



**PIQUA CITY COMMISSION REGULAR MEETING
TUESDAY, MAY 5, 2026
5:00 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

WORK SESSION

Pavement Program

PRESENTATION

CONSENT AGENDA

- 1) **Approval of Minutes**
Approval of the Minutes from the April 21, 2026, Regular City Commission Meeting and the April 27, 2026 Executive Session.

OLD BUSINESS

- 1) **Ordinance No. O-2-26 (Second Reading)**
An Ordinance enacting and adopting a supplement to the Code of Ordinances for the City of Piqua.
- 2) **Ordinance No. O-04-26 (Third Reading)**
Updating Chapter 51 (SEWERS) in the City of Piqua Charter and Ordinances
- 3) **Ordinance No. O-05-26 (Third Reading)**
Updating Chapter 53 (WATER), in the City of Piqua Charter and Ordinances
- 4) **Ordinance No. O-06-26 (Third Reading)**
Updating Chapter 52, in the City of Piqua Charter and Ordinances
- 5) **Resolution No. R-54-26 (Tabled)**
An amended resolution authorizing the City Manager to enter into a contract with McCulloch, Felger, Fite and Gutmann Co., L.P.A.
- 6) **Resolution No. R-58-26 (Tabled)**

A resolution authorizing an increase to the purchase order to Encompass Engineers & Architects, Inc. for economic development engineering and construction oversight services.

NEW BUSINESS

1) Resolution No. R-59-26

A resolution authorizing the City Manager to enter into a license agreement with the Piqua Braves Baseball program

2) Resolution No. R-60-26

A resolution authorizing the City Manager to enter into a license agreement with the Piqua Youth Soccer Association, Inc.

3) Resolution No. R-61-26

A resolution authorizing the City Manager to enter into a license agreement with the Northern Alliance Soccer Club

4) Resolution No. R-62-26

A resolution awarding a contract to Barrett Paving Materials Inc. for the 2026 Pavement Program — Mill and Overlay Project

5) Resolution No. R-63-26

A resolution awarding a contract to CW Tree and Outdoor Service LLC for the 2026 ADA Curb Ramp Program

6) Resolution No. R-64-26

A resolution authorizing the Piqua Police Department to purchase a new camera system to replace the 12 existing cameras and to add an additional camera inside the Evidence Room

CITY MANAGER'S REPORT

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.

**PIQUA CITY COMMISSION REGULAR MEETING MINUTES
TUESDAY, APRIL 21, 2026**

CALL TO ORDER

The meeting was called to order at 5:02. Civic Plus had been slow to start due to the computer having to do a mandatory reboot.

THE PLEDGE OF ALLEGIANCE

ROLL CALL

Roll was called Mayor Vetter, Commissioners DeBrosse, Simmons, Walker and Wead were present.

PRESENTATION

- 1) Proclamation of Kiwanis 90th Anniversary May 2nd, 2026

Commissioner DeBrosse read a proclamation recognizing the Kiwanis 90th anniversary. Ralph Tracy was in attendance representing the Kiwanis.

ADJOURNMENT TO EXECUTIVE SESSION

Commissioner DeBrosse made a motion to adjourn to Executive Session. Seconded by Commissioner Walker. All in favor. Motion carried. The commissioner meeting was adjourned at 5:08 for the Executive Session.

- 1) To consider confidential information related to economic development as further defined by Ohio Revised Code Section 121.22(G)(8) or as amended;
- 2) To consider the appointment, employment, dismissal, discipline or compensation of the City Manager or City Clerk;

EXECUTIVE SESSION

ADJOURNMENT FROM EXECUTIVE SESSION

Commissioner Walker made a motion to adjourn from Executive Session. Seconded by

Commissioner Simmons. All in favor. The commission meeting adjourned from Executive Session at 7:05.

ROLL CALL

Roll was called, Mayor Vetter and Commissioners DeBrosse, Simmons, Walker and Wead were present.

MOTION TO APPROVE BUSINESS AGENDA

Commissioner DeBrosse made a motion to amend the Business Agenda as it relates to the order of the presentation items as they appear on the Agenda. Seconded by Commissioner Walker. All in favor. Motion carried. The amendment will now reflect the Housing Initiative will be presented first, The Riverfront Townhomes will be second, and Jerry O'Brien will present the December 2025 Financial Report third. Next, Commissioner DeBrosse made a motion to approve the Business Agenda as amended. Seconded by Commissioner Walker. All in favor. Motion carried.

1) Rules of Conduct

PRESENTATION

Housing Initiative

Rayce Robinson presented for The Duke Foundation. This is a proposed collaboration with Habitat for Humanity of Miami and Shelby Counties, The Miami County Land Bank, the City of Piqua and local builders to create affordable housing for those otherwise unable to afford a home of their own. There was a slide presentation outlining the initiative's goals. Commissioner Walker asked who the Duke Foundation is? Mr. Robinson replied they are a nonprofit founded in 1983 that serves the needs of families and children, focusing on children in the foster care system and assisting those with food and housing insecurities. The Duke Foundations proposed plans and timelines; those will be attached in the agenda packet and posted to the website.

Riverfront Townhomes

Presented by Robi and Crosby Simms of Charles Simms Development. This pertains to the property located at S. Main and Wood St. The plan is to build affordable townhomes aimed at empty nesters or first-time home buyers. This project has been in the works since 2021. Mayor Vetter asked where they are at in this process. Mr. Simms replied they are preparing surveys. Soil testing and boring had recently been completed. Mayor Vetter then asked if there are any concerns with digging there as it used to be a DP&L site. Chris Schmiesing answered that the environmental concerns had been removed. Commissioner DeBrosse wanted to point out that this directly related to a resolution that had been brought before commission a few weeks prior that Mr. DeBrosse had made a motion to approve, but it had failed due to lack of a second, thus putting this project on pause. Mayor Vetter asked if this were to be brought before the commission again if there would need to be a new resolution and Chris replied yes. There is a slide presentation that will be added to the agenda packet showcasing their vision.

December 2025 Financial Report by Jerry O'Brien

Jerry O'Brien made his presentation last as amended in the above motion. Jerry presented a final report of the funds from 2024 versus 2025. Mayor Vetter asked Jerry if people had questions what is the best way for them to reach out to him? Jerry replied email is the best way.

CONSENT AGENDA

Commissioner Simmons made a motion to approve the Consent Agenda. Seconded by Commissioner Walker. All in favor. Motion carried.

1) Approval of Minutes

Approval of the Minutes from the April 7, 2026, Regular City Commission Meeting

OLD BUSINESS

1) Ordinance No. O-3-26 (Third Reading)

An Amended Ordinance to make appropriations for the City of Piqua, Ohio for the year 2026

This is a third reading of this Ordinance. Jerry O'Brien was present and brought forward that there was a change in section 3. There were no comments from the public or commission. Commissioner DeBrosse made a motion to approve. Seconded by Commissioner Walker. All in favor. Mayor Vetter asked for a roll call. Motion carried.

2) Ordinance No. O-04-26 (Second Reading)

Updating Chapter 51 (SEWERS) in the City of Piqua Charter and Ordinances

Kevin Krejny was present to answer any questions. There have been no changes since the first reading. Kim Heisler commented, asked the commissioners to please take a look at this and the impact the data center will have. Ms. Heisler is concerned once this and the next two ordinances pass, it will make it easier for other such businesses to slide in.

Commissioner DeBrosse asked if Kevin had any comments and this is strictly sewer-related issues? Kevin answered there was a separate agreement approved last year specifically addressing this issue. There were no other comments. This was a second reading. No vote.

3) Ordinance No. O-05-26 (Second Reading)

Updating Chapter 53 (WATER), in the City of Piqua Charter and Ordinances

Kevin Krejny was present to answer any questions. There have been no changes since the first reading. Kim Heisler said the separate agreement is false. She does not want the project dictating our rates. There are no legal protections in place right now for the citizens. There were no comments or questions from commissioners. This was a second reading. No vote.

4) Ordinance No. O-06-26 (Second Reading)

Updating Chapter 52, in the City of Piqua Charter and Ordinances

RJ Monnier was present to answer any questions. No changes since the first reading. Kim Heisler waived her chance to speak. There were no commissioner comments. This was a second reading. No vote.

NEW BUSINESS

1) Ordinance No. O-2-26 (First Reading)

An Ordinance enacting and adopting a supplement to the Code of Ordinances for the City of Piqua.

Presented by Law Director, Jessica Stiltner. This ordinance is to approve the annual updated supplement pages to be incorporated into the Piqua Book of Ordinances covering dates 9-16-25 for local legislation and 6-25-25 for state legislation. There were no public or commissioner comments. This is a first reading. No vote.

2) Resolution No. R-53-26

A resolution authorizing the City of Piqua to commit to becoming an Age-Friendly Community and to participate in the AARP network of age-friendly states and communities.

Presented by Kyle Hinkleman. This is to authorize the city to apply for a grant to study aging in place and create in action plan to age in place. There is a May 1 deadline to apply for the grant. The city would find out by June 1 if they are awarded the grant.

Kim Heisler finds this an interesting idea, but the city is not interested in putting the meetings back on YouTube. Ms. Heisler doesn't feel grants are free. Who are the stakeholders? Kyle answered it would be all interested parties. They could be senior centers, public meetings and outreach centers.

Commissioner Wead asked about the community engagement and how Kyle plans to get that done. In other words, how can the community get involved? Kyle answered the plan would be an outreach. The hope is to hear what the people have to say. Kyle also wanted to point out the grant is privately funded.

Mayor Vetter wanted to point out there are a number of things to assist those aging in place.

Solei commented that some of these grants come with stipulations. Please ask what those are. Not in favor of using WHO or Meta to gather the information to assist in this study. In Canada, they are euthanizing people.

Commissioner Simmons has issues with this program due to it being a PAC. Rather than a grant to do a study for an age-friendly community, maybe a grant to be an ADA-friendly community.

Commissioner DeBrosse asked what AARP's involvement is in this. Kyle answered that the goal is to give a certain amount of money to bring the plan to fruition. AARP doesn't actually have anything to do with it. Commissioner DeBrosse clarified the grant is from the Dayton Foundation but the MVRPC will be involved. Kyle answered that it was correct.

