Ave
Meteor St
S Roosevelt Ave
S Downing St
S Wayne St
Gordon St
Weber St
Orr St
Kitt St
Ellerman St
Ridge St
Ford Dr
Upway Dr
Cottage Ave
Sheridan St
Hancock St
Willard St
Leonard St
Fisk St
Boal Ave
36
25A

25-01 Project Location Map #3
McKinley Ave
lberry St
Wilson Ave
Ford Dr
W Grant St
Blaine Ave
Linden Ave
Garfield St
Garfield Ave
South St
Brice Ave
Gray St
Commercial Drive Approach

Resolution No. R-70-25

A resolution awarding a contract to CW Tree and Outdoor Service LLC for the 2025 ADA Curb Ramp Program.

WHEREAS, on December 10, 2024, this Commission passed Resolution No. R-139-24 authorizing the City Purchasing Department to advertise for bids, according to law, for the 2025 ADA Curb Ramp Program; and

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

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

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

SEC. 1: A contract is hereby approved with CW Tree and Outdoor Service LLC as the lowest, responsible bidder for the 2025 ADA Curb Ramp Program and the City Manager is hereby authorized to execute a contract with said bidder pursuant to contract specifications.

SEC. 2: The Finance Director certifies that funds are available and is hereby authorized to draw his warrants from time to time on the appropriate account of the city treasury in payment according to contract terms, not exceeding a total of $280,000.

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

_____

JIM VETTER, VICE-MAYOR

PASSED: _____

ATTEST: _____

CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by None, seconded by None, and on roll call the following vote ensued:

Mayor Kris Lee _____

Commissioner Jim Vetter _____

Commissioner Paul Simmons _____
Commissioner Thomas Hohman _____
Commissioner Frank DeBrosse _____

City of PIQUA

COMMISSION AGENDA STAFF REPORT

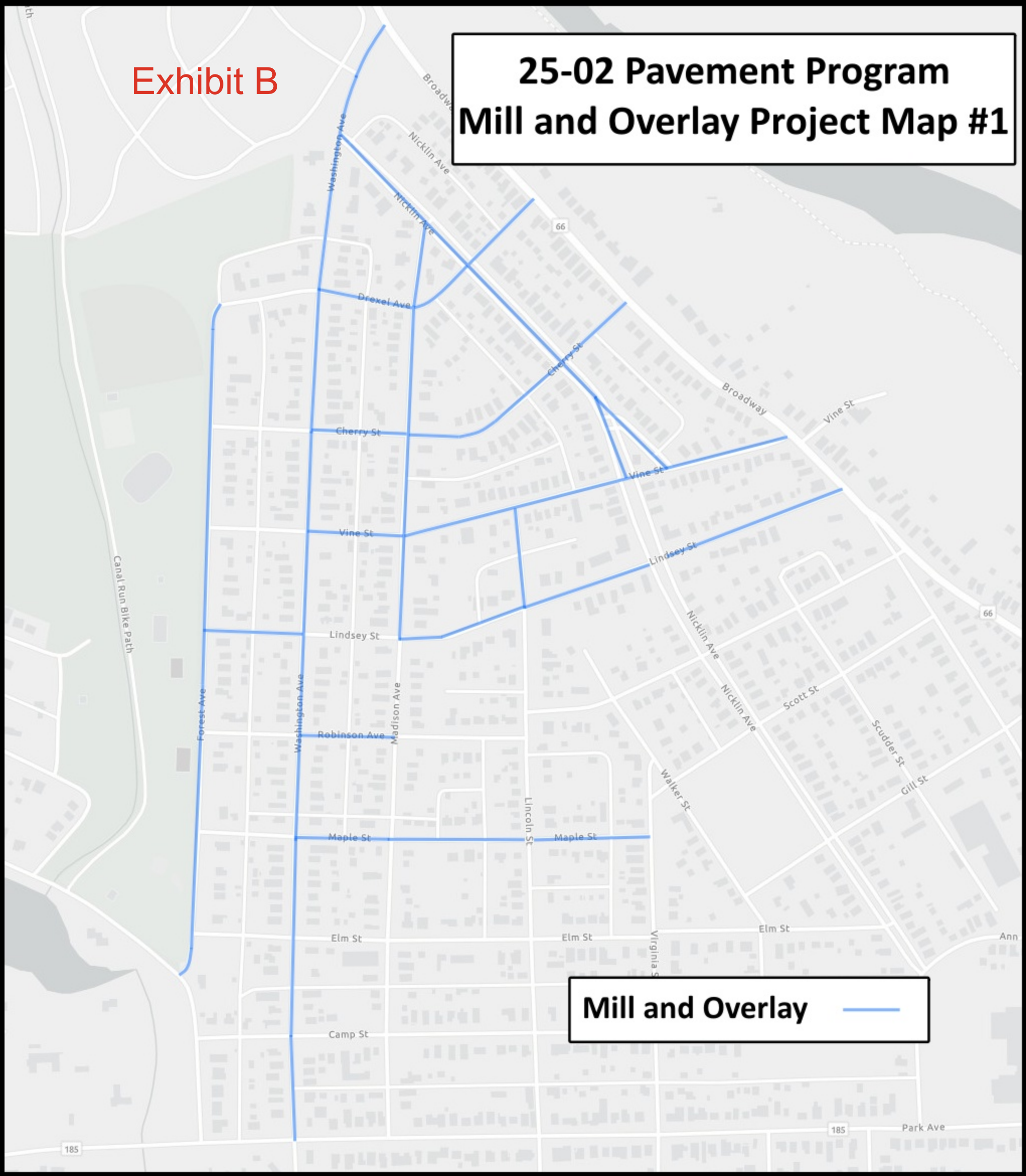
MEETING DATE	June 3, 2025	
REPORT TITLE	**Resolution No. R-71-25** A resolution awarding a contract to Walls Bros. Asphalt Co. for the 2025 Pavement Program - Mill and Overlay Project.	
SUBMITTED BY	Kenton Kiser, Engineering Manager Community Services	
AGENDA CLASSIFICATION	Resolution	
BACKGROUND	On May 22nd, 2025, three bids were received for the 2025 Pavement Program – Mill and Overlay Project #25-02 (see attached Exhibit A). The streets in this year's Mill and Overlay project are shown on the attached map (Exhibit B). The streets were selected based on their Pavement Condition Index (PCI) and applying the appropriate treatment to the roads in the area selected for this year. The mill and overlay project will consist of the necessary roadway base repairs and the overlaying of the roadway with a new asphalt surface after being milled. The project will also include the placement of all new pavement markings within the project limits.	
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted $:	$1,250,000
	Expenditure $:	$1,206,000 (includes 10% contingency)
	Source of Funds:	Street Income Tax (103 Fund), Street 101, Water, Wastewater & Stormwater Funds.
	Narrative:	This resolution includes a 10% contingency for items of work which may be required which are not included in the original plans and specifications. This also accounts for any overages that may occur.
ATTACHMENTS	None	