Commissioner Wead made a motion to approve. Seconded by Commissioner Walker.

Commissioner Simmons voted against. Commissioner DeBrosse asked for a roll call to confirm the vote. Motion carried.

3) Resolution No. R-54-26

A resolution authorizing the City Manager to enter into a contract with McCulloch, Felger, Fite and Gutmann Co., L.P.A.

Kim Heisler asked why we are hiring outside when we have Jessica?

Nicholas Mahrt seconded Kim's question as to why we are hiring an outside firm when we have a law director?

Steve Yenney asked us to table the resolution as there is no contract included. Specifically due to the fact Frank is involved. Bring it back at the next meeting with the contract included.

Commissioner Simmons also asked the resolution be tabled. Commissioner Walker seconded. Roll was called. Commissioners Simmons, Walker, Wead and DeBrosse voted to table the resolution. Mayor Vetter voted against. Motion to table carried.

4) Resolution No. R-55-26

An amended resolution to approve a replat with dedication for parcel ID #N44-250056

Kyle Hinkleman started by saying the plat number was incorrect on the agenda and staff report. This is the future site of Wawa's development. This replat was approved by the planning commission on 4-14-26 by a vote of 3-0. Commissioner DeBrosse asked if the resolution is correct. Kyle answered that no, it is not correct. There was a mistake made when the agenda was prepared. Commissioner DeBrosse asked if the lot # was correct when going before the Planning Commission? Kyle said yes it was. Commissioner DeBrosse made a motion to amend the resolution to reflect the correct plat #N44-250056. Seconded by Commissioner Simmons. All in favor. Next there was a motion to approve the resolution as amended by Commissioner Simmons. Seconded by Commissioner Walker. All in favor. Motion carried.

5) Resolution No. R-56-26

A resolution to approve a replat with dedication for parcel IDs #N44-075970 and N44-078245

Presented by Kyle Hinkleman. Brought before and approved at the planning commission meeting on 4-14-26 by a vote of 3-0. This relates to land allowing for a planned expansion of Miami Valley Steel. There were no comments. A motion to approve was made by Commissioner DeBrosse. Seconded by Commissioner Walker. All in favor. Motion carried.

6) Resolution No. R-57-26

A resolution to approve a replat with dedication for parcel IDs #N44-101770, N44-101834 and N44-101846

This is the third of the replat resolutions brought by Kyle that had been approved by the Planning Commission on 4-14-26 by a vote of 3-0. J5, LLC would like to combine two lots into one, then split a small part to place a water pump station. This is for a utility easement at Farrington and Drake. Solei Larkin asked how it works with only having three people on the Planning Commission? Commissioner DeBrosse clarified there are five members but there were two unable to attend that last meeting. There were no additional comments. Commissioner DeBrosse made a motion to approve. Seconded by Commissioner Walker. Mayor Vetter voted in favor of approval. Commissioners Simmons and Wead voted against. Motion carried.

7) Resolution No. R-58-26

A resolution authorizing an increase to the purchase order to Encompass Engineers & Architects, Inc. for economic development engineering and construction oversight services.

RJ presented this is a resolution to correct an oversight made earlier. Jonathan Wessel asked if when the purchase order was originally asked for in June 2025 it was for 71,000. Then in November 2025 it was increased to 400,000. Now it is being asked to go up to 625,000. When will the bank account for reimbursement be set up?

Steve Yenney asked about R-16-25 and why, when he made a public records request, he was told no records exist. Met with Jerry today and the escrow accounts have finally been set up. Why was there no contract attached again?

Solei commented that he is asking for over half a million dollars. The Charter Review Committee in 2023 voted that the contracts did not need to be provided? (not sure about this). This money and the grant money is not free. It has to come from somewhere. Mentioned the notary book and the fact we do not keep them.

Kim commented that multiple times in these chambers the commissioners have said no contract will be paid without an escrow account in place. Asked the commissioners to look into this. Please also, despite the time since there was such a long executive session, let the folks that haven't spoken yet have a chance.

Commissioner Walker asked what the contract covers. RJ went on to explain it covers the electric infrastructure design services and bidding documents. Commissioner Walker followed up by asking Jerry when he anticipated reimbursement would start. Jerry answered that since the escrow account is set up, he expects the money to be deposited very soon, within a month. That will cover the costs incurred so far and future infrastructure costs.

Commissioner DeBrosse asked if the city had paid any of this money yet? Jerry answered yes. Commissioner DeBrosse assumes that now an account is set up that will allow the company to reimburse the city. Commissioner DeBrosse finds it concerning that a portion of this has been paid out, and the city has not been reimbursed and the "company" could actually still walk away. What would happen? Would the city be out that money? Jerry replied that if the "company" walked away per the development agreement, they would still have to reimburse the city for the money spent so far.

Commissioner Walker made a motion to table this motion. Seconded by Commissioner Wead. Commissioners Simmons and DeBrosse agreed. Commissioner Vetter voted against tabling. Motion to table carried.

COMMISSIONERS COMMENTS

Due to that late hour Commissioner Simmons made a motion to suspend Rule 14 allowing for public comment. Seconded by Wead. All in favor. Motion carried.

ADJOURNMENT

Commissioner DeBrosse made a motion to adjourn from the business portion of the meeting. Seconded by Commissioner Walker. All in favor. Motion carried. The meeting was adjourned at 9:34.

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.)

JIM VETTER, MAYOR

PASSED:

ATTEST:

COMMISSION CLERK

**PIQUA CITY COMMISSION MEETING WITH EXECUTIVE SESSION MINUTES
MONDAY, APRIL 27, 2026**

CALL TO ORDER

The meeting was called to order at 5:01.

THE PLEDGE OF ALLEGIANCE

ROLL CALL

Commissioner Simmons made a motion to excuse Commissioner DeBrosse who had a prior commitment. Seconded by Commissioner Walker. All in favor. Motion carried. Roll was then taken. Mayor Vetter, Commissioners Simmons, Walker and Wead were present.

ADJOURNMENT TO EXECUTIVE SESSION

Commissioner Simmons made a motion to adjourn to Executive Session. Seconded by Commissioner Walker. All in favor. Motion carried.

- 1) To consider confidential information related to economic development as further defined by Ohio Revised Code Section 121.22(G)(8) or as amended;

- 2) To discuss pending or imminent litigation.

EXECUTIVE SESSION

The commissioners went into Executive Session at 5:04.

At 5:32 Commissioner Simmons stopped in the clerk's office to let her know he had to leave for a family emergency.

ADJOURNMENT FROM EXECUTIVE SESSION

The commissioners reconvened at 6:38. Commissioner Walker made a motion to adjourn from Executive Session. Seconded by Commissioner Wead. Commissioner Walker made a motion to excuse Commissioner Simmons from the meeting. Seconded by Commissioner Wead. All in favor. Motion carried.

ROLL CALL

Mayor Vetter asked for a roll call. Mayor Vetter, Commissioners Walker and Wead were present.

ADJOURNMENT

Mayor Vetter asked for a motion to adjourn the meeting. Commissioner Walker made the motion to adjourn the meeting. Seconded by Commissioner Wead. All in favor. Motion carried. Meeting was adjourned at 6:40.

JIM VETTER, MAYOR

PASSED: _____

ATTEST: _____

COMMISSION CLERK

City of
PIQUA COMMISSION AGENDA
 STAFF REPORT

H.1.

| | | |
|--|--|----|
| MEETING DATE | May 5, 2026 | |
| REPORT TITLE | Ordinance No. O-2-26 (Second Reading) An Ordinance enacting and adopting a supplement to the Code of Ordinances for the City of Piqua. | |
| SUBMITTED BY | Kimberly Hughes, Admin. Assistant City Commission | |
| AGENDA CLASSIFICATION | Ordinance | |
| BACKGROUND | | |
| BUDGET/FINANCIAL IMPACT (Project costs and funding sources) | Budgeted \$: | NA |
| | Expenditure \$: | NA |
| | Source of Funds: | |
| | Narrative: | |
| ATTACHMENTS | 1. 2025 S-74 Supplement Code of Ordinances | |

Ordinance No. O-2-26 (Second Reading)

An Ordinance enacting and adopting a supplement to the Code of Ordinances for the City of Piqua.

WHEREAS, American Legal Publishing Corporation of Cincinnati, Ohio, has completed the 2026 supplement to the Code of Ordinances of the City of Piqua, which contains all ordinances of a general and permanent nature enacted since the prior supplement. The updated supplement contains State legislation current through 6-25-25 and Local legislation current through 9-16-25 referred to as 2025 S-74 Supplement; and

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

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

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

SEC. 1: That the current 2026 supplement to the Code of Ordinances of the City of Piqua as submitted by American Legal Publishing Corporation of Cincinnati, Ohio is hereby adopted by reference 2025 S-74 Supplement as is set out in its entirety.