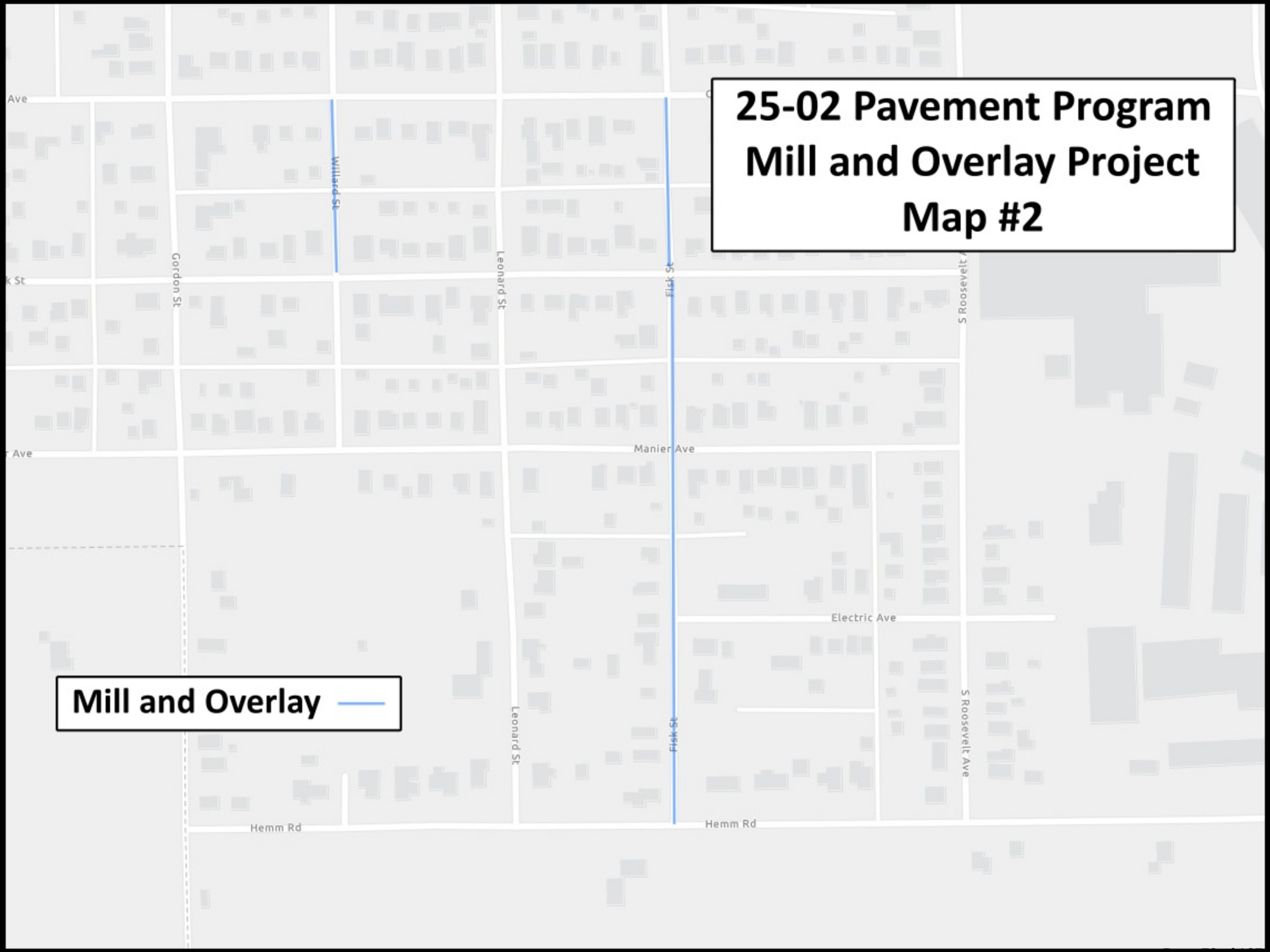
Exhibit A

	Quantity	Walls Bros. Asphalt Co.		Barrett Paving Materials, Inc		Fillmore Construction	
		Price	Extension	Price	Extension	Price	Extension
Base Bid							
253 - PAVEMENT REPAIR ROADWAY, 24" WIDE BY 6" DEPTH, AS DIRECTED - SY	700.00	$59.00	$41,300.00	$75.00	$52,500.00	$74.50	$52,150.00
254 - FULL DEPTH MILLING - 1 1/2" - SY	75,200.00	$1.60	$120,320.00	$1.72	$129,344.00	$1.50	$112,800.00
407 - NON-TRACKING TACK COAT @ 0.055 & 0.085 GAL / SY - GAL	12,017.00	$1.00	$12,017.00	$3.50	$42,059.50	$3.00	$36,051.00
441 - 1/2" ASPHALT CONCRETE, SCRATCH COURSE TYPE 1, PG 64-22 (449) - CY	1,045.00	$180.00	$188,100.00	$184.00	$192,280.00	$185.00	$193,325.00
441 - 3/4" ASPHALT CONCRETE, SURFACE COURSE TYPE 1, PG-64-22 (449) - CY	445.00	$180.00	$80,100.00	$174.00	$77,430.00	$180.00	$80,100.00
441 - 1 1/4" ASPHALT CONCRETE, SURFACE COURSE TYPE 1, PG 64-22 (449) - CY	2,612.00	$180.00	$470,160.00	$171.00	$446,652.00	$172.00	$449,264.00
611 - MANHOLE ADJUSTED TO GRADE, ASPHALT - EA	35.00	$975.00	$34,125.00	$875.00	$30,625.00	$1,000.00	$35,000.00
611 - MANHOLE ADJUSTED TO GRADE, SOLID ADJUSTING RING - EA	50.00	$400.00	$20,000.00	$225.00	$11,250.00	$1,500.00	$75,000.00
611 - WATER VALVE ADJUSTED TO GRADE, ASPHALT - EA	10.00	$705.00	$7,050.00	$525.00	$5,250.00	$250.00	$2,500.00
611 - WATER VALVE ADJUSTED TO GRADE, SOLID ADJUSTING RING - EA	40.00	$115.00	$4,600.00	$125.00	$5,000.00	$500.00	$20,000.00
642 - 12" CROSSWALK LINE, TYPE 1 - LF	2,942.00	$2.90	$8,531.80	$2.75	$8,090.50	$2.75	$8,090.50
642 - 24" STOP LINE, TYPE 1 - LF	798.00	$4.50	$3,591.00	$4.25	$3,391.50	$4.25	$3,391.50
642 - 12" DOUBLE YELLOW CENTER LINE, TYPE 1 - MI	2.03	$2,209.00	$4,484.27	$2,100.00	$4,263.00	$2,100.00	$4,263.00
642 - 6" EDGE LINE, TYPE 1 - MI	2.43	$1,472.50	$3,578.18	$1,400.00	$3,402.00	$1,400.00	$3,402.00
642 - 6" TRANSVERSE/DIAGONAL LINE, TYPE 1 - LF	240.00	$1.85	$444.00	$1.75	$420.00	$1.75	$420.00
642 - 24" PIANO KEY LINE, TYPE 1 - LF	45.00	$4.60	$207.00	$4.35	$195.75	$4.35	$195.75
642 - 6" PARKING STALL LINE, TYPE 1 - LF	2,079.00	$2.00	$4,158.00	$1.90	$3,950.10	$1.90	$3,950.10
642 - HANDICAP SYMBOL MARKING, TYPE 1 - EA	8.00	$79.00	$632.00	$75.00	$600.00	$75.00	$600.00
642 - RAILROAD SYMBOL MARKING, TYPE 1 - EA	4.00	$315.50	$1,262.00	$300.00	$1,200.00	$300.00	$1,200.00
624 - MOBILIZATION - LS	1.00	$6,000.00	$6,000.00	$10,030.00	$10,030.00	$15,000.00	$15,000.00
614 - TRAFFIC CONTROL - LS	1.00	$21,500.00	$21,500.00	$21,000.00	$21,000.00	$25,000.00	$25,000.00
			$1,032,160.25		**$1,048,933.35**		**$1,121,702.85**
Alternate Bid - W. Water Street/Steele Avenue							
254 - FULL DEPTH MILLING - 1 1/2" - SY	6,080.00	$1.60	$9,728.00	$1.72	$10,457.60	$2.00	$12,160.00
407 - NON-TRACKING TACK COAT @ 0.055 & 0.085 GAL / SY - GAL	851.00	$1.00	$851.00	$3.50	$2,978.50	$3.00	$2,553.00
441 - 1/2" ASPHALT CONCRETE, SCRATCH COURSE TYPE 1, PG 64-22 (449) - CY	85.00	$180.00	$15,300.00	$184.00	$15,640.00	$185.00	$15,725.00
441 - 1 1/4" ASPHALT CONCRETE, SURFACE COURSE TYPE 1, PG 64-22 (449) - CY	212.00	$180.00	$38,160.00	$171.00	$36,252.00	$172.00	$36,464.00
			$64,039.00		**$65,328.10**		**$66,902.00**
25 Items	**Totals**		**$1,096,199.25**		**$1,114,261.45**		**$1,188,604.85**

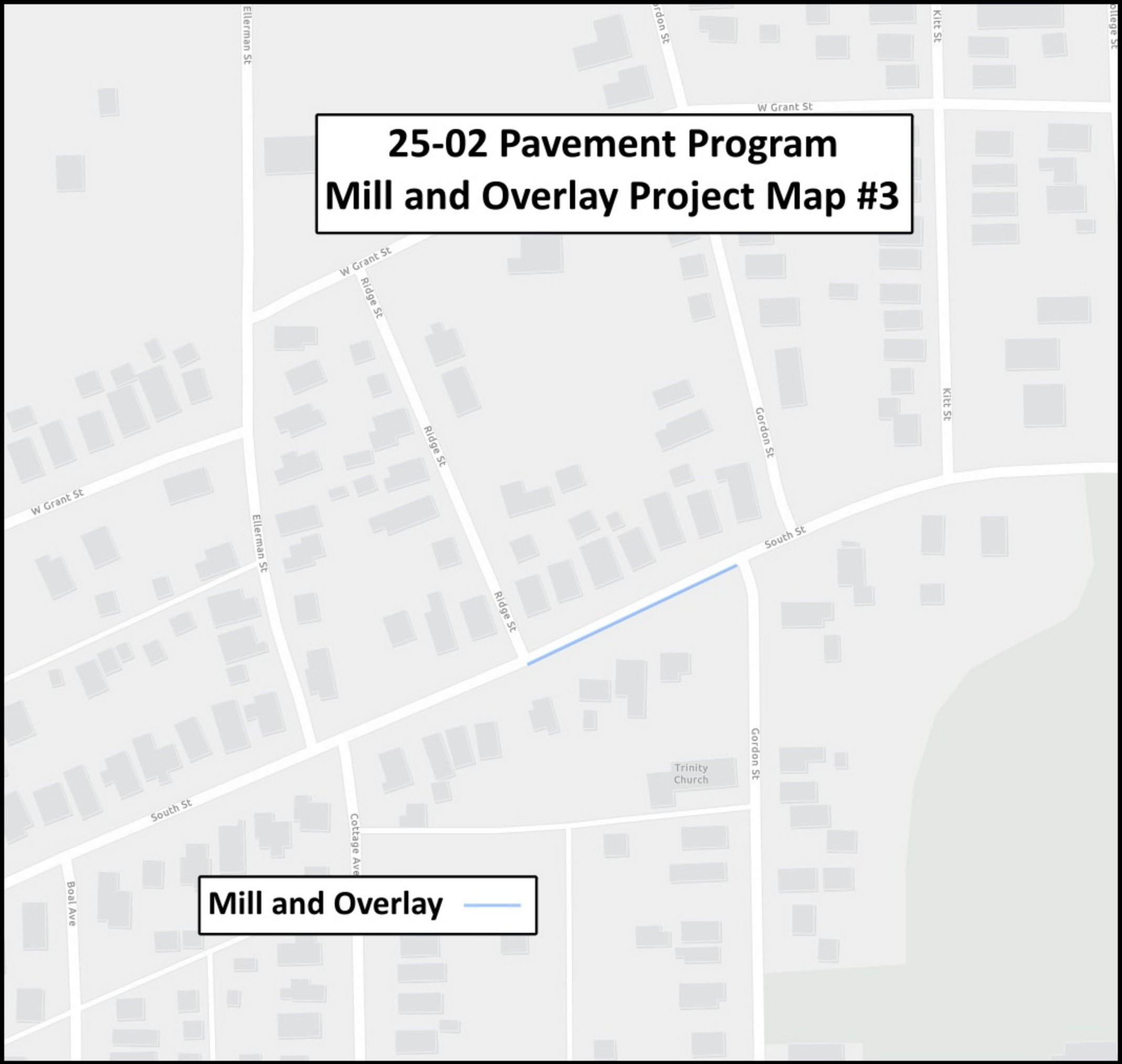
Exhibit B

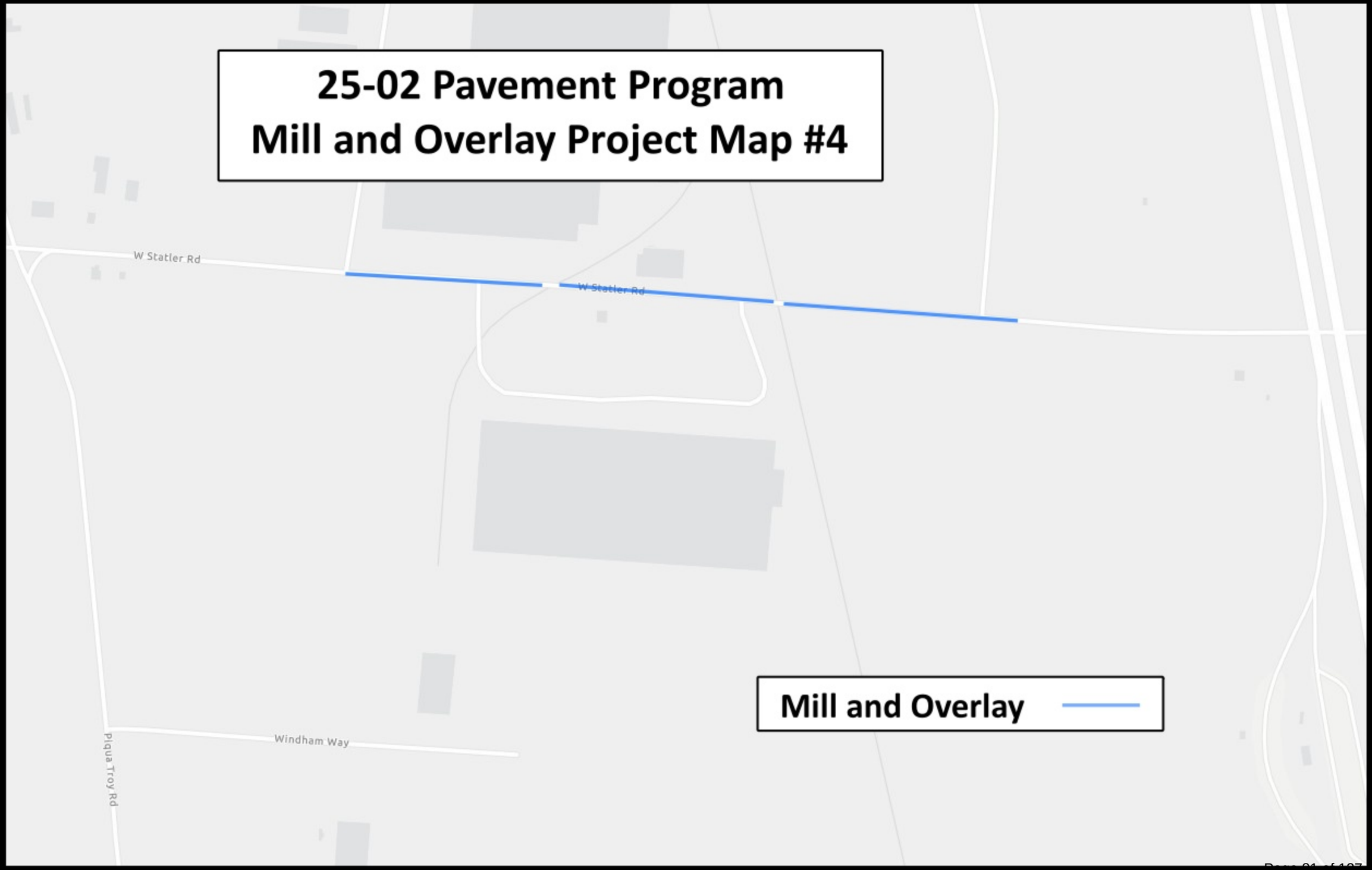
25-02 Pavement Program
Mill and Overlay Project Map #1

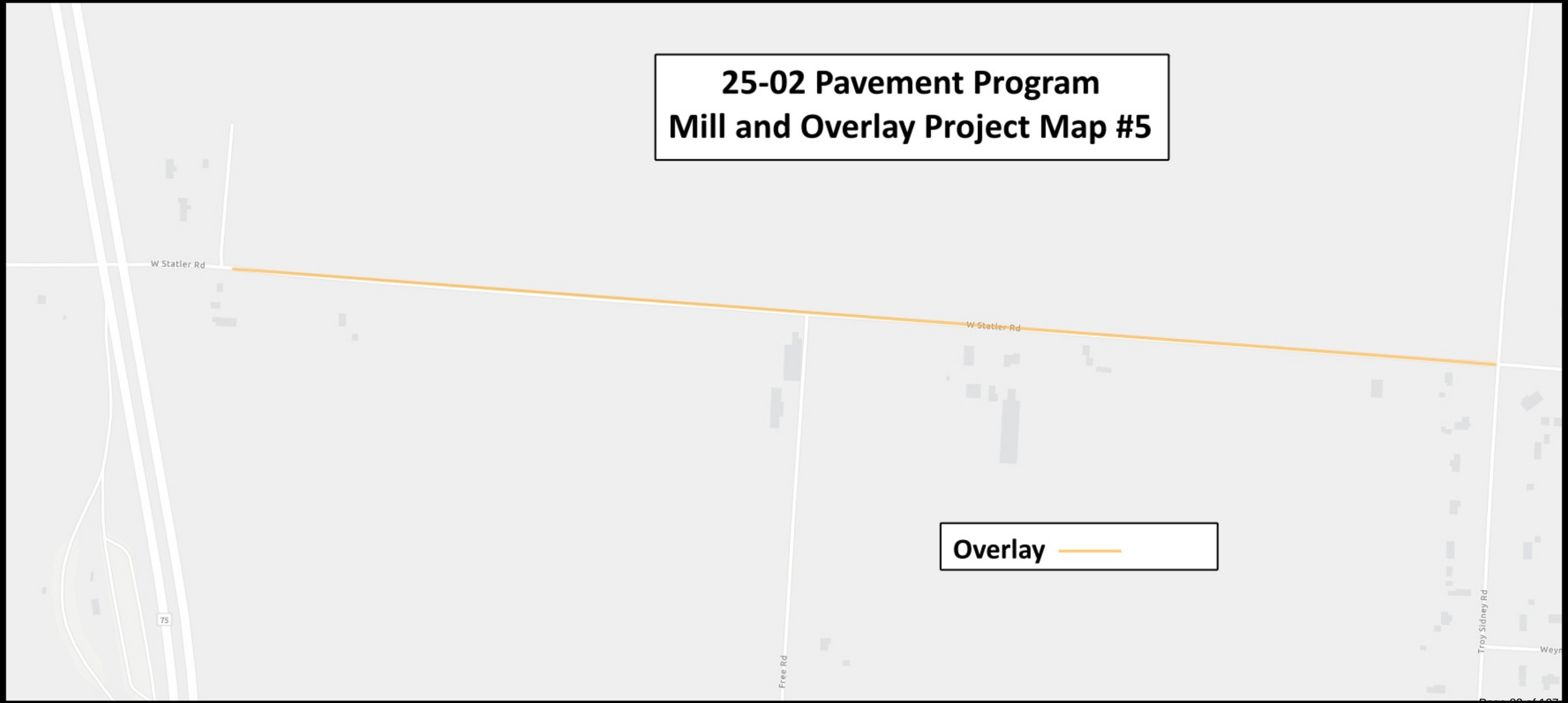


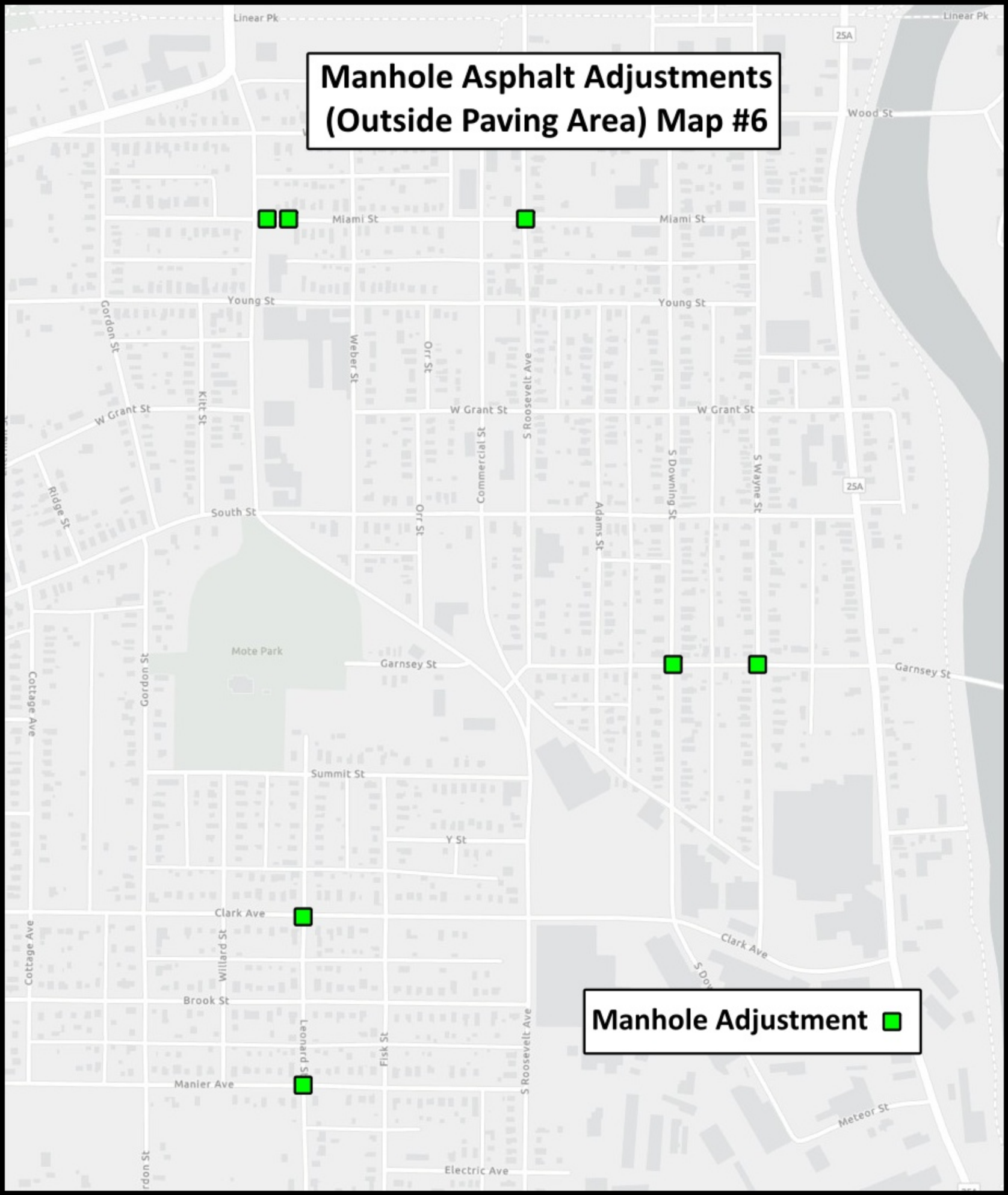

25-02 Pavement Program
Mill and Overlay Project
Map #2
Mill and Overlay
Willard St
Gordon St
Leonard St
Fisk St
S Roosevelt Ave
Manier Ave
Electric Ave
Hemm Rd
Hemm Rd

25-02 Pavement Program
Mill and Overlay Project Map #3

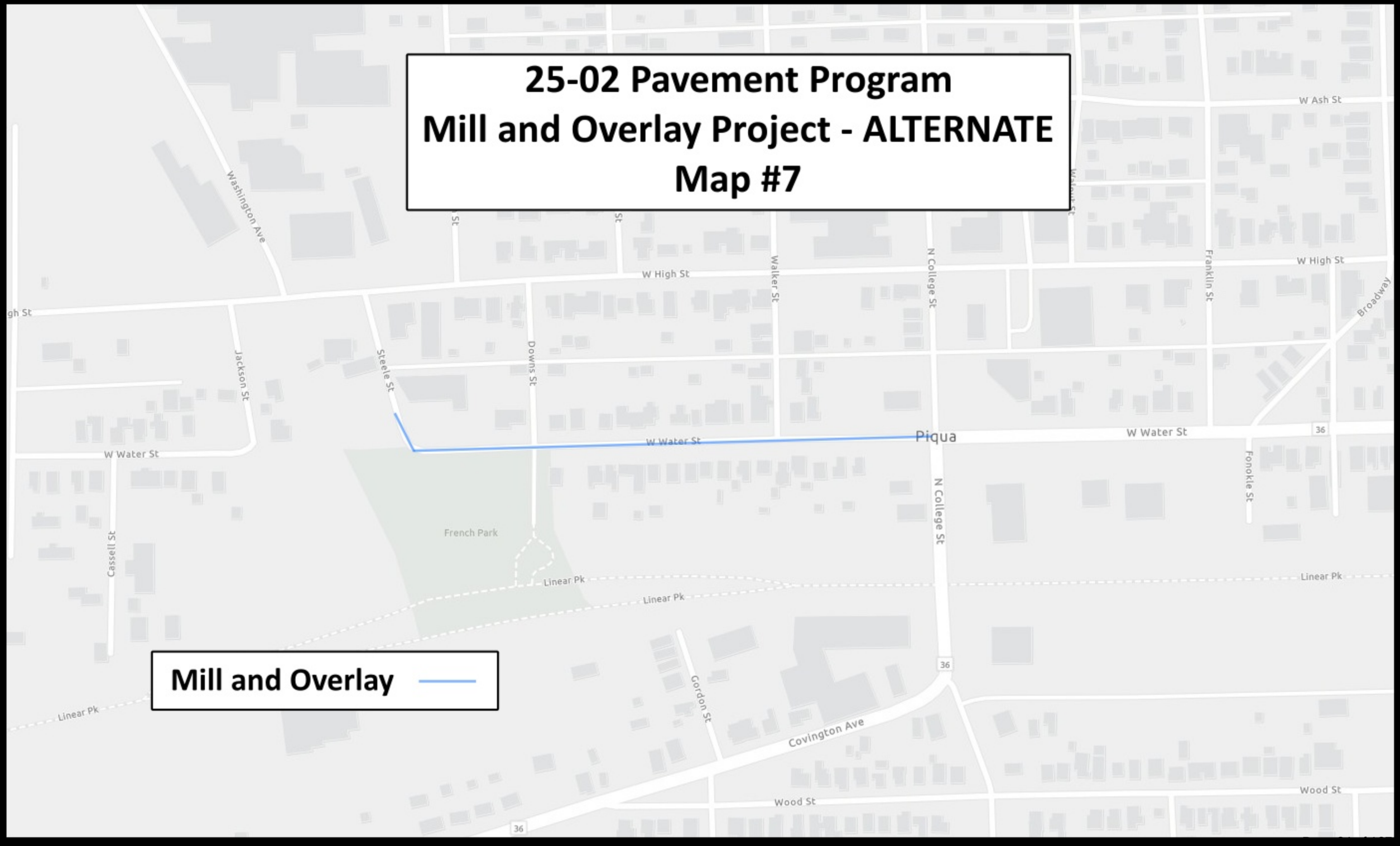



25-02 Pavement Program
Mill and Overlay Project Map #4
W Statler Rd
W Statler Rd
Windham Way
Piqua Troy Rd
Mill and Overlay


25-02 Pavement Program
Mill and Overlay Project Map #5
W Statler Rd
W Statler Rd
Overlay
75
Troy Sidney Rd


Manhole Asphalt Adjustments
(Outside Paving Area) Map #6
Linear Pk
Linear Pk
25A
Wood St
Miami St
Miami St
Young St
Young St
Gordon St
Weber St
Orr St
S Roosevelt Ave
W Grant St
W Grant St
W Grant St
Kitt St
Commercial St
S Downing St
S Wayne St
25A
Ridge St
South St
Orr St
Adams St
Mote Park
Garnsey St
Garnsey St
Cottage Ave
Gordon St
Summit St
Y St
Clark Ave
Clark Ave
Willard St
Cottage Ave
Brook St
Leonard St
Fisk St
S Roosevelt Ave
Manier Ave
Meteor St
Electric Ave
Manhole Adjustment

25-02 Pavement Program
Mill and Overlay Project - ALTERNATE
Map #7



Mill and Overlay

Resolution No. R-71-25

A resolution awarding a contract to Walls Bros. Asphalt Co. for the 2025 Pavement Program - Mill and Overlay Project.

WHEREAS, on December 10, 2024, this Commission passed Resolution No. R-139-24 authorizing the City Purchasing Department to advertise for bids, according to law, for the 2025 Pavement Program – Mill and Overlay Project; and

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

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

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

SEC. 1: A contract is hereby approved with Walls Bros. Asphalt Co. as the lowest, responsible bidder for the 2025 Pavement Program – Mill and Overlay Project and the City Manager is hereby authorized to execute a contract with said bidder pursuant to contract specifications.

SEC. 2: The Finance Director certifies that funds are available and is hereby authorized to draw his warrants from time to time on the appropriate account of the city treasury in payment according to contract terms, not exceeding a total of $1,206,000.

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

_____

JIM VETTER, VICE-MAYOR

PASSED: _____

ATTEST: _____

CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by None, seconded by None, and on roll call the following vote ensued:

Mayor Kris Lee _____

Commissioner Jim Vetter _____

Commissioner Paul Simmons _____
Commissioner Thomas Hohman _____
Commissioner Frank DeBrosse _____

City of PIQUA

COMMISSION AGENDA STAFF REPORT

MEETING DATE	June 3, 2025	
REPORT TITLE	**Resolution No. R-72-25** A resolution of authorization by the City Commission to submit a grant application to the state-funded program Nature Works for an upgrade in playground equipment at Fountain Park	
SUBMITTED BY	Amy Welker, Asst. City Manager Parks & Recreation Services	
AGENDA CLASSIFICATION	Resolution	
BACKGROUND	Fountain Park spans a total of 35.96 acres in the heart of Piqua. The Fountain Park playground is located on a 17.77-acre parcel within the park. The Fountain Park playground equipment is outdated and damaged, as it was installed in 2008. While still in use, the structure no longer meets modern standards for safety, accessibility, or inclusive play. These grant funds would assist in an upgrade to the ADA playground at Fountain Park. This project has been incorporated into the city's Capital Improvement Plan (CIP). The Parks Department is applying for a Nature Works Grant for $32,302 to provide financial assistance to this project. At this time, the City of Piqua's General Fund would be the sole source of matching funds committed to this project.	
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted $:	
	Expenditure $:	$147,756
	Source of Funds:	General Fund
	Narrative:	The City is applying for a Nature Works Grant for $32,302 to provide financial assistance to this project.
ATTACHMENTS	1. Nature Works Grant Application docs	

Resolution No. R-72-25

A resolution of authorization by the City Commission to submit a grant application to the state-funded program Nature Works for an upgrade in playground equipment at Fountain Park

WHEREAS, the State of Ohio through the Ohio Department of Natural Resources, administers financial assistance for public recreation purposes, through the State of Ohio NatureWorks Grant Program; and

WHEREAS, the City of Piqua desires financial assistance under the NatureWorks Grant Porgram.

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 of Piqua approves filing this application for financial assistance.

SEC. 2: Cynthia Potter is hereby authorized and directed to execute and file an application with the Ohio Department of Natural Resources and to provide all information and documentation required to become eligible for possible funding assistance.