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

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

JAMES VETTER, MAYOR

PASSED: _____

ATTEST: _____
CLERK OF COMMISSION

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

| | |
|-----------------------------|-------|
| Mayor James Vetter | _____ |
| Commissioner Paul Simmons | _____ |
| Commissioner William Walker | _____ |
| Commissioner Philip Wead | _____ |
| Commissioner Frank DeBrosse | _____ |

CITY OF PIQUA, OHIO
CODE OF ORDINANCES
VOLUME I

2025 S-74 Supplement contains:
Local legislation passed through 9-16-25
State legislation current through 6-25-25

AMERICAN LEGAL PUBLISHING
525 Vine Street ✧ Suite 310 ✧ Cincinnati, Ohio 45202
1-800-445-5588 ✧ www.amlegal.com

CITY OF PIQUA, OHIO
CODE OF ORDINANCES
VOLUME II

2025 S-74 Supplement contains:
Local legislation passed through 9-16-25
State legislation current through 6-25-25

AMERICAN LEGAL PUBLISHING
525 Vine Street ✧ Suite 310 ✧ Cincinnati, Ohio 45202
1-800-445-5588 ✧ www.amlegal.com

**PIQUA, OHIO
Instruction Sheet
2026 S-74 Supplement**

REMOVE OLD PAGES

INSERT NEW PAGES

VOLUME I

Title Page

Title Page

ADOPTING ORDINANCE

—

49, 50

TITLE III: ADMINISTRATION

13 through 22D

13 through 22B

TITLE V: PUBLIC WORKS

107 through 116
121, 122

107 through 116B
—

TITLE VII: TRAFFIC CODE

3 through 12
21 through 28
33, 34
38E, 38F
38M through 40
47 through 50
64C through 66
69 through 76B
79, 80
85, 86
87, 88
91, 92
97, 98
100A through 102
103 through 104D
104G through 106
109 through 112
117, 118
121 through 124

3 through 12
21 through 28
33, 34
38E, 38F
38M through 40
47 through 50
64C through 66
69 through 76B
79, 80
85, 86
87, 88
91, 92
97, 98
100A through 102
103 through 104D
104G through 106
109 through 112
117, 118
121 through 124

Piqua - Instruction Sheet**REMOVE OLD PAGES****INSERT NEW PAGES**

TITLE VII: TRAFFIC CODE (Cont'd)

137, 138
 139, 140
 167, 168

137, 138
 139, 140
 167, 168

VOLUME II

Title Page

Title Page

TITLE XIII: GENERAL OFFENSES

11 through 12D
 21 through 26
 39, 40
 89 through 92B
 102-I through 102N
 105, 106
 119 through 122D
 137, 138
 146E, 146F
 152A through 156B
 158A through 160
 167 through 168B
 188E through 188H
 198A, 198B
 198E, 198F
 200A through 206
 211 through 214
 216A through 216D

11 through 12D
 21 through 26
 39, 40
 89 through 92B
 102-I through 102L
 105, 106
 119 through 122D
 137 through 138B
 146E, 146F
 152A through 156B
 158A through 160
 167 through 168B
 188E through 188H
 198A, 198B
 198E, 198F
 200A through 206
 211 through 214
 216A through 216D

PARALLEL REFERENCES

3 through 8
 9 through 14
 17, 18
 45, 46
 49, 50
 65 through 68

3 through 8
 9 through 14
 17, 18
 45, 46
 49, 50
 65 through 68

REMOVE OLD PAGES

INSERT NEW PAGES

INDEX

23 through 26
35 through 38
55 through 60
63 through 66
77 through 80
81, 82
85 through 88
91, 92
95, 96
99, 100

23 through 26
35 through 38
55 through 60
63 through 66
77 through 80
81, 82
85 through 88
91, 92
95, 96
99, 100

HISTORY REFERENCES TO OHIO REVISED CODE

Editor's note:

This table lists those Ohio Revised Code sections which have been substantially duplicated by corresponding Code of Ordinance sections. All legislative history references to "(R.C. § ____)" which appear at the end of sections (or divisions of sections) in the city's Code of Ordinances have been listed here. Example: to determine which section of the Code of Ordinances is based on R.C. § 2913.03, scan down this table to the citation for "2913.03" and examine the entry across from it: in this case, the corresponding Code of Ordinances section is § 131.09, which means that § 131.09 (or a part thereof) is based directly on R.C. § 2913.03.

| <i>R.C. Section</i> | <i>Code Section</i> |
|---------------------|---------------------|
| 1.01 | 10.01 |
| 1.02 | 10.02 |
| 1.05 | 10.02 |
| 1.14 | 10.03 |
| 1.15 | 10.03 |
| 1.23 | 10.05 |
| 1.42 | 10.03 |
| 1.43 | 10.03 |
| 1.44 | 10.02 |
| 1.45 | 10.03 |
| 1.50 | 10.07 |
| 1.55 | 10.05 |
| 1.57 | 10.04 |
| 1.58 | 10.04 |
| 1.59 | 10.02 |
| 128.01(A) | 136.20 |
| 128.96(F) - (H) | 136.20 |
| 128.99(A), (B) | 136.20 |
| 701.01 | 10.02 |
| 715.67 | 130.99 |
| 733.82 | 31.12 |
| 901.51 | 131.21 |
| 901.99(A) | 131.21 |
| 955.28(A) | 90.27 |
| 959.13 | 90.04 |
| 959.131 | 90.04 |

Piqua - Parallel References

| <i>R.C. Section</i> | <i>Code Section</i> |
|--|---------------------|
| 959.21 | 90.12 |
| 959.99(D) | 90.12, 90.99 |
| 959.99(E) | 90.99 |
| 959.99(E)(7) | 90.12 |
| 1533.171(A) | 131.24, 135.05 |
| 1533.99(C) | 131.24, 135.05 |
| 2901.01 | 130.02 |
| 2901.02 | 130.03 |
| 2901.03 | 130.04 |
| 2901.04 | 130.05 |
| 2901.05 | 130.13 |
| 2901.06 | 130.14 |
| 2901.08 | 130.15 |
| 2901.09 | 130.22 |
| 2901.11 | 130.16 |
| 2901.13 | 130.06 |
| 2901.21 | 130.07 |
| 2901.22 | 130.08 |
| 2901.23 | 130.09 |
| 2901.24 | 130.10 |
| 2903.05 | 135.02 |
| 2903.06 | 135.03 |
| 2903.08(A)(3), (C)(3), (D)(3), (E)-(G) | 135.03 |
| 2903.09 | 135.01 |
| 2903.13 | 135.04 |
| 2903.14 | 135.04 |
| 2903.16 | 135.19 |
| 2903.21 | 135.06 |
| 2903.211 | 135.06 |
| 2903.216 | 135.30 |
| 2903.22 | 135.06 |
| 2903.31 | 135.17 |
| 2903.311 | 135.17 |
| 2903.33 | 135.20 |
| 2903.34 | 135.20 |
| 2903.341 | 135.20 |
| 2903.35 | 135.20 |
| 2903.36 | 135.20 |
| 2905.03 | 135.07 |
| 2905.12 | 135.09 |
| 2907.01 | 133.01 |
| 2907.04 | 133.02 |

History References to Ohio Revised Code

| <i>R.C. Section</i> | <i>Code Section</i> |
|---------------------|---------------------|
| 2907.06 | 133.03 |
| 2907.071 | 133.21 |
| 2907.08 | 133.05 |
| 2907.23 | 133.07 |
| 2907.231 | 133.07 |
| 2907.24 | 133.08 |
| 2907.241 | 133.08 |
| 2907.25 | 133.09 |
| 2907.26 | 133.13 |
| 2907.31 | 133.10 |
| 2907.311 | 133.11 |
| 2907.33 | 133.12 |
| 2907.35 | 133.10 |
| 2907.36 | 133.14 |
| 2907.37 | 133.15 |
| 2907.38 | 133.16 |
| 2907.39 | 133.17 |
| 2907.40 | 133.18 |
| 2909.01 | 131.01 |
| 2909.03 | 131.02 |
| 2909.06 | 131.03 |
| 2909.07 | 131.04 |
| 2909.08(A) - (E) | 131.05 |
| 2909.09 | 131.03 |
| 2909.10 | 131.40(A) - (F) |
| 2909.101 | 131.40(G), (H) |
| 2909.11(B) - (D) | 131.02 |
| 2909.31 | 136.21 |
| 2911.21 | 131.06 |
| 2911.211 | 131.06 |
| 2911.23 | 131.06 |
| 2911.32 | 131.07 |
| 2913.01 | 131.01 |
| 2913.02 | 131.08 |
| 2913.03 | 131.09 |
| 2913.04 | 131.10 |
| 2913.07 | 131.37 |
| 2913.11 | 131.11 |
| 2913.21 | 131.12 |
| 2913.31(B), (C)(2) | 131.26 |
| 2913.32 | 131.27 |
| 2913.33 | 131.13 |

Piqua - Parallel References

| <i>R.C. Section</i> | <i>Code Section</i> |
|-----------------------|---------------------|
| 2913.34 | 131.29 |
| 2913.41 | 131.14 |
| 2913.42 | 131.15 |
| 2913.43 | 131.16 |
| 2913.44 | 131.28 |
| 2913.441 | 132.11 |
| 2913.45 | 131.17 |
| 2913.47 | 131.23 |
| 2913.48 | 131.23 |
| 2913.51 | 131.18 |
| 2913.61(B) - (E) | 131.19 |
| 2913.71 | 131.20 |
| 2913.72 | 131.25 |
| 2913.73 | 131.25 |
| 2915.01 | 134.01 |
| 2915.02(A) - (G), (K) | 134.02 |
| 2915.03 | 134.03 |
| 2915.04 | 134.04 |
| 2915.05 | 134.05 |
| 2915.06 | 134.14 |
| 2915.061 | 134.14 |
| 2915.09 | 134.06 |
| 2915.091 | 134.10 |
| 2915.092 | 134.11 |
| 2915.093 | 134.12 |
| 2915.094 | 134.13 |
| 2915.10 | 134.07 |
| 2915.11 | 134.08 |
| 2915.12 | 134.09 |
| 2915.13 | 134.12 |
| 2915.14 | 134.15 |
| 2917.01 | 132.10 |
| 2917.03 | 132.01 |
| 2917.031 | 132.01 |
| 2917.04 | 132.02 |
| 2917.05 | 132.01 |
| 2917.11 | 132.04 |
| 2917.12 | 132.05 |
| 2917.13 | 132.06 |
| 2917.14 | 132.14 |

History References to Ohio Revised Code

| <i>R.C. Section</i> | <i>Code Section</i> |
|---------------------|---------------------|
| 2917.21 | 132.07 |
| 2917.31 | 132.08 |
| 2917.32 | 132.09 |
| 2917.40 | 132.13 |
| 2919.01 | 135.10 |