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 of the NatureWorks Grant Program.

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

_____

JIM VETTER, VICE-MAYOR

PASSED: _____

ATTEST: _____

CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by None, seconded by None, and on roll call the following vote ensued:

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

NATUREWORKS 31st ROUND APPLICATION

All applications must be postmarked by JUNE 2, 2025.
There are no exceptions.

NatureWorks is a State funded grant program that provides up to **75 percent of project cost** assistance to Ohio municipalities, counties, townships, joint recreation districts, park districts and conservancy districts for acquisition or development of public outdoor recreation areas. All grant payments are made on a **reimbursement** basis; **project sponsors must have adequate funds to finance the grant project prior to receiving reimbursement.**

- The NatureWorks application *postmark* deadline is June 2, 2025.
- The proposed project scope must be either development **or** acquisition, not both.
- **Only one** park per application please.
- County funding allocations for NatureWorks Round 31 are listed on page 35. You may apply for any amount up to the maximum amount for your county (county location of proposed project). **If your County allocation is greater than $150,000 the maximum amount granted will be capped at $150,000.**
- NatureWorks recommendation announcements are planned for November 2025. Various factors can cause delays. Please check the ODNR website https://ohiodnr.gov/natureworks for updates.
- Mail one paper copy of your application to ODNR by June 2, 2025 (postmark deadline). We recommend applications be mailed with a return/tracking receipt. **Do not** submit applications in metal ring binders. Please keep a copy of your completed application for your records.

  Send your application to:
  NatureWorks
  Office of Real Estate
  Ohio Department of Natural Resources
  2045 Morse Rd., E-2
  Columbus, Ohio 43229

- If you would like to receive this application in Microsoft WORD, send a blank email to dolores.burlison@dnr.ohio.gov, and enter 'NatureWorks WORD' in the email subject line.
- If you have questions about the application or would like to discuss your project proposal, please call or email Tim Robinson, Recreation Services Administrator @ 614-265-6528, timothy.robinson@dnr.ohio.gov

The Ohio Parks and Natural Resources Fund (State Issue #1) was passed by voters on November 3, 1993. Additional legislations authorized the creation of the NatureWorks program. Issue 1 "AUTHORIZED THE STATE OF OHIO TO ISSUE BONDS, WHICH WILL BE RETIRED FROM GENERAL STATE REVENUES, TO FINANCE CAPITAL IMPROVEMENTS FOR STATE AND LOCAL PARKS AND RECREATION AREAS AND TO PRESERVE OHIO'S NATURAL AREAS AND HABITATS…" and … "PERMITS THE STATE TO MAKE GRANTS AND ASSIST LOCAL GOVERNMENTS WITH CAPITAL IMPROVEMENTS PROJECTS RELATED TO NATURAL RESOURCES. . . " Ohio Revised Code reference: 1557.06 http://codes.ohio.gov/orc/1557.06

The Ohio Department of Natural Resources (ODNR) is the designated state agency directly responsible for program administration and coordination. ODNR policies pertaining to the submission of local applications are subject to periodic review and change as prevailing conditions or situations may warrant.

Eligibility

Under the NatureWorks program only political subdivisions (municipalities, townships, counties, joint recreation districts, park districts, conservancy districts, etc.) are eligible to apply. Such local government entities may apply for NatureWorks grants individually or jointly. Development project sites must be owned by the applicant (or leased via non-revocable lease through 2041). Applicants must be able to finance the project prior to reimbursement and continue to maintain it as a public recreation facility.

Accessibility

When planning a development project, the applicant must review the latest accessibility guidelines under the Americans with Disabilities Act (ADA) and Architectural Barriers Act (ABA). All grant assisted development must adhere to these guidelines. The guidelines can be accessed at: http://www.access-board.gov/

Matching Funds

A minimum 25% match is required for all projects. Other federal and state funding programs may be used as a small portion of the NatureWorks project sponsor's match. However, per ORC 1557.06, **at least twenty percent (20%) of total project costs must come from non-state and non-federal sources.**

Other Ways to Provide Match

In-kind project labor (labor by employees of the awarded political subdivision) may be credited toward project match. The value of such labor may be the employee's current pay rate, *if* the grant labor is part of his or her usual job description. For example, the city's staff electrician does electrical work on the city's lighted ball field grant project. Documentation of pay rate is required. However, if the labor provided is not part of the individual's usual job description, the hourly rate will be valued at $27.00 per hour. Fringe rates, overtime pay, administrative labor, including time spent administering the NatureWorks grant, is NOT allowed.

Donated materials, equipment time, labor and *new* land can all be used as match. Donations must be directly related to the application's project scope.

- All materials must be new (not used). Receipts or documented evidence of value must be provided. Items such as gravel, mulch, concrete, lumber, playground equipment, drinking fountains, etc. are eligible for donation credit. Materials from the applicant's pre-existing inventory and items like hand tools and consumable supplies are not eligible. **Values must be reasonable and current and are always subject to ODNR approval.**

- Equipment owned, rented by or loaned to the project sponsor for use on the project may be valued on an hourly, daily, or mileage rate, as appropriate. This is figured in one of the following ways.

  - If equipment is on the Ohio Department of Transportation's (ODOT) equipment rates list: https://www.transportation.ohio.gov/working/publications/equipment-rates the ODOT rate will be utilized. Equipment listed on the ODOT rates list is usually eligible.

  - If equipment is not on the ODOT standard rates list, a well-documented local fair market rental value may be used.

  - If equipment time is donated by an equipment rental business, documentation of standard rental rates on business letterhead is required.

  - For other equipment time, a written quote from a local equipment rental business will be required. If a rental rate quote cannot be obtained, the equipment will not be eligible for donation or in-kind credit.

Value and eligibility of equipment hours/miles are always subject to ODNR approval.

- Professionals, consultants and skilled or unskilled laborers may donate labor services for credit towards the 25% match requirement.

    - Unskilled labor will be valued at up to $27.00 per hour. Volunteers of any age may contribute time to a project, however only donated labor from adult volunteers aged 18 and over will be credited.

    - Donated professional or highly skilled labor may be valued at the individual's current pay rate in the subject trade or profession. Documentation is required.

- The value of donated real estate property can be used towards the sponsor's 25% match for both acquisition and development projects. The value of the donated property must be specified in the grant application, and should be based on a recent appraisal (completed within the last 12 months) or a recent Realtor's written opinion of value. The appraised value of the property is, by law, the maximum eligible grant credit amount. Applicants are not permitted to increase the donation value of the property after the application deadline. **The property cannot currently or previously be in public outdoor recreation use.**

An independent, ODNR Certified General Appraiser's narrative appraisal will be required for all **awarded** projects that include real estate acquisition. All NatureWorks appraisals must conform to the Uniform Standards of Professional Appraisal Practice (USPAP) as a complete summary appraisal prepared in a narrative format. All completed appraisals will be reviewed by ODNR. If donation of property is under consideration and you wish to receive *matching funds credit* for the donated land, do not close or accept title to the land until you have received written approval from ODNR. This approval will *always* be in the form of an executed project contract or an approved Waiver of Retroactivity. Otherwise, the property's value may be ineligible.

- Payment for an option on a property is a retroactive cost that may be reimbursed under the following conditions:

    - The option payment is no more than 10 percent of the anticipated purchase price.

    - The closing must occur after the awarded project grant agreement has been executed, or after a waiver of retroactivity has been granted.

IMPORTANT!
Do not sign any agreements or incur any costs related to the acquisition or development of any project until a grant agreement has been executed (signed by both parties) between the project sponsor and the Ohio Department of Natural Resources, or a Waiver of Retroactivity has been granted and received. Any contractual agreements or payments made prior to approval may result in that part of the project becoming ineligible for reimbursement.

What is a Waiver of Retroactivity?

If a NatureWorks applicant or potential applicant must purchase a property during a limited window of opportunity before grant application or grant execution, the applicant may make a written request to ODNR for a **Waiver of Retroactivity.** The applicant must provide a location map, a to-scale, dimensioned property map and a description of the circumstances necessitating a purchase prior to grant award announcement.

Written requests must be received by ODNR at least ten business days prior to the date of Real Estate closing. Acquisition costs incurred prior to receiving ODNR written approval of a Waiver of Retroactivity are not eligible. **Approval of a Waiver of Retroactivity in no way assures grant selection or "preferred" status.**

Project Selection Process

Site Visit

During the scoring process an ODNR staff person may conduct an *unscheduled* visit to the project site. If the site is not open to the public during weekday daylight hours, please provide an explanation with your application.

Recommendations, Approval & Notification

Projects are scored and submitted to the Director of ODNR for review and approval. Upon announcement of grant recommendations all applicants will receive letters of award recommendation or non-award. ODNR will also issue a press release. If a grant proposal is not selected, the applicant may re-submit the same application for the next year's funding cycle by sending a letter or email so requesting by the next application deadline. Applications that have not been significantly revised may be carried forward in this manner one time only.

Grant Contract Agreement

Upon final approval, including State Controlling Board approval, a contract between the state and the local project sponsor is sent to the project sponsor for signature and return to ODNR. After, and only after, the execution of this state and local agreement, the local government may proceed with the project. A copy of the executed agreement will be sent to the local project sponsor.

Important!

Never initiate grant project work for which you expect to receive reimbursement until the project state-local grant contract has been executed.

During the Project & Continuing Responsibilities

Acknowledgement Sign:

Upon project completion, a grant acknowledgement sign **must** be prominently displayed at the project site. Reasonable NatureWorks sign expenses are eligible for 75% reimbursement. Signs may be fabricated by the sponsor's vendor of choice. Signs are also available through ODNR (see page 30).

Audits:

Audits may be conducted to determine if the applicant has provided fiscal control and fund accounting for federal and state funds. State auditors may examine the applicant's cost accounting to check whether costs are verified and applicable to the grant. The retention requirement is three years beyond final payment on the grant project.

Compliance with Federal, State and Local Laws:

Federal, state and local laws pertaining to non-discrimination in employment, area use, minimum wages, conflict of interest and similar matters must be met at all times. Be aware of prevailing wages thresholds. Please check with the Ohio Department of Commerce - Division of Industrial Compliance @ http://www.com.ohio.gov/dico/default.aspx for information about Ohio prevailing wages that may apply to your NatureWorks project.

Continuing Recreational Use during the Compliance Period:

During the term of the tax-exempt state bond issue, source of NatureWorks funding, property acquired or developed with NatureWorks assistance must be retained and kept open for public outdoor recreation. **This period of time, the COMPLIANCE PERIOD, will extend for fifteen years from date of project closeout.** During the COMPLIANCE PERIOD property acquired or developed with NatureWorks assistance shall not be converted from public recreation uses without the written approval of the Director of the Ohio Department of Natural Resources. Compliance may be assured via periodic site inspections. All new and/or replacement utility lines on land purchased or developed with NatureWorks program assistance must be placed underground during the COMPLIANCE PERIOD.

Discrimination Prohibited:

Property acquired or developed with NatureWorks assistance must be open to the general public without discrimination. The applicant-recipient agrees that no person shall, on the basis of race, ancestry, religion, color, age (40 and over), sex, disability, national origin or veteran status be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity for which the applicant-recipient has received financial assistance through NatureWorks. If a user fee is charged, the fee must be reasonable for all users.

NatureWorks Applications for Land Acquisition Projects

To be eligible for NatureWorks funding assistance, the primary future use(s) of any property proposed for acquisition must be public outdoor recreation or public outdoor recreation support facilities. All applications must include a detailed plan or description of the proposed future use(s) of the property. All future uses during the COMPLIANCE PERIOD must be open to the public. The outdoor recreational development intended for the property should be developed within two years of NatureWorks project close out. **Eminent domain acquisitions are not eligible**.

Examples of eligible land acquisition grant projects:

- Purchase of land that will be used for active outdoor recreation.
- Purchase of land to enlarge an existing park.
- Purchase of wetlands, natural areas, woodlands, etc. that will provide unique public outdoor recreation opportunities.
- Purchase of stream or lake frontage for public swimming, boating, fishing, etc.
- Purchase of urban land for public playgrounds, picnicking, non-professional sport facilities, skate parks, dog parks, open play areas, etc.
- Purchase of natural areas or preserves where passive outdoor recreation will be permitted.
- Purchase of linear corridors for trails or greenways.
- Purchase of land for a support facility (parking area, restroom, concession building, etc.) for public outdoor recreation.
- Purchase of land for public recreation centers.

Associated acquisition costs that ARE eligible for reimbursement: Phase I studies requested by the Ohio Historic Preservation Office and ODNR required Real Estate appraisals for awarded projects.

Associated acquisition costs that are NOT eligible for reimbursement: Land surveys, court costs, legal fees and most closing costs.

Important!

- ☒ All applications that include proposed grant funded land acquisitions must include a signed and notarized INTENT TO SELL letter or signed Real Estate SALES CONTRACT with the current property owner of record.
- ☒ An acquisition project WILL NOT BE ELIGIBLE for reimbursement through the NatureWorks grant program unless one of the following two events has occurred prior to actual purchase via real estate closing:
  - A contract agreement has been executed between the State of Ohio and the local project sponsor.
  - A written Waiver of Retroactivity has been granted by ODNR.

Relocation of Displaced Persons: The federal Uniform Assistance and Real Property Acquisition Policies Act of 1970, and the Ohio Revised Code Sections 163.51 through 163.62 require that owners and tenants displaced from their homes, farms, or places of business be reimbursed for the costs of moving and relocation. Applicants who are submitting an application that requires relocation must contact ODNR. (See page one for contact info.)

NatureWorks Applications for Development Projects

Examples of eligible development projects. *(These are examples; this is not a complete list. Portable items are not eligible)*

- Picnic and support facilities, including access parking and restrooms.
- Camping facilities and support facilities, including access, parking and restrooms.
- Swimming and water sports facilities, including beaches, pools, spray parks, lifeguard towers, bathhouses, restrooms and related sanitary facilities. Portable items (pool lane ropes, etc.) are not eligible.
- Boating facilities, including launch ramps, transient docks and courtesy docks.
- Outdoor game courts, sports fields, playgrounds, golf courses, skate parks, outdoor climbing walls, etc.
- Winter sports facilities such as ski/sled/snowmobile trails and runs, outdoor skating rinks and warming huts.
- Recreational trails and support facilities, including trailheads and restrooms.
- Reconstruction or rehabilitation of outdoor recreation facilities. (Maintenance projects are not eligible.)
- Site architectural and/or engineering planning work directly related to project site construction. Planning costs may generally not exceed 15 percent of the total grant project cost, and are **never eligible as a standalone project.** Such planning work that has occurred prior to grant application may be eligible for grant reimbursement if it is directly related to the project and costs were incurred no more than 18 months prior to the grant application deadline. These costs must be identified in the application and cannot be adjusted upwards after the application deadline.

Force Account Labor

Labor provided by an 'on the clock' employee of the awarded political subdivision is eligible as a reimbursable project cost. The value of such labor may be the employee's current pay rate, *if* the grant labor is part of his or her usual job description. For example, the city's electrician does electrical work on a lighted ball field grant project. Documentation of this pay rate is required. However, if the labor provided is not part of the individual's usual job description, the hourly rate will be valued at $27.00 per hour, or the employee's usual rate of pay, whichever is less. Fringe rates, overtime pay, administrative labor, including administering the NatureWorks grant, is NOT allowed.

Prevailing Wage

Before advertising for bids, contracting or undertaking construction with its own forces to construct a public improvement, the Public Authority shall have the Ohio Department of Commerce - Division of Industrial Compliance - Bureau of Wage and Hour Administration determine the prevailing rates of wages for workers employed on the public improvement. For more information on how this applies to your project, see http://www.com.ohio.gov/dico/default.aspx.

Park-Like Setting

All improvements and structures should be designed to harmonize with the natural environment. Emphasis should be given to public health and safety, and protection of the recreational value of the area.

Accessibility

The applicant must ensure that the development project complies with the latest accessibility guidelines under the Americans with Disabilities Act (ADA) & Architectural Barriers Act (ABA). See http://www.access-board.gov/.

EQUAL EMPLOYMENT OPPORTUNITY: All development project contractors must comply with the Governor's Executive Order of January 27, 1972. The applicant is obliged to cooperate with the Ohio Department of Natural Resources in order to ensure that contractors comply with Equal Employment Opportunity requirements. This includes all bid advertisements.

NatureWorks APPLICATION
FORM No. 1: BASIC PROJECT INFORMATION

APPLICANT AGENCY
City of Piqua

APPLICANT AGENCY ADDRESS
201 W Water St., Piqua, Ohio 45356

PHONE NUMBER OF APPLICANT AGENCY
(937) 778-2061

TAX IDENTIFICATION NUMBER
31-6000136

COUNTY LOCATION OF PROJECT
Miami

NAME of LOCAL PROJECT COORDINATOR (must be employed by or member of applicant agency)
Chris Boeke

PHONE NUMBER OF LOCAL PROJECT COORDINATOR
(937) 778-2061

E-MAIL ADDRESS OF LOCAL COORDINATOR (Will be used for correspondence, including contracts for awarded projects.)
cboeke@piquaoh.gov

GRANT PROJECT TITLE (50 characters maximum)
Fountain Park Playground

GRANT PROJECT LOCATION (example: Smithville Park)
Fountain Park: 1300 Forest Avenue Piqua, Ohio 45356

BRIEF DESCRIPTION OF PROPOSED GRANT PROJECT (The grant application contains other opportunities to describe the project in detail; please limit your response here to 50 character max.)
Fountain Park ADA Playground Upgrade

TOTAL ACREAGE OF GRANT PROJECT AREA (the entire park where project will be located):
The park spans a total of 35.96 acres across six parcels, with the playground located on a 17.77-acre parcel.

ACREAGE TO BE ACQUIRED (if applicable)
NA

NatureWorks ASSISTANCE REQUESTED, IN DOLLARS, NO CENTS (Please see county allocations on pg. 35. You may request all funds available for the county in which the project is located. For example: If the project is in Allen Co. you may request up to maximum allocation for Allen Co.).
$32,302

TOTAL PROJECT COSTS (total cost for entire project – grant request plus local match): $147,756

SOURCE(S) OF MATCHING FUNDS, INCLUDING OTHER GRANTS & PLEDGED DONATIONS AND/OR MATERIALS. At this time, the City of Piqua's general funds are the sole source of matching funds committed to the project.

OHIO SENATE DISTRICT: 5

OHIO HOUSE DISTRICT: 80

GPS COORDINATES AT PROJECT PARK ENTRANCE: (example: N40°3.228, W082°34.855)
40.158° N, 84.260° W

CERTIFICATION: As the official designated to represent the local government agency and act for the local government agency for purposes of the NatureWorks grant program, I recommend that assistance be made available from the NatureWorks fund, when monies are available, in accordance with the recommended priority. The local government agency that will be responsible for the proposed project has the ability and intention to finance its share of the costs of this project. The applicant will not discriminate against any person on the basis of race, color, or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of Title VI of the Civil Rights Act of 1964, PL 88-352 (1964), the Ohio Revised Code, Section 153.581 and 153.591, and of the regulations promulgated pursuant to such acts or orders by the Secretary of the Interior (43 CFR 17) or state officials.

TERMS AND CONDITIONS: In submitting this project application, the local government agency hereby accepts the terms and conditions set forth in Section 1557.06 of the O.R.C., which will be a part of the project agreement for any grant awarded under this proposal.

BOX TO INITIAL – By initialing this box the applicant states the items and costs listed are representative of the expected items and costs of the project. The Notarized Resolution of Authorization also certifies this information.

☐

Directions to project site: *Please provide brief directions to the project site from a numbered interstate exit or municipality that is shown on the State of Ohio Transportation Map.*

Take Exit 82 from I-75. Head west on U.S. Route 36 (E. Ash Street) toward Piqua.

Continue on E. Ash Street for approximately 2.5 miles. Turn left onto N. Main Street.

After about 0.5 miles, turn right onto Forest Avenue. Fountain Park will be on your left at 1300 Forest Avenue.

FORM No. 2: RESOLUTION OF AUTHORIZATION

The applicant must utilize an ordinance or resolution documenting authorization for filing this NatureWorks application. A hand signed certified copy of the ordinance or resolution must be included with the NatureWorks application. *However, if the next meeting of the governing body occurs after the June 2, 2025 grant application deadline, the certified Resolution may be submitted to ODNR up to one month after the grant deadline, or by July 2, 2025.* If this situation applies, the applicant must include a brief explanation with their grant application.

Below is an example format for a resolution of authorization to be passed by the governing body of the local government agency. The applicant may use this example format or its own standard format. If applicants are able to obligate the funds required to satisfactorily complete the proposed project within their resolution, they should do so.

WHEREAS, the State of Ohio through the Ohio Department of Natural Resources, administers financial assistance for public recreation purposes, through the State of Ohio NatureWorks grant program and

WHEREAS, the _____ desires financial assistance under the NatureWorks Grant Program,

NOW, THEREFORE, be it resolved by the _____
(name of applicant)

That the _____ approves filing this application for financial assistance.
(name of applicant)

That _____ is hereby authorized and directed to execute
(local coordinator)
and file an application with the Ohio Department of Natural Resources and to provide all information and documentation required to become eligible for possible funding assistance.

That the _____ does agree to obligate the funds required
(name of applicant)
to satisfactorily complete the proposed project and become eligible for reimbursement under the terms of the **NatureWorks Grant Program.**

REQUIRED CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify, that the foregoing is a true and correct copy of resolution adopted by the _____ held on the ____ day in the month of _____, 20__, and that I am a duly authorized to execute this certificate.

_____ _____
(original signature) (title)

FORM No. 3: NatureWorks QUESTIONNAIRE

This section is a very important element in the evaluation of your application. Priority rating criteria, associated points and importance hierarchies are listed in this section.

Please provide complete answers to scoring criteria questions 1 – 6. Applicants are encouraged to provide any and all information that could be beneficial. This may include statistics, photographs, survey results, master plans, etc. It is better to provide too much information than not enough. For example, if a survey was done, rather than simply so stating, provide a summary of results or copies of the survey report. Use additional space or pages as needed.

Question 1. Purpose and Need: Justification and Explanation

Why is the project needed? What is the existing problem? How will the project solve this problem or address the need? Need should be identified using specific local data and not just a general statement. Discuss local supply and demand - rather than only regional or national information. Community-wide surveys, master plans for specific sites, participation studies, local socio-demographic trends, or other documented public input will have priority over general statements of need. Photographs and/or other visual aids are encouraged.

Applicant Response to Question 1:

The City of Piqua proposes to replace the aging playground structure at Fountain Park, located at 1300 Forest Avenue. Installed in 2008, the current equipment is now over 15 years old and shows visible signs of wear and deterioration. While still in use, the structure no longer meets modern standards for safety, accessibility, or inclusive play.

Serving children in the 4–12 age group, the playground is one of the most frequently used features within Fountain Park, a 35-acre community park rich in recreational offerings and history. In addition to playgrounds, the park includes a basketball court, tennis courts, sand volleyball, two picnic shelters, restrooms, a reservable dining hall (Hance Pavilion), a paved walking path, a trailhead, a fishing platform, and a boat launch. The hydraulic canal separating Upper and Lower Fountain Park provides access to both bank and on-the-water fishing, and the area functions as a trail connector and gathering space for residents.

Fountain Park has been a cherished part of Piqua since it first opened in 1874 as the site of regional agricultural fairs. Over the years, the park has evolved into one of the community's most significant recreational and historical assets. Today, it draws families from across the city and surrounding area.

Although the City maintains a Parks Master Plan, there is no established replacement schedule for playground equipment. However, community feedback—including informal surveys, resident comments, and input from park board meetings and public events—has consistently emphasized the need for updated and inclusive play spaces.

Replacing the existing structure will ensure the playground remains safe, welcoming, and engaging for all children, while helping the City meet its goals of maintaining high-quality public amenities and being responsive to community needs.

PURPOSE and NEED: JUSTIFICATION and EXPLANATION **Only one score will be selected**	**Points**
In depth explanation and data	25
Moderate explanation and data	20
General explanation and data	12
Explanation without support of data	5
No explanation and no data	0

The following are *suggested* approaches to 'Purpose and Need Justification and Explanation' for common project scenarios. Other approaches may also be used.

- **Acquisition Projects**
  For purposes of conservation: The applicant should discuss and provide documentation of the unique characteristics of the property (i.e. wetlands, flora and fauna, geological features, steams, habitat for rare, threatened, or endangered species, etc.). Are similar public opportunities available in the area?

  For purposes of recreation facility development: The applicant should discuss and provide documentation of the local need for the facility (i.e. playgrounds, game fields, camping, etc.).

- **Game fields/courts (baseball, soccer, etc.)**
  Fields for organized teams and leagues: The applicant should discuss and provide documentation on the following:
  - Number of current and projected activity participants,
  - Number, location, condition etc. of existing fields,
  - Capacity of existing fields/courts versus documented demand (for example - a log illustrating that access to participation has been denied due to lack of fields/courts, schedules, etc.)

  Fields for casual use: The applicant should discuss and provide documentation on the following:
  - The number and location of similar fields/courts in the project area.
  - Condition and level of use of other fields/courts, estimated number of people not being served.

  Rehabilitation or replacement of fields/courts: In addition to the above, applicant should discuss and provide documentation on the following:
  - How current field/court conditions have resulted in canceled games, injuries, etc.

- **Niche facilities like skate parks, climbing walls, disc golf courses, BMX tracks, etc.**
  Applicant should discuss and provide documentation on the following:
  - Existence, location, or lack of similar facilities in the vicinity
  - Capability of existing facilities in the area to meet demand (i.e. number of people able to use the facility at one time vs. the number of people not served, desirability of features at other park(s)
  - Expectation of use at the proposed niche facility. Demographic group served and expected benefits to community.

- **Playgrounds (new and replacement)**
  Applicants should discuss:
  - Target demographic group(s) (age, etc.) for the playground. Approximate number of individuals in group(s).
  - Number, location and condition of other playgrounds that service the same demographic group(s).