History References to Ohio Revised Code

| <i>R. C. Section</i> | <i>Code Section</i> |
|-----------------------------|---------------------|
| 2919.21 | 135.13 |
| 2919.22(A) - (E), (H) | 135.14 |
| 2919.224 | 135.12 |
| 2919.23 | 135.15 |
| 2919.231 | 135.15 |
| 2919.24 | 135.18 |
| 2919.25 | 135.16 |
| 2919.27 | 135.23 |
| 2921.01 | 136.01 |
| 2921.04 | 136.17 |
| 2921.13 | 136.02 |
| 2921.14 | 136.14 |
| 2921.21 | 136.03 |
| 2921.22 | 136.04 |
| 2921.23 | 136.05 |
| 2921.24 | 136.16 |
| 2921.25 | 136.16 |
| 2921.29 | 136.21 |
| 2921.31 | 136.06 |
| 2921.32 | 136.07 |
| 2921.321 | 136.15 |
| 2921.33 | 136.08 |
| 2921.331(A) - (C), (E), (F) | 70.12 |
| 2921.36 | 136.13 |
| 2921.37 | 136.13 |
| 2921.42 | 136.09 |
| 2921.43 | 136.10 |
| 2921.44 | 136.11 |
| 2921.45 | 136.12 |
| 2921.51 | 132.12 |
| 2921.52(A) - (D) | 136.18 |
| 2923.02 | 130.11 |
| 2923.03 | 130.12 |
| 2923.11 | 137.01 |
| 2923.12 | 137.02 |
| 2923.122(C) - (G) | 137.13 |
| 2923.126 | 137.11 |
| 2923.1211(B), (C) | 137.11 |
| 2923.1212 | 137.11 |
| 2923.15 | 137.03 |
| 2923.16 | 137.04 |
| 2923.162 | 137.09 |

| <i>R. C. Section</i> | <i>Code Section</i> |
|---------------------------------|---------------------|
| 2923.18 | 137.10 |
| 2923.19 | 137.06 |
| 2923.20 | 137.07 |
| 2923.201 | 137.12 |
| 2923.211 | 137.08 |
| 2923.24 | 137.05 |
| 2925.01 | 138.01 |
| 2925.04 | 138.06 |
| 2925.11 | 138.03 |
| 2925.12 | 138.04 |
| 2925.13 | 138.05 |
| 2925.14 | 138.13 |
| 2925.141 | 138.13 |
| 2925.31 | 138.07 |
| 2925.32(B)(4), (D)(2), (F), (G) | 138.10 |
| 2925.33 | 138.10 |
| 2925.34 | 138.19 |
| 2925.36(A) - (D), (F) | 138.08 |
| 2925.37(A), (G) | 138.12 |
| 2925.50 | 138.09 |
| 2925.51 | 138.11 |
| 2925.511 | 138.11 |
| 2925.55 | 138.18 |
| 2925.56 | 138.18 |
| 2925.57 | 138.18 |
| 2925.58 | 138.18 |
| 2925.62 | 138.20 |
| 2927.01 | 135.28 |
| 2927.02 | 135.25(A) |
| 2927.021 | 135.25(B) |
| 2927.022 | 135.25(C) |
| 2927.023 | 135.25(D) |
| 2927.024 | 135.25 |
| 2927.03 | 135.21 |
| 2927.11 | 131.41 |
| 2927.12 | 135.22 |
| 2927.15 | 135.29 |
| 2927.17 | 133.19 |
| 2929.21 | 130.99 |
| 2929.22 | 130.18 |
| 2929.23 | 133.99 |
| 2929.24 | 130.99(C) |

History References to Ohio Revised Code

| <i>R. C. Section</i> | <i>Code Section</i> |
|----------------------|--|
| 4501.01(TT) | 72.41 |
| 4503.05 | 71.02 |
| 4503.11(A), (D) | 71.01 |
| 4503.111 | 71.01 |
| 4503.12(A) | 71.01 |
| 4503.12(D) | 71.01 |
| 4503.21 | 71.01 |
| 4503.236 | 71.03 |
| 4505.18 | 71.04 |
| 4506.01 | 71.25 |
| 4506.011 | 71.26 |
| 4506.03 | 71.28 |
| 4506.04(A)-(C) | 71.27 |
| 4506.05 | 71.28 |
| 4506.10(A), (E) | 71.29 |
| 4506.12(I), (J) | 71.27 |
| 4506.15(A)-(C) | 71.30 |
| 4506.17(H), (N) | 71.30 |
| 4506.19 | 71.31 |
| 4506.20 | 71.32 |
| 4506.23 | 71.30 |
| 4506.99 | 71.99 |
| 4507.02(A) | 71.12(A) |
| 4507.03 | 71.12(B) |
| 4507.04 | 71.12(C) |
| 4507.05(F), (I) | 71.11 |
| 4507.071(B) - (J) | 71.11 |
| 4507.213 | 71.12(D) |
| 4507.30 | 71.10 |
| 4507.31(A), (B) | 71.11 |
| 4507.321 | 71.13 |
| 4507.35 | 71.16 |
| 4507.36 | 71.17 |
| 4507.99 | 71.99 |
| 4509.102 | 136.02 |
| 4509.74 | 73.23 |
| 4510.037(J) | 71.18 |
| 4510.04 | 71.18(C), 71.20(H), 71.21(E), 71.22(D) |
| 4510.05 | 71.15(A) |
| 4510.11 | 71.18(A) |
| 4510.111 | 71.18(B) |
| 4510.12 | 71.19 |
| 4510.14 | 71.20(A) - (G) |

| <i>R.C. Section</i> | <i>Code Section</i> |
|----------------------------|---------------------|
| 4510.15 | 71.15(B), (C) |
| 4510.16 | 71.21 |
| 4510.21 | 71.22(A) - (C) |
| 4510.44 | 73.03 |
| 4511.01 | 70.01 |
| 4511.03 | 70.03 |
| 4511.031 | 70.33 |
| 4511.04 | 70.04 |
| 4511.041 | 70.04 |
| 4511.042 | 70.04 |
| 4511.05 | 70.05 |
| 4511.051 | 70.06 |
| 4511.08 | 70.07 |
| 4511.12(A), (B) | 70.20 |
| 4511.121(A)-(E) | 70.20 |
| 4511.13 | 70.21 |
| 4511.131 | 70.22 |
| 4511.132 | 70.23 |
| 4511.14 | 70.24 |
| 4511.15 | 70.34 |
| 4511.16 | 70.26 |
| 4511.17 | 70.27 |
| 4511.18 | 70.28 |
| 4511.181 | 73.01 |
| 4511.19(A) - (M) | 73.01 |
| 4511.191(A), (D) | 73.011 |
| 4511.192 | 73.011 |
| 4511.194 | 73.012 |
| 4511.20 | 73.05 |
| 4511.201 | 73.06 |
| 4511.202 | 73.07 |
| 4511.203 | 71.14 |
| 4511.204 | 72.70 |
| 4511.205 | 72.71 |
| 4511.21(A) - (G), (O), (P) | 73.10 |
| 4511.211(A) - (F) | 73.10 |
| 4511.213 | 72.60 |
| 4511.214 | 73.04 |
| 4511.215 | 73.04 |
| 4511.216 | 73.04 |
| 4511.22 | 73.11 |
| 4511.23 | 73.14 |

History References to Ohio Revised Code

| <i>R.C. Section</i> | <i>Code Section</i> |
|---------------------|---------------------|
| 4511.24 | 73.12 |
| 4511.25 | 72.01 |
| 4511.251 | 73.13 |
| 4511.26 | 72.03 |
| 4511.27 | 72.04 |
| 4511.28 | 72.05 |
| 4511.29 | 72.06 |
| 4511.30 | 72.07 |
| 4511.31 | 72.08 |
| 4511.32 | 72.09 |
| 4511.33 | 72.10 |
| 4511.34 | 72.11 |
| 4511.35 | 72.12 |
| 4511.36 | 72.13 |
| 4511.37 | 72.14 |
| 4511.38 | 72.15 |
| 4511.39 | 72.16 |
| 4511.40 | 72.17 |
| 4511.41 | 72.20 |
| 4511.42 | 72.21 |
| 4511.43 | 72.22 |
| 4511.431 | 72.23 |
| 4511.44 | 72.24 |
| 4511.441 | 72.25 |
| 4511.45 | 72.26 |
| 4511.451 | 72.27 |
| 4511.452 | 72.28 |
| 4511.454 | 72.26 |
| 4511.46 | 72.29 |
| 4511.47 | 72.30 |
| 4511.48 | 72.31 |
| 4511.481 | 72.40 |
| 4511.49 | 72.35 |
| 4511.50 | 72.36 |
| 4511.51 | 72.37 |
| 4511.511 | 72.38 |
| 4511.512 | 72.41 |
| 4511.52 | 75.01 |
| 4511.521 | 75.02 |
| 4511.522 | 75.03 |
| 4511.53 | 75.04 |
| 4511.54 | 75.05 |

| <i>R. C. Section</i> | <i>Code Section</i> |
|----------------------------|---------------------|
| 4511.55 | 75.06 |
| 4511.56 | 75.07 |
| 4511.60 | 72.02 |
| 4511.61 | 72.45 |
| 4511.62 | 72.46 |
| 4511.63 | 72.47 |
| 4511.64 | 72.48 |
| 4511.65 | 70.10 |
| 4511.66 | 76.01 |
| 4511.661 | 76.02 |
| 4511.67 | 76.03 |
| 4511.68 | 76.04 |
| 4511.681 | 76.06 |
| 4511.69 | 76.05 |
| 4511.70 | 72.55 |
| 4511.701 | 72.56 |
| 4511.71(A), (B) | 72.57 |
| 4511.711 | 72.58 |
| 4511.712 | 72.59 |
| 4511.713 | 72.58 |
| 4511.714(A), (B), (C), (D) | 72.57 |
| 4511.72 | 72.60 |
| 4511.73 | 72.61 |
| 4511.74 | 72.62 |
| 4511.75 | 72.80 |
| 4511.751 | 72.81 |
| 4511.76(C), (H), (I) | 72.82 |
| 4511.761 | 72.83 |
| 4511.762 | 72.84 |
| 4511.763 | 72.85 |
| 4511.764 | 72.86 |
| 4511.77 | 72.87 |
| 4511.771 | 72.88 |
| 4511.772 | 72.89 |
| 4511.79 | 73.02 |
| 4511.81(A) - (H), (K), (L) | 72.63 |
| 4511.82 | 72.62 |
| 4511.84 | 72.66 |
| 4511.85 | 72.67 |
| 4511.99 | 70.99 |
| 4511.991 | 70.99 |
| 4513.02(A), (H) | 74.01 |

History References to Ohio Revised Code

| <i>R.C. Section</i> | <i>Code Section</i> |
|---------------------|---------------------|
| 4513.021 | 74.02 |
| 4513.03 | 74.03 |
| 4513.04 | 74.04 |
| 4513.05 | 74.05 |
| 4513.06 | 74.06 |
| 4513.07 | 74.07 |
| 4513.071 | 74.08 |
| 4513.08 | 74.09 |
| 4513.09 | 74.10 |
| 4513.10 | 74.11 |
| 4513.11 | 74.12 |
| 4513.111 | 74.12 |
| 4513.112 | 74.12 |
| 4513.113 | 74.12 |
| 4513.114 | 74.12 |
| 4513.115 | 74.12 |
| 4513.12 | 74.13 |
| 4513.13 | 74.14 |
| 4513.14 | 74.15 |
| 4513.15 | 74.16 |
| 4513.16 | 74.17 |
| 4513.17 | 74.18 |
| 4513.171 | 74.18 |
| 4513.18 | 74.19 |
| 4513.181 | 74.20 |
| 4513.182 | 74.21 |
| 4513.19 | 74.22 |
| 4513.20 | 74.23 |
| 4513.201 | 74.24 |
| 4513.202 | 74.25 |
| 4513.21 | 74.26 |
| 4513.22 | 74.27 |
| 4513.23 | 74.28 |
| 4513.24 | 74.29 |
| 4513.241(C) - (K) | 74.31 |
| 4513.25 | 74.30 |
| 4513.26 | 74.31 |
| 4513.261 | 74.32 |
| 4513.262 | 74.33 |
| 4513.263 | 72.64 |
| 4513.27 | 74.34 |

| <i>R. C. Section</i> | <i>Code Section</i> |
|----------------------|--|
| 4513.28 | 74.35 |
| 4513.29 | 74.36 |
| 4513.30 | 74.52 |
| 4513.31 | 74.42 |
| 4513.32 | 74.43 |
| 4513.33 | 74.44 |
| 4513.34 | 74.40 |
| 4513.36 | 73.15 |
| 4513.361 | 73.16 |
| 4513.50 | 74.38 |
| 4513.51(A), (B), (D) | 74.38 |
| 4513.66 | 70.13 |
| 4513.68 | 70.13 |
| 4513.99 | 74.03(B), 74.11(B), 74.21(C), 74.23(B), 74.24(C), 74.25(D), 74.30(B), 74.31(C)(1), 74.34(D), 74.36(B), 74.40(F), 74.41(B), 74.42(C), 74.43(B), 74.52 |
| 4519.01 | 75.25 |
| 4519.02 | 75.34 |
| 4519.20 | 75.26 |
| 4519.22 | 75.26 |
| 4519.40 | 75.27 |
| 4519.401 | 73.04 |
| 4519.41 | 75.28 |
| 4519.44 | 75.29 |
| 4519.45 | 75.30 |
| 4519.46 | 75.31 |
| 4519.47 | 75.32 |
| 4519.48 | 75.33 |
| 4519.66 | 75.35 |
| 4549.02 | 73.20 |
| 4549.021 | 73.21 |
| 4549.03 | 73.22 |
| 4549.05 | 70.11 |
| 4549.08 | 71.06 |
| 4549.081(B), (C) | 70.20 |
| 4549.10 | 71.07 |
| 4549.11 | 71.01 |
| 4549.12 | 71.01 |
| 4549.18 | 71.05 |
| 4549.20 | 74.39 |

REFERENCES TO 1997 CODE

| <i>1997 Code Section</i> | <i>2000 Code Section</i> |
|---------------------------------|--------------------------|
| 12.01 | 11.01 |
| 12.02 | 11.02 |
| 12.03 | 11.03 |
| 12.04 | 11.04 |
| 12.05 | 11.05 |
| 12.06 | 11.06 |
| 30.06 | 30.01 |
| 30.08 | 30.02 |
| 30.11 | 30.03 |
| 30.12 | 30.04 |
| 31.01 | 33.01 |
| 31.02 | 33.02 |
| 31.03 | 33.03 |
| 31.04 | 33.04 |
| 31.05 | 33.05 |
| 31.06 | 33.06 |
| 31.08 | 33.07 |
| 31.09 | 33.08 |
| 31.10 | 33.09 |
| 31.11 | 33.10 |
| 31.12 | 33.11 |
| 31.13 | 33.12 |
| 31.14 | 33.13 |
| 31.15 | 33.14 |
| 31.16 | 33.15 |
| 31.17 | 33.16 |
| Ch. 31 App.: Standard Pay Range | 33.17 |
| 32.01 | 31.01 |
| 32.06 | 31.10 |
| 32.07 | 31.10 |
| 32.08 | 31.11 |
| 32.11 | 31.20 |
| 32.12 | 31.21 |

Piqua - Parallel References

| <i>1997 Code Section</i> | <i>2000 Code Section</i> |
|--------------------------|--------------------------|
| 32.13 | 31.22 |
| 32.25 | 31.45 |
| 32.26 | 31.46 |
| 32.27 | 31.47 |
| 32.28 | 31.47 |
| 32.30 | 31.60 |
| 33.01 | 32.001 |
| 33.02 | 32.001 |
| 33.03 | 32.001 |
| 33.04 | 32.002 |
| 33.25 | 32.060 |
| 33.26 | 32.061 |
| 33.27 | 32.062 |
| 33.28 | 32.062 |
| 33.35 | 32.015 |
| 33.36 | 32.016 |
| 33.37 | 32.017 |
| 34.01 | 34.01 |
| 34.10 | 34.15 |
| 34.11 | 34.16 |
| 34.12 | 34.17 |

References to Ordinances

| <i>Ord. No.</i> | <i>Date Passed</i> | <i>Code Section</i> |
|-----------------|--------------------|-----------------------------------|
| C-654 | 4-17-50 | T.S.O. V |
| C-655 | 7-3-50 | 72.48, 76.04, 76.05, 92.05 |
| C-661 | 6-5-50 | T.S.O. II |
| C-662 | 6-5-50 | T.S.O. II |
| C-664 | 6-5-50 | T.S.O. II, T.S.O. III |
| C-665 | 6-5-50 | T.S.O. II |
| C-668 | 8-7-50 | T.S.O. II |
| C-685 | 1-2-51 | T.S.O. I |
| C-686 | 1-2-51 | 50.01, 50.02, 50.05, 50.06, 50.08 |
| C-697 | 5-21-51 | T.S.O. II |
| C-726 | 8-4-52 | 112.01 - 112.05 |
| C-732 | 8-4-52 | 113.01 - 113.03 |
| C-734 | 8-4-52 | 91.36 - 91.38 |
| C-735 | 8-18-52 | 131.35 |
| C-742 | 8-4-52 | 94.36 |
| C-747 | 8-4-52 | 92.03 |
| C-750 | 8-4-52 | 11.01 - 11.03, 11.05 |
| 1-51 | 9-15-52 | 94.22 |
| 2-53 | 1-19-53 | T.S.O. II |
| 5-53 | 2-16-53 | T.S.O. VIII |
| 26-53 | 8-3-53 | 92.03 |
| 30-53 | 9-21-53 | T.S.O. II |
| 31-53 | 9-21-53 | T.S.O. VIII |
| 6-54 | 4-5-54 | T.S.O. V |
| 12-54 | 6-7-54 | T.S.O. V |
| 18-54 | 6-21-54 | 92.20 - 92.22 |
| 20-54 | 7-19-54 | T.S.O. II |
| 24-54 | 8-16-54 | T.S.O. VIII |
| 38-54 | 12-20-54 | T.S.O. I |
| 39-54 | 12-20-54 | T.S.O. I |
| 2-55 | 1-18-55 | T.S.O. II |
| 3-55 | 1-18-55 | T.S.O. II |
| 4-55 | 1-18-55 | T.S.O. VI |
| 7-55 | 2-21-55 | T.S.O. I |
| 13-55 | 6-6-55 | T.S.O. VII |
| 31-55 | 11-7-55 | T.S.O. V |
| 25-56 | 5-21-56 | T.S.O. VIII |
| 54-56 | 9-4-56 | T.S.O. V |
| 55-56 | 9-17-56 | T.S.O. I |
| 56-56 | 9-17-56 | T.S.O. IV |

Piqua - Parallel References

| <i>Ord. No.</i> | <i>Date Passed</i> | <i>Code Section</i> |
|-----------------|--------------------|-----------------------------|
| 4-57 | 2-18-57 | 11.01 - 11.03, 11.05, 11.06 |
| 19-57 | 3-18-57 | T.S.O. VI |
| 20-57 | 4-15-57 | 91.37 |
| 26-57 | 5-20-57 | T.S.O. II |
| 36-57 | 6-17-57 | T.S.O. VI |
| 37-57 | 7-1-57 | T.S.O. VIII |
| 53-57 | 10-21-57 | T.S.O. VI |
| 55-57 | 11-4-57 | T.S.O. VIII |
| 2-58 | 1-20-58 | T.S.O. I |
| 3-58 | 2-3-58 | T.S.O. I |
| 4-58 | 2-3-58 | 30.01 |
| 7-58 | 2-17-58 | T.S.O. VI |
| 14-58 | 4-7-58 | 53.07 |
| 17-58 | 5-5-58 | 30.02 |
| 25-58 | 7-7-58 | T.S.O. VI |
| 49-58 | 11-3-58 | T.S.O. IV |
| 1-59 | 1-5-59 | T.S.O. VIII |
| 3-59 | 1-5-59 | 31.45 - 31.47 |
| 7-59 | 2-16-59 | 50.07 |
| 16-59 | 4-6-59 | T.S.O. VI |
| 17-59 | 4-20-59 | T.S.O. V |
| 18-59 | 4-20-59 | 114.01 - 114.06 |
| 19-59 | 4-20-59 | T.S.O. VIII |
| 23-59 | 7-6-59 | T.S.O. IV |
| 24-59 | 6-1-59 | T.S.O. III |
| 27-59 | 6-15-59 | 92.05 |
| 28-59 | 6-15-59 | T.S.O. V |
| 46-59 | 9-21-59 | T.S.O. VIII |
| 66-59 | 1-4-60 | 34.35 |
| 5-60 | 2-1-60 | 92.03 |
| 14-60 | 4-18-60 | 30.02 |
| 23-60 | 6-20-60 | T.S.O. III |
| 39-60 | 10-3-60 | 70.30 |
| 51-60 | 12-5-60 | T.S.O. VIII |
| 4-61 | 2-6-61 | T.S.O. IV |
| 20-62 | 5-7-62 | 94.36 |
| 21-62 | 5-7-62 | 94.36 |
| 23-62 | 5-21-62 | T.S.O. IV |
| 30-62 | 9-4-62 | 113.04, 113.05 |
| 38-62 | 9-4-62 | T.S.O. VIII |
| 45-62 | 10-1-62 | T.S.O. VIII |
| 30-63 | 11-4-63 | 92.06 |