- **Pools, Spray Parks, etc. (new and rehabilitation/replacement)**
  New facilities: The applicant should discuss and provide documentation on the following:
  - Existence and location, or lack of similar facilities in the vicinity
  - Unmet satisfaction of local need

  Rehabilitation/replacement: The applicant should discuss and provide documentation on the following:
  - Condition, problems and age of existing facility,
  - Number of people using the pool,
  - Additional maintenance costs due to current condition,
  - Closures, etc.

- **Restrooms (new and rehabilitation/replacement)**
  The applicant should discuss and provide documentation on the approximate number of park users, number, condition and capacity of existing park restrooms, etc.

- **Shelters and Picnic Areas (new and replacement)**
  Shelters: The applicant should discuss and provide documentation on the following:
    - Approximate number of park users
    - Number of existing shelters
    - Approximate current use of existing shelters
    - Similar shelters and picnic areas in the vicinity, etc.

  Reserved Shelters: The applicant should discuss and provide documentation on the following:
    - Approximate number of park users
    - Number of existing shelters used for reservations, along with schedules showing that these are heavily scheduled.
    - Similar shelters and picnic areas in the vicinity; etc.

- **Support Facilities (parking, access roads, utilities, pathways, landscaping, restrooms, etc.)**
  The applicant should discuss and provide documentation on the following:
    - Safety issues
    - Expected changes in park usage
    - Improvement of park experience, etc.

- **Trails (new and rehabilitation/replacement)**
  Loop Trails (typically within a park, trail loops back to trailhead.) The applicant should discuss and provide documentation on the following:
    - Miles, location, condition, etc. of existing similar trails in the area
    - Capacity of existing trails to fulfill demand

  Linear/linking trails (typically link trail systems, communities or features within communities like parks, schools, libraries, business areas, historic sites, etc.) The applicant should discuss and provide documentation on the following:
    - Facilities or communities that will be linked
    - Anticipated number of people that will use the new trail
    - Number of people currently using adjacent trail (if linking to an existing trail)

  Trail Rehabilitation: The applicant should discuss and provide documentation on the following:
    - Existing condition
    - Current usage
    - Safety issues, etc.

2. Documentation of Local Funds:

A Resolution of Authorization (see page 10) is required. A resolution wherein the applicant obligates funds for the project is strongly preferred. Applicants must also describe and provide evidence of local financing and adequate cash flow to complete the project. Evidence of financial capability includes, but is not limited to:

- Approved budgets with a specific line item for the project
- A bank accounts specifically for the project, with verification of available funds
- Park levies
- Documented pledges – with donor signatures - of donated cash, property, material, equipment time, labor, etc.
- Documented awarded grants
- Other

Applicant Response to Question 2:

At this time, the City of Piqua's general fund is the only confirmed source of matching funds for the Fountain Park Playground Project. Although the City has not yet finalized the FY2026 budget, this playground replacement has been identified as a priority through long-term capital planning efforts. City leadership is committed to allocating the necessary funds as part of the upcoming budget cycle.

To support the application, a Resolution of Authorization is being prepared for consideration by the Piqua City Commission. The resolution is targeted for adoption at the June 3, 2025 Commission meeting, with a backup date of June 17, 2025, should additional time be required. Staff is coordinating submission materials in order to meet the May 30 deadline for inclusion on the June 3 agenda.

The resolution will include standard authorization language, including support for the project, confirmation of local matching funds, and approval to submit the NatureWorks grant application. City staff is available to provide any additional documentation or clarification as needed.

Scoring criteria (only one score will be selected)	**Points**
Signed Resolution, plus documentation of funding for entire project: Any or all of the following: Approved bank loan, bank account specific to project, treasurer/auditor's budget with a dedicated line item for the project, identification of a park levy solely for capital improvements within the park, fundraising receipts, signed donation pledges, etc.	10
Signed Resolution plus partially identified funds. This might include any or all of the following: Approved bank loan, bank account specific to project, budget with a dedicated line item from the treasurer/auditor, identification of a park levy solely for capital improvements within the park, signed donation pledges, etc.	7
Signed Resolution only (obligating funds)	4
Signed Resolution only that does not obligate funds.	1
ODNR knowledge of local financial difficulties	Deduct 5

3. Operation and Maintenance

The applicant should provide information and/or evidence that the future operation and maintenance of the proposed grant project (acquisition or development) has been thoroughly considered. Discuss specific plans to address maintenance of the grant project, the operation/maintenance budget, operation/maintenance staffing including skills, etc. Include written maintenance plan/schedule for park facility, if available. The condition of the site (if applicable), as observed by ODNR staff, as well as other parks and/or public outdoor areas the applicant operates may be considered during scoring.

Applicant Response to Question 3:

The City of Piqua Parks Department, which manages a total of 16 parks throughout the community, will be responsible for the long-term operation and maintenance of the new playground structure at Fountain Park. The department has a skilled maintenance team experienced in the upkeep of multiple public recreational facilities, including playgrounds, courts, walking paths, and more.

Routine inspections, repairs, and general maintenance of the playground will be incorporated into the department' s existing maintenance schedule. This includes safety checks, surfacing upkeep, equipment repairs, and maintaining cleanliness and accessibility. The Parks Department follows established protocols to ensure all park amenities remain safe, functional, and inviting to the public.

Although a site-specific written maintenance schedule is not currently available, the department plans to develop a formal checklist and inspection process tailored to the new playground during implementation. Funding for ongoing maintenance and operations is included in the Parks Department's annual operating budget, which is approved through the City's general fund.

The City is committed to sustaining high-quality recreational spaces across all 16 parks and ensuring that Fountain Park continues to serve the community's needs for years to come.

Scoring criteria	Points
Acceptable operation and maintenance plan for grant project submitted with application	1-5
No documented operation and maintenance plan	0

4. Accessibility

All projects funded through the NatureWorks program must be accessible to the general population, including those with disabilities. Types of outdoor recreation facilities vary greatly – from outdoor climbing walls to playgrounds to paved trails. While all parts of an outdoor recreation facility might not be accessible, the following minimum accessibility accommodations are **required,** as applicable:

- **Path to Project:** A barrier-free, reasonably accessible clear path (*i.e. route free of barriers like curbs, timber edges, large rocks, steep slopes, steps, etc.*) from parking area (if no parking, other access point) to the funded facility.
- **Accessible Feature:** An accessibility feature whereby disabled persons can gain *some* access to the funded facility (for example, a transfer platform on a play structure or one accessible section of a trail).
- **Interior Spaces and ADA standards**: All applications for proposed restrooms and/or structures with an 'interior' (for example, a nature education center) must utilize a design that is fully accessible per ADA standards.

The applicant should describe or identify how the project meets, or will meet, minimum accessibility requirements (sufficient documentation is required).

Applicant Response to Question 4:

The proposed replacement of the playground structure at Fountain Park will fully comply with the minimum accessibility requirements outlined by the NatureWorks program. The project will include the following accessibility features:

Path to Project: There is an existing paved walking path connecting the park's parking area to the playground site, providing a barrier-free and reasonably accessible route. Any necessary improvements will be made to ensure the path remains free of obstacles such as curbs, steps, or uneven surfaces.

Accessible Feature: The new playground design will incorporate ADA-compliant components such as transfer platforms, accessible swings, and inclusive play elements that enable children with disabilities to access and enjoy the playground safely.

Interior Spaces and ADA Standards: Although this project does not involve interior spaces or restrooms, any future updates to park structures will adhere to ADA standards to ensure full accessibility.

These accessibility improvements align with the City of Piqua's commitment to inclusive recreation and the principles of universal design, ensuring that all children and families can safely use and enjoy Fountain Park.

Scoring criteria (all applicable categories will be selected)	**Points**
The applicant has illustrated or described how the project meets minimum accessibility requirements.	2
The project contains additional design elements that accommodate the needs of a special population group (non English speaking, vision or hearing impaired, elderly groups who need provisions for safe accessibility, etc.)	2
The project contains additional elements to accommodate the needs of **more than one** special population group (non English speaking, vision or hearing impaired, etc.)	2
The applicant has NOT illustrated or described how the project meets minimum accessibility requirements.	Deduct 2

5. Planning

Several options must be considered at a conceptual level when planning a NatureWorks project. Feedback and discussion with stakeholders with different perspectives is also critical to a useful and successful plan.

The applicant should briefly describe the planning process used to come up with the project. Has an overall plan been completed and approved for the site? Were any alternative solutions considered? (For example: a different location on the site, a different design for the facility, a different project, etc.) If so, why was the submitted project determined to be the best solution to satisfy the need or solve the problem? If a planning process occurred, documentation of that process is required.

Applicant Response to Question 5:

The City of Piqua's Parks Department has prioritized the replacement of the aging playground structure at Fountain Park based on community feedback and ongoing park maintenance assessments. Although the City maintains an overall Parks Master Plan, there is currently no specific replacement schedule for playground equipment.

Preliminary planning has included consultation with key stakeholders such as park staff, local residents, and the vendor providing quotes for the proposed play equipment. Alternative options—such as repairing the existing playground or relocating it within the park—were considered but deemed less effective due to the significant wear of the current structure and its central, accessible location within the park.

Replacing the existing structure in its current location is the most practical and cost-effective solution. This approach will maximize accessibility, preserve the playground's integration with other park amenities, and address safety and inclusivity concerns expressed by the community.

Detailed designs and cost estimates are forthcoming and will be provided as the planning process advances.

Scoring criteria (all applicable categories will be selected)	**Points**
There is an approved plan for the site and the project is a component of that plan.	5
Evidence is presented that alternatives were considered during project conceptualization.	3
No documented planning efforts	0

6. Public Participation

Public/citizen participation at the local level must be part of project planning. This can be accomplished via public meetings for the project, review by special interest groups, advisory councils, special boards, public notices, news releases, completion of a publicly approved parks plan, citizen surveys, agency hosted interactive internet sites, etc. Please describe and provide documentation of public/citizen participation associated with the project. Documentation may include include copies of public meeting notices, meeting attendance sheets, copies of meeting minutes, results of public surveys, comments from the public, letters of support.

Applicant Response to Question 6:

Public participation has been an important consideration in the planning of the Fountain Park playground replacement project. While a formal public survey has not yet been conducted specifically for this project, the City of Piqua Parks Department has gathered valuable input through ongoing community engagement efforts, including feedback received at park board meetings, public events, and informal resident comments.

Additionally, this project has been incorporated into the City's Capital Improvement Plan (CIP), which is regularly updated and shaped by community input and priorities. This inclusion further demonstrates the City's commitment to addressing resident needs and maintaining quality recreational facilities.

Moving forward, the City plans to provide formal opportunities for public review and comment, including public notices and meetings prior to finalizing project designs and implementation. Documentation of these efforts will be included as part of the grant application and project record.

Scoring criteria (a **or** b **or** c will be selected, d may also be selected)	**Points**
a. Project involved **extensive** public participation, and opportunity for comment, that was specific to the proposed grant project. (i.e. special public meetings, surveys, project advisory group, etc.) Participation must have occurred prior to submission of application.	10
b. Project involved public participation and opportunity for comment. (i.e. special public meetings, surveys, project advisory group, etc.) Participation must have occurred prior to submission of application.	7
c. Project involved minimal public participation prior to submission of application (i.e. minutes from a regular council meeting that addressed the project prior to submission, etc.)	4
d. Project endorsed by local organizations or special interest groups	1-3
No documented public participation efforts prior to submission of application	0

Other Scoring Criteria

The following criteria are provided as an FYI. Scoring will be determined for these criteria during application review. There is no need to provide 'answers' for these criteria, however, please feel free to attach additional information that could impact the application score (for example, documentation of partnerships, donations, and/or other documentation).

Outdoor Recreation

While acquisition and many development projects are eligible under the NatureWorks program, some types of projects have a higher scoring priority than others.

Scoring Criteria for type of project (If your application contains more than one component (e.g. a new play structure and a parking lot), the component that is clearly the most costly for which grant assistance is requested will be considered the 'type of project'.)	**Points**
Development of outdoor recreation facilities	20
Acquisition of new parkland	17
Development of a support facility that will make park significantly more user friendly	15
Development of a support facility	10
Project is a support facility for future development	2

Reasonable Project Costs

The NatureWorks grant program is intended to reimburse reasonable costs of acquisition and development. In the case of acquisition, the approved appraised value is the basis for reimbursement. In the case of development, the grant program does not reimburse for features included due to the location of the project (for example: historic districts) or that are deemed to be excessively high.

Scoring Criteria	**Points**
Costs are in line with similar projects	5
Costs appear excessively high or unrealistically low	0

Partnerships

Applicants who have received (within the last two calendar years of application deadline), or will receive, donations of tangible value from private entities *for purposes of this project* will receive additional points. Signed documentation (e.g. signed intent to donate letter from donor(s) or proof of donation) is required.

Scoring Criteria	**Points**
Project partnership(s). Contribution(s) must be of tangible value	0-5

Site Suitability

The project site must be suitable for the proposed development.

Scoring Criteria	**Points**
Site is well suited for project	5
Site is acceptable for project, however there are one or more minor concerns	1-3
Site is NOT suited for project	Deduct 25

Completeness of Application

Applications should be complete by the application deadline. A complete application includes all signed forms, clearly labeled maps, and all other requested application components. (Form #2 may be submitted until 7/1/24 without penalty.)