References to Ordinances

| <i>Ord. No.</i> | <i>Date Passed</i> | <i>Code Section</i> |
|-----------------|--------------------|---------------------|
| 35-75 | 12-1-75 | T.S.O. II |
| 53-75 | 12-1-75 | T.S.O. VIII |
| 54-75 | 12-6-75 | T.S.O. VI |
| 55-75 | 12-1-75 | T.S.O. II |
| 58-75 | 12-15-75 | 31.21, 32.060 |
| 6-75 | 12-20-75 | T.S.O. VI |
| 7-75 | 12-20-75 | T.S.O. VIII |
| 8-75 | 12-20-75 | T.S.O. VI |
| 15-76 | 6-7-76 | 131.31 |
| 23-76 | 9-17-76 | T.S.O. VIII |
| 38-76 | 10-4-76 | T.S.O. II |
| 33-77 | 9-6-77 | T.S.O. VI |
| 46-77 | 12-5-77 | T.S.O. VIII |
| 52-77 | - -77 | T.S.O. VIII |
| 8-78 | 3-20-78 | 96.01 - 96.07 |
| 13-78 | 3-6-78 | T.S.O. VIII |
| 37-78 | -- 78 | Charter § 41 |
| 38-78 | -- 78 | Charter § 43 |
| 40-78 | -- 78 | Charter § 48 |
| 41-78 | -- 78 | Charter § 44 |
| 42-78 | -- 78 | Charter § 51 |
| 45-78 | -- 78 | Charter § 78 |
| 46-78 | -- 78 | Charter § 120 |
| 47-78 | -- 78 | Charter § 124 |
| 48-78 | -- 78 | Charter § 134 |
| 49-78 | -- 78 | Charter § 135 |
| 59-78 | 2-5-79 | 50.03 |
| 6-79 | 2-19-79 | 53.02, 53.04 |
| 11-79 | 2-5-79 | 32.001 |
| 21-79 | 3-5-79 | 34.17, 34.19 |
| 26-79 | 4-2-79 | 76.04 |
| 33-79 | 5-21-79 | T.S.O. I |
| 36-79 | 6-4-79 | 31.20 - 31.22 |
| 42-79 | -- 79 | Charter § 10 |
| 43-79 | -- 79 | Charter § 12 |
| 44-79 | -- 79 | Charter § 22 |
| 49-79 | -- 79 | Charter § 23 |
| 50-79 | -- 79 | Charter § 32 |
| 51-79 | -- 79 | Charter § 115 |

Piqua - Parallel References

| <i>Ord. No.</i> | <i>Date Passed</i> | <i>Code Section</i> |
|-----------------|--------------------|--|
| 52-79 | -- 79 | Charter § 131 |
| 55-79 | 8-20-79 | 131.31 |
| 60-79 | 10-1-79 | 111.01 - 111.03, 111.05, 111.06 - 111.10, 111.99 |
| 66-79 | 10-1-79 | 91.20 - 91.23, 91.99 |
| 67-79 | 10-15-79 | 52.20 |
| 68-79 | 10-15-79 | 52.10 |
| 71-79 | 10-1-79 | 131.31 |
| 74-79 | 10-15-79 | 70.31 |
| 78-79 | 12-3-79 | 92.02 |
| 79-79 | 11-19-79 | 76.04 |
| 75-79 | 12-3-79 | 95.01 - 95.03 |
| 14-80 | 2-18-80 | 92.07 |
| 17-80 | 3-17-80 | 53.03 |
| 19-80 | 3-3-80 | 76.17 |
| 24-80 | 3-31-80 | 34.19 |
| 25-80 | 5-5-80 | T.S.O. I |
| 33-80 | 5-19-80 | 32.062 |
| 39-80 | 6-16-80 | T.S.O. II |
| 45-80 | 8-4-80 | 131.32 |
| 54-80 | 9-8-80 | T.S.O. VI |
| 62-80 | 10-6-80 | 110.01 - 110.08, 110.99 |
| 66-80 | 10-20-80 | 30.01 |
| 72-80 | 11-3-80 | 131.33 |
| 16-81 | 3-2-81 | 53.03 |
| 23-81 | 3-16-81 | 32.015 - 32.017 |
| 32-81 | 4-9-81 | 32.015 |
| 35-81 | 7-6-81 | 70.10, 70.21, 71.10, 72.58, 73.12, 74.03, 74.23, 75.04, 130.12, 130.99, 131.08, 131.18, 132.04, 133.03, 134.01, 137.01, 139.04 |
| 40-81 | 7-6-81 | 34.01 |
| 46-81 | 9-21-81 | 76.15 |
| 51-81 | 8-17-81 | 32.060, 32.061 |
| 57-81 | 9-8-81 | 52.21 |
| 58-81 | 9-8-81 | 53.06 |

References to Ordinances

| <i>Ord. No.</i> | <i>Date Passed</i> | <i>Code Section</i> |
|-----------------|--------------------|---|
| 1-17 | 2-21-17 | T.S.O. VIII |
| 2-17 | 2-21-17 | 94.01, 94.02 |
| 3-17 | 2-21-17 | 33.02, 33.08 |
| 6-17 | 7-18-17 | T.S.O. I |
| 7-17 | 9-5-17 | T.S.O. VIII |
| 8-17 | 8-15-17 | Adopting Ordinance |
| 9-17 | 8-15-17 | T.S.O. II |
| 10-17 | 8-15-17 | T.S.O. V |
| 11-17 | 11-21-17 | Adopting Ordinance |
| 13-17 | 12-19-17 | 33.08 |
| 14-17 | 12-19-17 | 33.17 |
| 15-17 | 12-19-17 | 33.17 |
| 2-18 | 2-20-18 | 50.01 - 50.03, 50.05 - 50.08, 50.20 - 50.25, 50.99 |
| 3-18 | 3-20-18 | 56.01, 56.02, 56.05 - 56.11, 56.30 - 56.33, 56.50 - 56.52, 56.99 |
| 4-18 | 3-20-18 | 94.01 |
| 5-18 | 4-17-18 | 56.01, 56.02, 56.05 - 56.11, 56.30 - 56.33, 56.50 - 56.52, 56.99 |
| 7-18 | 4-17-18 | 55.01 - 55.08, 55.99, Ch. 55 App. |
| 8-18 | 4-17-18 | 92.01 - 92.07, 92.19 - 92.22, 92.35, 92.36 |
| 9-18 | 6-5-18 | Adopting Ordinance |
| 10-18 | 6-19-18 | T.S.O. VIII |
| 11-18 | 6-19-18 | T.S.O. VIII |
| 12-18 | 9-4-18 | 33.17 |
| 13-18 | 8-21-18 | 33.17 |
| 14-18 | 10-16-18 | 111.01 - 111.03, 111.05 - 111.12, 111.15, 111.99 |
| 15-18 | 11-20-18 | 33.01 - 33.18 |
| 16-18 | 12-18-18 | 33.17 |
| 17-18 | 12-18-18 | 33.17 |
| 18-18 | 12-18-18 | 33.08 |
| 1-19 | 2-5-19 | 33.05 |
| 2-19 | 4-16-19 | Adopting Ordinance |
| 3-19 | 6-4-19 | 51.02, 51.03, 51.17, 51.18, 51.46, 51.54, 51.57, 51.88, 51.89, 51.99 |
| 4-19 | - - | Adopting Ordinance |
| 6-19 | 10-1-19 | T.S.O. VIII |
| 8-19 | 12-17-19 | 33.04, 33.08 |
| 10-19 | 12-17-19 | Adopting Ordinance |

Piqua - Parallel References

| <i>Ord. No.</i> | <i>Date Passed</i> | <i>Code Section</i> |
|-----------------|--------------------|---|
| 2-20 | 1-21-20 | 33.17 |
| 3-20 | 1-21-20 | 33.05, 33.08 |
| 4-20 | 1-21-20 | T.S.O. II, T.S.O. VIII |
| 5-20 | 2-4-20 | 33.01 |
| 7-20 | 6-16-20 | T.S.O. VIII |
| 8-20 | 10-20-20 | Adopting Ordinance |
| 10-20 | 12-15-20 | 33.08 |
| 11-20 | 12-15-20 | 33.17 |
| 1-21 | 7-20-21 | Adopting Ordinance |
| 2-21 | 7-23-21 | 33.01 |
| 3-21 | 9-7-21 | 33.03 |
| 5-21 | 12-14-21 | 33.01 |
| 6-21 | 2-1-22 | 33.01 |
| 7-21 | 12-14-21 | 33.08 |
| 1-22 | 3-1-22 | Adopting Ordinance |
| 2-22 | 4-5-22 | 91.35 - 91.38 |
| 3-22 | 4-5-22 | 51.17, 51.81 |
| 4-22 | 4-5-22 | 33.04 |
| 7-22 | 6-21-22 | 33.17 |
| 8-22 | 7-19-22 | 33.17 |
| 9-22 | 11-1-22 | 50.01—50.08, 50.20—50.25, 50.99, Ch. 50 Appendix |
| 10-22 | 11-1-22 | 51.01—51.03, 51.15—51.18, 51.30—51.34, 51.45—51.57, 51.70, 51.71, 51.80—51.91, 51.99, Ch. 51 Appendix |
| 11-22 | 11-1-22 | 53.01—53.07, 53.20—53.26, 53.40—53.51, 53.60, Ch. 53 Appendix |
| 12-22 | 11-1-22 | 56.01—56.03, 56.05—56.11, 56.30—56.33, 56.50—56.52, 56.99 |
| 13-22 | 11-1-22 | 94.01—94.03, 94.05, 94.06, 94.21—94.24, 94.26, 94.35, 94.36, Ch. 94 Appendices A, B |
| 17-22 | 11-15-22 | T.S.O. VIII |
| 19-22 | 1-17-23 | 33.01 - 33.18 |
| 20-22 | 12-13-22 | 33.17 |
| 21-22 | 12-13-22 | 33.17 |
| 2-23 | 4-18-23 | Title XV |
| 5-23 | 6-20-23 | Charter §§ 4, 31, 46, 61, 67, 116, 121 |
| 6-23 | 9-5-23 | 109.01—109.08, 109.99 |
| 7-23 | 6-21-23 | 39.01, 39.03 |
| 8-23 | 6-27-23 | 39.01 - 39.04 |