Scoring Criteria	**Points**
Application is complete upon receipt by ODNR with postmark date on or before 6/1/2024.	5
Application is nearly complete upon receipt by ODNR with postmark date on or before 6/1/2024.	1-3
Application is missing major components upon receipt by ODNR with postmark date on or before 6/1/2024.	Deduct 5

High Priority Recreational Opportunities

Scoring Criteria (all applicable criteria will be selected)	**Points**
Advancing the trail network through a primarily land-based trail project	5
Rehabilitating/updating/improving existing outdoor recreation facilities	5
Providing access and amenities for paddling sports	5
Incorporating universal design and/or adaptive equipment to support recreational use by all abilities	5
Acquisition and protection of high-quality habitats balancing conservation with recreational experiences	5

Additional Considerations

Compatible with Private Recreation

Projects should not compete with local private for-profit recreation enterprises of the same type.

Scoring Criteria	**Points**
Project is not compatible with private sector and will significantly compete with existing private sector business.	Deduct 10

Previous ODNR grants and the applicant's grant performance history, if applicable.

ODNR maintains this information, there is no need to provide it or request it from ODNR

Scoring Criteria (all applicable criteria will be selected)	**Points**
Potential first time NatureWorks grant recipient (NatureWorks rounds 15 through 28 only)	8
One previous NatureWorks grant (NatureWorks rounds 15 through 28 only)	5
Two previous NatureWorks grants (NatureWorks rounds 15 through 28 only)	2
Three or more previous NatureWorks grants (NatureWorks rounds 15 through 28 only)	0
Past LWCF grants (since LWCF inception): None (3), One (2), Two (1), Three or more (0)	0-3
Extension of time granted on a previous LWCF or NatureWorks grant (one-time deduction)	Deduct 5 per six-month extension
Unresolved known issues with past grant projects, especially LWCF projects	Deduct 1-10

Other application considerations:

Scoring Criteria	**Points**
Applicant's only NatureWorks application or first priority NatureWorks application	25
Other than first priority application	0
Lack of veracity in grant application	Deduct 1-10
The applicant's specific project has already received 50% or more of requested funding in a prior year through LWCF or NatureWorks.	Deduct 25

Attachments

The following attachments (1-5) are required with your application:

1. Evidence of Ownership

For the land parcel(s) being developed or acquired with this application, provide a copy of the deed(s) and/or property ownership information from your county auditor. If the applicant leases the property, a copy of the non-revocable lease is required (minimum 15-year term, through 2040). Property leased from a school district is not eligible for NatureWorks funding.

2. Boundary Map

A Project BOUNDARY MAP** is required. This map should be an accurate map of the property described in the deed or lease, typically a tax map, county auditor's map (usually available online) or survey. The Boundary Map will be an exhibit to the grant agreement for awarded projects.

The Boundary Map must:

- ☒ Be to scale and/or have dimensions for each boundary line.
- ☒ Show all boundaries, adjacent streets, prominent landmarks, property lines, etc.
- ☒ Indicate North.
- ☒ Indicate the political subdivision location, project title, project sponsor and project site acreage on the map.
- ☒ Show an outline around any area(s) of the project site intended for, or currently in, non-recreational use (municipal water towers, cell towers, fire stations, etc.). Label such areas as excluded. Upon approval by ODNR, excluded areas will be omitted from the grant project boundary area that must remain in public outdoor recreational use during the COMPLIANCE period.

**The following signed project sponsor's statement must be added to the project Boundary Map:

As an official designee of the sponsor, I certify that the sponsor understands that the property identified on this Boundary Map cannot be converted from public outdoor recreation during the COMPLIANCE period without the written approval of the Director of the Ohio Department of Natural Resources.

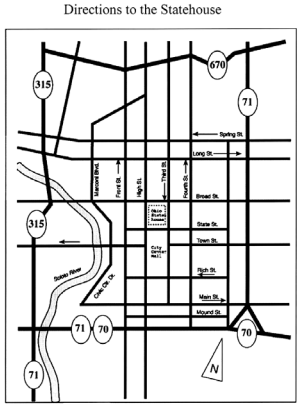
_____	_____	_____
Local Coordinator – Printed Name	Local Coordinator - Original Signature	Date

3. Site Vicinity/Location Map

Please submit a highway, street, county or other map(s) that will **clearly** locate your project in relation to nearby streets, highways, towns and other landmarks. Include the name of the applicant, project title and county on the map. Indicate north on map. Maps from online mapping sites are acceptable.

Example: Vicinity Map

Example: Site Location Map



4. Existing Use Map

Please submit a map or, if easier, copy of an aerial photo (can be downloaded from an online site) showing all existing development within the entire Boundary Map area. Please be sure to label existing facilities and indicate property lines.

5. Proposed Plan for Site

Please submit a site plan showing all proposed development that will be part of the grant project. If additional improvements are planned, **but are not proposed as a part of this grant project**, please indicate as FUTURE on the plan. Please be sure to label existing facilities and show the property lines. Maps may be carefully hand drawn, but should be at least approximately 'to scale'.

FORMS Nos. 4A, 4B, & 4C

COST ANALYSIS SCHEDULES AND PROJECT COST SUMMARY

NatureWorks grants may cover costs applicable to acquisition, design and engineering, direct labor, construction contracts, special service contracts, phase one archaeological surveys, equipment rental and materials purchased for the project.

FORM No. 4A: ACQUISITION COST ANALYSIS SCHEDULE

Instructions: List the property to be acquired by parcel number. Costs of appraisals incurred by the project sponsor that are **required and approved by ODNR** are eligible for cost-share through NatureWorks.

Parcel Number	Acreage	Estimated Fair Market Value of Parcel	Estimated Value of Existing Non-Recreation Property Improvements (if applicable) *	Estimated Appraisal Cost	Total Estimated Grant Eligible Purchase Price
NA		$	Deduct: $	$	= $
		$	Deduct: $	$	= $
		$	Deduct: $	$	= $
		$	Deduct: $	$	= $
TOTALS:					$

* For example: A house on the property that will not have an outdoor recreational use

Additional Costs:

Required Project Acknowledgement Sign $ _____

Other (describe) _____ $ _____

Grand Total of all Proposed Acquisition Costs $ _____

FORM No. 4B: DEVELOPMENT COST ESTIMATE

Instructions: In the item column, give a brief description of each item to be developed. In the quantity column, show the number of each item. In the units column, lists units such as square feet, cubic yards, tons, lump sum, linear feet, etc. In the unit price column, list the cost per unit. The total cost of each item goes in the far right column. If the project will be built by general contractor(s), lump sum costs can be listed instead of a detailed breakdown.

A detailed project cost estimate may also be submitted in another format.

ITEM	QUANTITY	UNIT PRICE	PURCHASE OR DONATION	TOTAL VALUE OR COST
Example: Permanent benches, installed	*4*	*$700.*	*purchase*	*$2800.*
Drawing #24-5080A	1	$60,104	Purchase	$60,104
APS-Border 12"	59	$35	Purchase	$2065
APS-ADA Half Ramp	1	$575	Purchase	$575
O'Tannenbaum	1	$15,768	Purchase	$15,768
IKO- Large	1	$24,530	Purchase	$24,530
Freight	1	$6,187	Purchase	$6,187
Wood Fiber	1	$5,200	Purchase	$5,200
Installation Charges	1 unit	$46,100	Purchase	$46,100
Misc equipment - Dumpster	1	$750	Purchase	$750
Customer Discount A#	1	$-13,523.40	Discount	$-13,523.40
Required Project Sign*				
			TOTAL $	$147,755.60

Box A

*If purchased from ODNR: $100 each

Box A must equal Box B on page 25.

FORM No. 4C: PROJECT COST SUMMARY

Eligible Cost	Sponsor Share in Cash	Sponsor Share In-Kind* Work	Sponsor Share Donations	Sponsor Share Other Grant(s)	NatureWorks Grant Amount	Total Cost
Acquisition						NA
Design & Engineering (maximum 15%)				$60,104		$60,104
Labor (Force Account*)						
Special Service Contracts				$46,100		$46,100
Rental of Equipment				$750		$750
Construction Contracts						
Purchase of Materials				$15,836	$32,302	$48,138
Other: Freight						$6,187
TOTAL COSTS	Discount of	$-13,523.40		$115,453.6	$32,302	$147,755.60

Box B
Box B must equal
Box A on page 24.

*Force Account Labor:
Project labor cost by an employee for which the project sponsor plans to seek 75% reimbursement.

*In Kind Work:
Project labor cost by an employee for which the project sponsor plans to request credit toward the 25% match.

FORM No. 5: INTER-AGENCY AGREEMENT

If two or more local public or private agencies are cooperating for purposes of funding or operating the grant project, such an agreement is considered an inter-agency agreement.
A lease for the property on which the grant project will be developed is also considered an inter-agency agreement.

OPTION ONE: INTER-AGENCY AGREEMENTS EXIST

If an inter-agency agreement exists, or is in process, a copy of the agreement(s), or draft agreement(s), must be submitted with the application. Describe in detail any division of responsibility that may exist, or be planned, for completing the acquisition, development, and/or operation and maintenance of the project.

OPTION TWO: INTER-AGENCY AGREEMENTS DO NOT EXIST

If an inter-agency agreement does not exist and is not anticipated, complete and sign the statement below and submit this form with the application.

Applicant_____

THIS APPLICATION FOR _____

(PROJECT TITLE)

IS NOT SUBJECT TO ANY INTER-AGENCY AGREEMENTS.

_____ _____

Local Coordinator – Printed Name Local Coordinator - Original Signature

_____

Date

FORM No. 6

CIVIL RIGHTS COMPLIANCE
STATE OF OHIO
U.S. DEPARTMENT OF THE INTERIOR

As the authorized representative of the applicant, I certify that the applicant agrees that, as a condition to receiving any state assistance it will comply with all federal laws relating to nondiscrimination. These laws include but are not limited to: (a) Title VI of Civil Rights Act of 1964 (42 U.S.C. 200d-1) which prohibits discrimination on the basis of race, color, or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap, military status, or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. THE APPLICANT HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from state financial assistance.

If any real property or structure thereon is provided or improved with the aid of financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all grants, loans, contracts, property, discounts, or other financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applicants for financial assistance which was approved before such date.

The Applicant recognizes and agrees that such financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and sub recipients and the person whose signature appears below who is authorized to sign this assurance on behalf of the Applicant.

_____ _____

Local Coordinator – Printed Name Local Coordinator - Original Signature

_____

Date

FORM No. 7: ACKNOWLEDGEMENT OF COMPLIANCE

Upon ODNR selection of this application as a NatureWorks assisted project, the applicant agrees to the following compliance period requirements of the State of Ohio:

1. All new and/or replacement utility lines within the project boundaries will be placed underground.

2. The NatureWorks project area must be operated and maintained solely for outdoor public recreation or outdoor natural resource interpretive purposes. The area cannot be converted in use or title without prior approval by the Director of the Ohio Department of Natural Resources.

3. A NatureWorks acknowledgement sign will be placed in the grant assisted park as required by the NatureWorks grant program.

4. The area will be open to the general public. Differences in admission and other fees may be maintained on the basis of residence. However, these differences must be reasonable and discrimination on this basis is prohibited.

5. Considerations for the accessibility of disabled persons must be incorporated in the planning stage of any improvement on the site, regardless of whether not that improvement is grant-assisted. Applicants must adhere to the latest accessibility guidelines under the Americans and Disabilities Act (ADA) and Architectural Barriers Act (ABA). Any development funded must adhere to these guidelines. See http://www.access-board.gov/.

_____ _____

Local Coordinator – Printed Name Local Coordinator - Original Signature

_____

Date

FORM No. 8: NatureWorks SIGN AND LOGO

Upon acceptance of this application as an assisted project, the applicant agrees to the following requirements of the State of Ohio:

☒ An acknowledgement signs recognizing NatureWorks assistance is required at an assisted site(s).

- Development projects: A sign must be installed at the main entrance to the park or at the site of the development.
- Acquisition projects: A sign must be installed at the main entrance to the park.

Temporary Signing – Temporary signs are required for all development projects with a total cost of $500,000 or more.

Temporary Signing Standards – Unless precluded by local sign ordinances, temporary signs shall be no less than 2 ft. by 3 ft. The size of lettering should be based on the amount of information placed on the sign. The selection of colors is at the sponsor's discretion; however, there should be sufficient contrast between the background and the lettering to make the sign readily visible without being intrusive. The sign should include the source, percent and dollar amount of all Federal, State, and/or local funds. Indicate on the second line whether the project is acquisition or development. The Ohio Department of Natural Resources must be acknowledged as a partner on all NatureWorks projects.

NatureWorks Permanent Sign Requirements – NatureWorks signs must not be smaller than 9 X 12 inches. Color combinations for NatureWorks signs should be the following: cardinal – red, cardinal's beak – yellow, buckeyes – brown, buckeye leaves – green. The black area shown in the insignia should be black on the sign. Lettering color and method of sign construction may be determined by the recipient; however, signs must be permanent.

Use of LOGO – The logo shown below can be used at entrances to outdoor recreation sites, at other appropriate on-site locations, and in folders and park literature. The logo format may not be altered.

natureWORKS
Ohio's Natural Investment

_____ _____

Local Coordinator – Printed Name Local Coordinator - Original Signature

Date _____

NatureWorks Sign Information

Project sponsors are NOT required to purchase signs from ODNR.
However, for the convenience of project sponsors, ODNR offers NatureWorks signs for purchase.

RECYCLED black and white plastic materials
Vertical dimension: 15.5 inches
Horizontal dimension: 13.5 inches
Sign thickness: ¾ inch

Price: $100, postage is included

To request a NatureWorks sign from ODNR, (or to request NatureWorks logo artwork for locally manufactured signs), email Dee Burlison at dolores.burlison@dnr.ohio.gov.

Please include your name, address, number of signs requested, and NatureWorks project number. Upon receipt of your request, a NatureWorks sign(s) and invoice will be mailed to you, payable upon receipt.

One sign only, per grant project site, is recommended.

If a NatureWorks sign - in good condition - already exists in the funded park, an additional sign may not be required.

FORM No. 9: ENVIRONMENTAL REVIEW

Project: Fountain Park Playground

(Please complete Environmental Checklists on p.32-34)

Environmental Review through ODNR

The Ohio Departmental of Natural Resources (ODNR) manages state listed species along with a variety of other natural resources. The applicant may submit an Environmental Review (ER) request to ODNR. Please refer to the link below for detailed instructions what to submit and how to submit for Environmental Review:

https://ohiodnr.gov/wps/portal/gov/odnr/discover-and-learn/safety-conservation/about-ODNR/real-estate/environmental-review/

The Office of Real Estate - Environmental Review Services Section is responsible for coordinating and facilitating environmental reviews and comment response letters generated by the ER. For many projects, demonstrating coordination with ODNR is a requirement that must be fulfilled to secure funding, licensing, or permitting, at both the state and federal level. Coordination letters that are prepared through ODNR's ER Program are done so under the authority of the National Environmental Policy Act (NEPA), the Endangered Species Act (ESA), the Fish and Wildlife Coordination Act (FWCA), the Clean Water Act (CWA), the Coastal Zone Management Act (CZMA), and other applicable laws and regulations.

Please note that the Environmental Review will include a database report for the Ohio Natural Heritage Database (ONHD) along with departmental comments and recommendations related to threatened/endangered species as well as other natural resources that ODNR has regulatory oversight for.

For further information on ODNR Environmental Reviews, please contact:

Mike Pettegrew
Environmental Services Administrator
Office of Real Estate
Ohio Department of Natural Resources
2045 Morse Rd., Columbus, OH 4322
Phone: 614-265-6387 Email: Mike.Pettegrew@dnr.ohio.gov

ENVIRONMENTAL CHECKLIST		
All applicants must contact the appropriate government agency when there is an environmental RED FLAG issue. Please provide a copy of such correspondence with your application.	**YES** (This is a RED FLAG issue)	**NO**
Does the project involve development (ground disturbance) within 1000 feet of a National and/or State Scenic River? If Yes, contact the ODNR Division of Parks & Watercraft, Scenic Rivers Section @ **Robert.gable@dnr.ohio.gov.**		X
Does the project scope involve in-water work in a stream/river, reservoir or lake; or in a drainage ditch with a hydrological connection to a stream/river, reservoir or lake? If YES you may need a U.S. Army Corps of Engineers (USACE) permit. There are four USACE Districts in Ohio. See map @ http://www.usace.army.mil/Locations.aspx for the USACE district for your project site, and contact the USACE district representative.		X
Does the project scope involve in-water deposit of dredged or fill material? **(A Water Quality Certification may be required.)** If YES, contact the Ohio EPA's Water Quality Certification Section @ (614) 644-3020.		X
Does the project scope involve development in a floodplain? Please submit a (FEMA) floodplain Firmette map for the location of the project site. Firmettes may be produced online on the FEMA website @ https://msc.fema.gov/portal. If the project is located within a floodplain, attach a letter or other documentation of compliance from the local Designated Floodplain Administrator (DFPA). See http://water.ohiodnr.gov/portals/soilwater/pdf/floodplain/Community%20Contact%20List11062019.pdf for a list of DFPAs. If you are not able to obtain this letter by the application deadline, a please submit a copy of your letter to the DFPA requesting a project review.		X
Do hydric soils exist at the location where grant funded development will occur? A soils map and hydric soil report for your site can be made online @ **http://websoilsurvey.nrcs.usda.gov/app/.** Submit the map and report with your application. OR Contact your county's National Resource Conservation Service (NRCS) office to determine if the project site contains hydric soils. https://www.nrcs.usda.gov/wps/portal/nrcs/main/oh/contact/local/ Submit NRCS site report and/or correspondence with your application.		X

ENVIRONMENTAL CHECKLIST cont.		
All applicants must contact the appropriate government agency when there is an environmental RED FLAG issue. Please provide a copy of such correspondence with your application.	**YES** (This is a RED FLAG issue)	**NO**
Does the project scope involve development on submerged land in Lake Erie or Sandusky Bay? (A Submerged Land Lease may be required.) If YES, contact the ODNR - Office of Coastal Management at (419) 626-7980. Information regarding submerged land leases can be found @ http://coastal.ohiodnr.gov.		X
Does the project scope involve development in or impact to a jurisdictional wetland? Under Section 404 of the Clean Water Act a **jurisdictional** wetland has a hydrological connection to Water of the United States (river, stream, lake, reservoir or flowing ditch). If YES, please contact the following agencies to coordinate permitting requirements (the project may be covered under a Nationwide Section 404 Permit): US Army Corps of Engineers (district appropriate for project) See map @ http://www.usace.army.mil/Locations.aspx for the USACE district for your project site. Ohio EPA **http://www.epa.ohio.gov/dsw/401/index.aspx.** Local Soil and Water Conservation District https://agri.ohio.gov/wps/portal/gov/oda/divisions/soil-and-water-conservation/find-a-local-swcd		X
Does the project scope involve development in, or impact to an isolated wetland? The Ohio EPA regulates wetlands that do not have a hydrological connection to waters of the United States. These are known as Isolated Wetlands. If YES, an Isolated Wetland Permit may be required. The Ohio EPA encourages all potential permit applicants to review their web page for the process at **http://www.epa.ohio.gov/dsw/401/index.aspx.**		X
Are federally or state threatened or endangered species present and/or is critical habitat present on the project site? If this is a reasonable possibility, please submit an Environmental Review request (with appropriate information and attachments as described to the following email address: environmentalreviewrequest@dnr.ohio.gov. For additional information please see guidance at: https://ohiodnr.gov/discover-and-learn/safety-conservation/about-ODNR/real-estate/environmental-review		X

Project: Fountain Park Playground

Explain all 'yes' and 'to be determined' answers on a separate sheet. In such cases clarify how each resource will or could be adversely impacted; any direct, indirect, and cumulative impacts that may occur; and any additional data that still needs to be determined. Also explain any planned mitigation, if applicable. **For purposes of this Environmental Review, the terms *impact* and *effect* have a negative or adverse meaning.**

Does the proposed NatureWorks project…	**Yes**	**No**	**To be determined**
1. Have significant impacts on properties listed or eligible for listing on the National Register of Historic Places? Attach State Historic Preservation Office comments, if applicable. http://www.ohiohistory.org/state-historic-preservation-office		x	
2. Have significant impacts on public health or safety?		x	
3. Have significant impacts on such natural resources and unique geographic characteristics as historic or cultural resources; park, recreation, or refuge lands, wilderness areas; wild or scenic rivers; national natural landmarks; sole or principal drinking water aquifers; prime farmlands; wetlands (E.O. 11990); floodplains (E.O 11988); and other ecologically significant or critical areas?		x	
4. Have highly controversial environmental effects or involve unresolved conflicts concerning alternative uses of available resources [NEPA section 102(2)(E)]?		x	
5. Have highly uncertain and potentially significant environmental effects or involve unique or unknown environmental risks?		x	
6. Establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects?		x	
7. Have a direct relationship to other actions with individually insignificant, but cumulatively significant, environmental effects?		x	
8. Have significant impacts on species listed or proposed to be listed on the List of Endangered or Threatened Species, or have significant impacts on designated Critical Habitat for these species?		x	
9. Violate a federal law, state or local law or requirement imposed for the protection of the environment?		x	
10. Have a disproportionately high and adverse effect on low income or minority populations (Executive Order 12898)?		x	
12. Contribute to the introduction, continued existence, or spread of noxious weeds or non-native invasive species known to occur in the area, or actions that may promote the introduction, growth, or expansion of the range of such species (Federal Noxious Weed Control Act and Executive Order 13112)?		x	

The following individual(s) provided input to the completion of FORM No. 9: ENVIRONMENTAL REVIEW

List one or more reviewers, including name, title, agency, field of expertise. Keep all environmental review records and data on this proposal for any possible future review.

- Cyndi Potter, Community Services Manager, CHIP & CDBG Programs
- C
-

Signature: _____ Date 5/31/2025

Applicant Community: Piqua Ohio

Thank You & Good Luck with Your NatureWorks Grant Application

NatureWorks Round 31

County	Available Funding	County	Available Funding
Adams	$34,731	Licking	$45,116
Allen	$31,095	Logan	$20,796
Ashland	$21,953	Lorain	$69,817
Ashtabula	$30,244	Lucas	$91,564
Athens	$24,074	Madison	$20,369
Auglaize	$42,152	Mahoning	$54,319
Belmont	$24,597	Marion	$24,325
Brown	$40,683	Medina	$50,943
Butler	$84,036	Meigs	$32,795
Carroll	$17,227	Mercer	$20,131
Champaign	$19,430	Miami	$32,302
Clark	$37,705	Monroe	$14,777
Clermont	$50,643	Montgomery	$111,034
Clinton	$20,037	Morgan	$14,853
Columbiana	$31,035	Morrow	$18,739
Coshocton	$19,044	Muskingum	$28,193
*Crawford**	$51,094	*Noble**	$38,019
Cuyahoga	$244,696	Ottawa	$19,733
Darke	$21,849	Paulding	$15,822
Defiance	$19,351	Perry	$37,645
Delaware	$51,657	Pickaway	$23,072
Erie	$52,422	Pike	$19,232
Fairfield	$68,743	Portage	$42,042
Fayette	$17,636	Preble	$19,850
Franklin	$273,155	Putnam	$18,647
Fulton	$20,165	Richland	$57,273
Gallia	$17,686	Ross	$26,481
Geauga	$59,688	*Sandusky**	$58,998
Greene	$43,177	Scioto	$51,828
Guernsey	$24,287	*Seneca*	$22,435
Hamilton	$164,927	Shelby	$21,178
Hancock	$26,082	Stark	$81,187
Hardin	$17,957	Summit	$111,608
Harrison	$17,877	Trumbull	$49,426
Henry	$17,400	Tuscarawas	$29,452
Highland	$20,276	Union	$47,360
Hocking	$34,941	Van Wert	$35,265
Holmes	$20,442	Vinton	$36,193
Huron	$46,154	Warren	$56,841
Jackson	$18,317	Washington	$23,299
Jefferson	$35,610	Wayne	$56,738
Knox	$47,681	Williams	$23,128
Lake	$55,052	Wood	$36,615
*Lawrence**	$58,690	Wyandot	$39,630
		Total:	**$3,807,403**

* If at least one Round 31 application is not received from this county, accumulated county funds will be reallocated to area(s) with greater need. ODNR has not received a NatureWorks application from this county in the two last consecutive rounds.

City of PIQUA

COMMISSION AGENDA STAFF REPORT

MEETING DATE	June 3, 2025	
REPORT TITLE	**Resolution No. R-73-25** A Resolution fixing the time and place for a public hearing on the Proposed City Tax Budget for Miami County for the Calendar Year 2026 and draft Appropriation Ordinance.	
SUBMITTED BY	Jerry O'Brien, Director Finance	
AGENDA CLASSIFICATION	Resolution	
BACKGROUND	Type background info here.	
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted $:	0
	Expenditures $:	0
	Source of Funds:	
	Narrative:	
ATTACHMENTS	None	

Resolution No. R-73-25

A Resolution fixing the time and place for a public hearing on the Proposed City Tax Budget for Miami County for the Calendar Year 2026 and draft Appropriation Ordinance.

WHEREAS, Section 5705.18 of the Revised Code requires that this Commission adopt a tax budget for the next succeeding year on or before July 15th; and

WHEREAS, Charter Section 49 requires the submission of the draft of an appropriation ordinance based upon said budget;

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:

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

SEC. 1: A public hearing on the proposed city tax budget for Miami County for the year 2026 and draft appropriation ordinance shall be held at the next regular meeting of this Commission on June 17, 2025, at 6:00 P.M.; and

SEC. 2: The Commission Clerk is hereby directed to cause the publication of notice of said public hearing in the Piqua Daily Call;

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

_____

JIM VETTER, VICE-MAYOR

PASSED: _____

ATTEST: _____

CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by None, seconded by None, and on roll call the following vote ensued:

Mayor Kris Lee _____

Commissioner Jim Vetter _____

Commissioner Paul Simmons _____
Commissioner Thomas Hohman _____
Commissioner Frank DeBrosse _____