References to Ordinances

| <i>Ord. No.</i> | <i>Date Passed</i> | <i>Code Section</i> |
|-----------------|--------------------|---|
| 16-23 | 12-12-23 | 94.01—94.03, 94.05, 94.06, Ch. 94 Appendix A |
| 17-23 | 12-12-23 | 33.17 |
| 18-23 | 12-12-23 | 33.17 |
| 19-23 | 12-12-23 | 32.001, 32.002, 32.015—32.017, 32.050, 32.060—32.062 |
| 3-24 | 5-21-24 | 99.01—99.10, 99.99 |
| 4-24 | 5-21-24 | 32.095—32.099, 32.110—32.112 |
| 7-24 | 6-4-24 | 30.01 |
| 12-24 | 8-14-24 | 30.15 |
| 19-24 | 10-29-24 | 30.15 |
| 22-24 | 12-10-24 | 33.17 |
| 23-24 | 12-10-24 | 33.17 |
| 2-25 | 3-18-25 | 50.01—50.04, 50.07, 50.21, 50.25, Ch. 50 Appendix |
| 3-25 | 3-18-25 | 90.03, 90.05, 90.07 |
| 9-25 | 9-16-25 | Adopting Ordinance |
| 11-25 | 9-16-25 | 32.001—32.003, 32.015—32.017, 32.050—32.052, 32.060—32.062, 32.095—32.098, 32.110, 32.111 |
| 15-25 | 9-16-25 | 56.01—56.03, 56.05, 56.06, 56.08—56.11, 56.30, 56.31 |

| | | | |
|---------|---|----------|----------|
| 0-1-25 | An ordinance to amend Chapter 50 of the Piqua Code to update Sanitation Fees | 2.4.25 | REMOVED |
| 0-2-25 | An ordinance to amend Chapter 50 of the Piqua Code | 2.18.25 | 3.18.25 |
| 0-3-25 | An ordinance to adopt revisions of Chapter 90: Animals to permit backyard chickens | 2.18.25 | 3.18.25 |
| 0-4-25 | An ordinance authorizing the establishment of the law enforcement custodial fund | 3.4.25 | 4.01.25 |
| 0-5-25 | An Ordinance authorizing the establishment of the Federal Law Enforcement Special Revenue Fund | 3.4.25 | 4.01.25 |
| 0-6-25 | An ordinance to amend Title XV: Land Usage, Piqua Development Code | 3.18.25 | 4.15.25 |
| 0-7-25 | An amended ordinance to make appropriations for the City of Piqua, Ohio, for the year 2025 | 3.18.25 | 4.15.25 |
| 0-8-25 | An ordinance authorizing the establishment of a Bond Retirement Debt Service Fund | 3.18.25 | 4.15.25 |
| 0-9-25 | An Emergency ordinance enacting and adopting a supplement to the Code of Ordinances for the City of Piqua | 6.17.25 | 9.02.25 |
| 0-10-25 | An ordinance to amend Title XV: Land Usage, Piqua Development Code | 6.17.25 | 9.02.25 |
| 0-11-25 | An ordinance to amend Chapter 32: Boards and Commissions | 8.19.25 | 9.16.25 |
| 0-12-25 | An amended ordinance to make appropriations for the City of Piqua, Ohio, for the year 2025 | 8.19.25 | 9.16.25 |
| 0-13-25 | An ordinance authorizing the issuance of not to exceed 2.83 million dollars of notes in anticipation of the issuance of bonds for the purpose of paying the cost of construction | 8.19.25 | 9.16.25 |
| 0-14-25 | An ordinance authorizing the establishment of the 2025 Bonds Capital Projects Fund. | 8.19.25 | 9.16.25 |
| 0-15-25 | An ordinance to amend Chapter 56: Stormwater Management | 9.02.25 | 9.16.25 |
| 0-16-25 | An ordinance to amend Chapter 90 Nuisance and Title XV: Land Usage, Piqua Development Code | 10.21.25 | 11.18.25 |
| 0-17-25 | An ordinance authorizing the establishment of a Loft Rental Special Revenue Fund | 10.21.25 | 11.18.25 |
| 0-18-25 | An ordinance declaring the improvement to certain parcels of real property to be a public purpose and exempt from taxation, establishing a Tax Increment Equivalent Fund and providing for the collection and deposit of service payments into that fund; specifying the public infrastructure improvements directly benefiting the property. | 11.03.25 | 11.03.25 |
| 0-19-25 | An ordinance amending Chapter 94 of the Piqua Code relating to the municipal golf course | 11.18.25 | 12.9.25 |
| 0-20-25 | An Ordinance to make appropriations for the City of Piqua, Ohio for the year 2026 | 11.18.25 | 12.9.25 |
| 0-21-25 | An Amended Ordinance to make appropriations for the City of Piqua, Ohio for the year 2025 | 11.18.25 | 12.9.25 |

City of
PIQUA COMMISSION AGENDA
 STAFF REPORT

| | | |
|---|--|-----|
| MEETING DATE | May 5, 2026 | |
| REPORT TITLE | Ordinance No. O-04-26 (Third Reading) Updating Chapter 51 (SEWERS) in the City of Piqua Charter and Ordinances | |
| SUBMITTED BY | Kevin Krejny, Director Wastewater | |
| AGENDA CLASSIFICATION | Ordinance | |
| BACKGROUND | Updating The City of Piqua Sewer Ordinance. Clarifying and updating language associated with Chapter 51. Setting rates and fees through 12/31/2028. Please note that all rates and fees are now found in the Appendix for this chapter. | |
| BUDGET/FINANCIAL IMPACT (Project costs and funding sources) | Budgeted \$: | NA |
| | Expenditure \$: | NA |
| | Source of Funds: | 404 |
| | Narrative: | |
| ATTACHMENTS | <ol style="list-style-type: none"> 1. Sewer 2026 - Piqua Survey 2. Sewer Tap 2026 Piqua Survey 3. sewer rates and fees 2022 4. water and sewer proposed rates and fees 2026 5. Ch 51 Sewers | |

Ordinance No. O-04-26 (Third Reading)
Updating Chapter 51 (SEWERS) in the City of Piqua Charter and Ordinances

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

SEC. 1: Chapter 51 of the Piqua Code is hereby updated as presented in attached document.

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

JAMES D. VETTER, MAYOR

PASSED: _____

ATTEST: _____
CLERK OF COMMISSION

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

| | |
|-----------------------------|-------|
| Mayor James D. Vetter | _____ |
| Commissioner Frank DeBrosse | _____ |
| Commissioner Paul Simmons | _____ |
| Commissioner Rick Walker | _____ |
| Commissioner Philip Wead | _____ |

**2026
ANNUAL RATE SURVEY
SEWER COST**

**Rates are based on 22,500 gallons or
3,000 cubic feet of water in a three-
month period.**

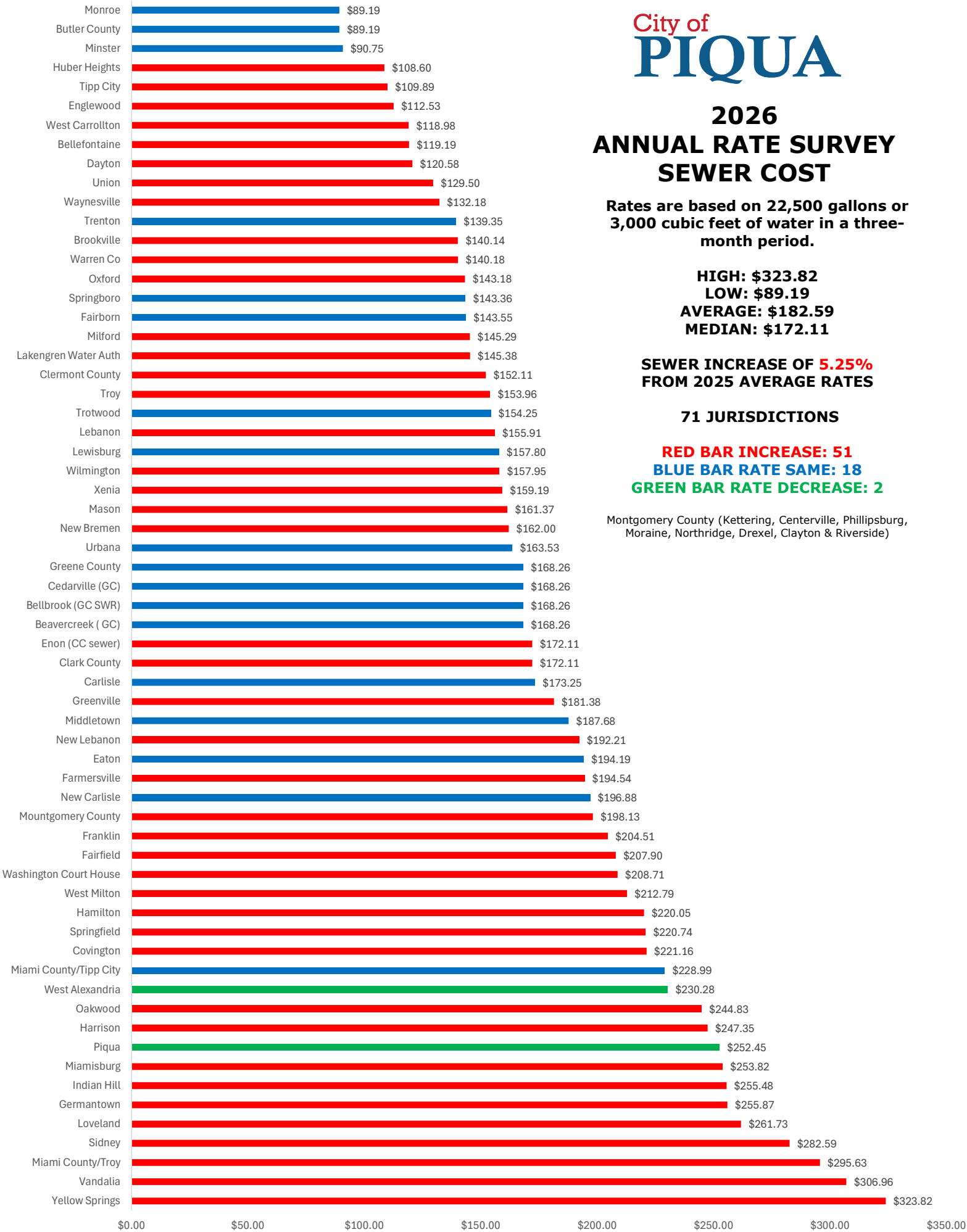
**HIGH: \$323.82
LOW: \$89.19
AVERAGE: \$182.59
MEDIAN: \$172.11**

**SEWER INCREASE OF 5.25%
FROM 2025 AVERAGE RATES**

71 JURISDICTIONS

**RED BAR INCREASE: 51
BLUE BAR RATE SAME: 18
GREEN BAR RATE DECREASE: 2**

Montgomery County (Kettering, Centerville, Phillipsburg,
Moraine, Northridge, Drexel, Clayton & Riverside)



City of PIQUA

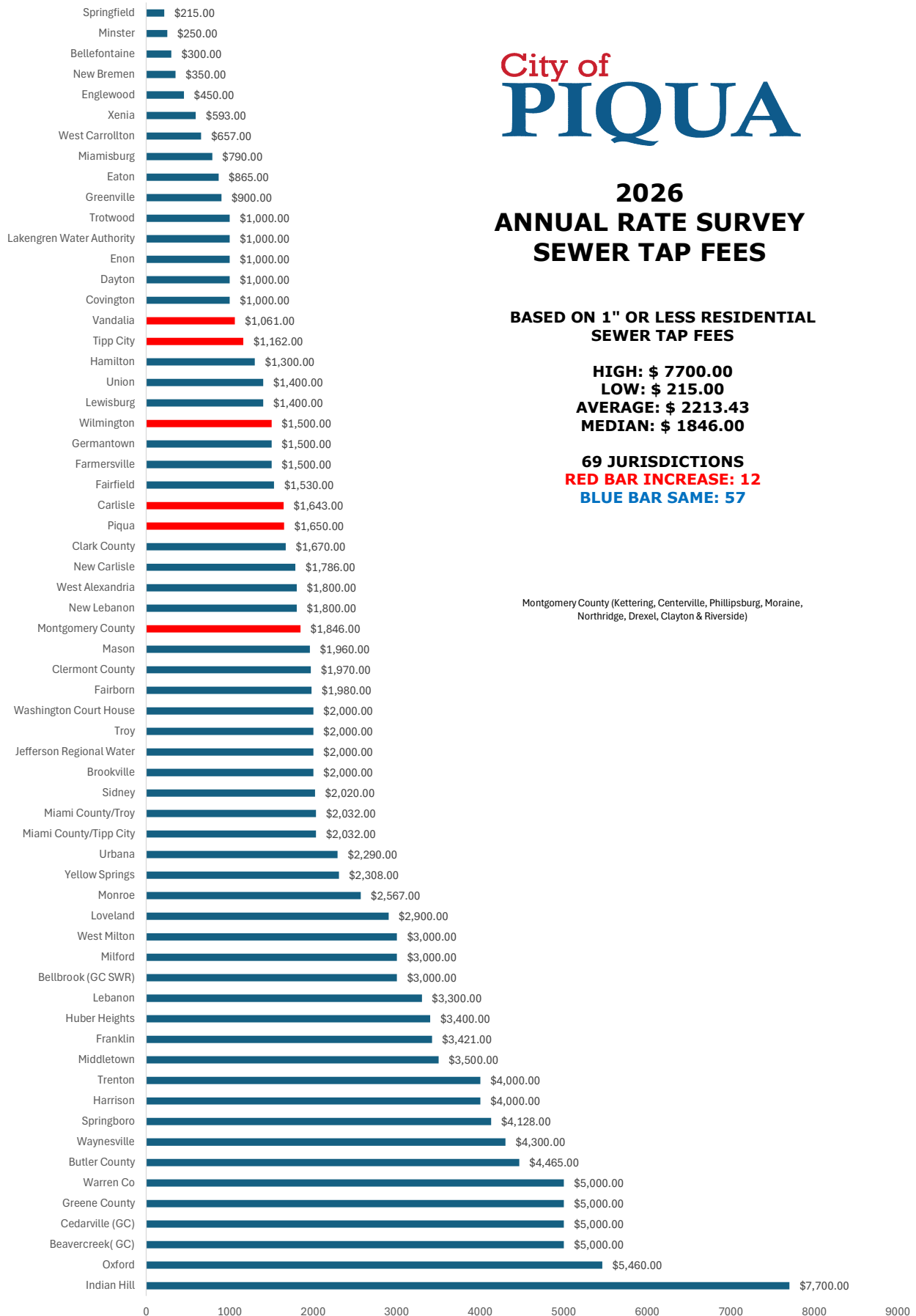
2026 ANNUAL RATE SURVEY SEWER TAP FEES

BASED ON 1" OR LESS RESIDENTIAL SEWER TAP FEES

HIGH: \$ 7700.00
 LOW: \$ 215.00
 AVERAGE: \$ 2213.43
 MEDIAN: \$ 1846.00

69 JURISDICTIONS
 RED BAR INCREASE: 12
 BLUE BAR SAME: 57

Montgomery County (Kettering, Centerville, Phillipsburg, Moraine, Northridge, Drexel, Clayton & Riverside)



APPENDIX: SEWER FEES AND RATES SUMMARY

§ 51.46 PERMIT APPLICATION FEES.

| | Effective 1/1/2023 | Effective 1/1/2024 | Effective 1/1/2025 |
|---------------------|--------------------|--------------------|--------------------|
| Up to 1-inch | \$ 1,500.00 | \$ 1,545.00 | \$ 1,591.35 |
| 2-inch | \$ 4,000.00 | \$ 4,120.00 | \$ 4,243.60 |
| 4-inch | \$ 8,000.00 | \$ 8,240.00 | \$ 8,487.20 |
| Greater than 6-inch | \$ 20,000.00 | \$ 20,600.00 | \$ 21,218.00 |

Sewer Tap charges are based off of approved and permitted water tap size

§ 51.81 WASTEWATER SERVICE FEES.

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

| | Effective 1/1/2023 | Effective 1/1/2024 | Effective 1/1/2025 |
|-------------|--------------------|--------------------|--------------------|
| Base Charge | \$ 28.80 | \$ 28.80 | \$ 28.80 |

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

| | Effective 1/1/2023 | Effective 1/1/2024 | Effective 1/1/2025 |
|---------------------------------------|--------------------|--------------------|--------------------|
| Domestic Class | \$ 9.10 | \$ 9.10 | \$ 9.10 |
| Commercial Class | \$ 8.63 | \$ 8.63 | \$ 8.63 |
| Industrial Class | | | |
| First 1,000,000 gallons | \$ 7.33 | \$ 7.33 | \$ 7.33 |
| Over 1,000,000 gallons | \$ 4.76 | \$ 4.76 | \$ 4.76 |
| Septage Class | \$ 77.25 | \$ 79.57 | \$ 81.95 |
| Biochemical oxygen demand per 100 lbs | \$ 32.77 | \$ 32.77 | \$ 32.77 |
| Suspended solids per 100 lbs | \$ 35.48 | \$ 35.48 | \$ 35.48 |

(C) Industrial waste surveillance charge (per month):

| | Effective 1/1/2023 | Effective 1/1/2024 | Effective 1/1/2025 |
|--------------------------------------|--------------------|--------------------|--------------------|
| Industrial waste surveillance charge | \$ 260.00 | \$ 267.80 | \$ 275.83 |

(D) Septage key card purchase, upon account set up or if lost.

| | Effective 1/1/2023 | Effective 1/1/2024 | Effective 1/1/2025 |
|-------------------------|--------------------|--------------------|--------------------|
| Septage Access Key Card | \$ 11.00 | \$ 12.00 | \$ 13.00 |

(F) Customer Specific *Service Call*. For all service calls outside normal duty hours, a charge will be made.

| | Effective 1/1/2023 | Effective 1/1/2024 | Effective 1/1/2025 |
|------------------------|--------------------|--------------------|--------------------|
| Off hours service call | \$ 100.00 | \$ 103.00 | \$ 106.09 |

APPENDIX: WATER SUMMARY OF RATES AND FEES

§ 53.01 RATES WITHIN CITY.

(1) *Bracket One.* The first 1,000 gallons, or any part thereof, consumed per month.

| Size of Meter | Effective 6/1/2026 | Effective 1/1/2027 | Effective 1/1/2028 |
|---------------|--------------------|--------------------|--------------------|
| 5/8-inch | \$ 27.00 | \$ 27.00 | \$ 27.00 |
| 3/4-inch | \$ 38.29 | \$ 38.29 | \$ 38.29 |
| 1-inch | \$ 50.25 | \$ 50.25 | \$ 50.25 |
| 1-1/2-inch | \$ 71.08 | \$ 71.08 | \$ 71.08 |
| 2-inch | \$ 177.58 | \$ 177.58 | \$ 177.58 |
| 3-inch | \$ 259.59 | \$ 259.59 | \$ 259.59 |
| 4-inch | \$ 432.70 | \$ 432.70 | \$ 432.70 |
| 6-inch | \$ 840.32 | \$ 840.32 | \$ 840.32 |
| 8-inch | \$ 1,472.01 | \$ 1,472.01 | \$ 1,472.01 |
| 10-inch | \$ 2,104.11 | \$ 2,104.11 | \$ 2,104.11 |
| 12-inch | \$ 2,736.01 | \$ 2,736.01 | \$ 2,736.01 |

(2) *Bracket Two.* Monthly charge for water in excess of 1,000 gallons, but not exceeding 25,000 gallons shall be \$10.40 per 1,000 gallons.

| Effective 6/1/2026 | Effective 1/1/2027 | Effective 1/1/2028 |
|--------------------|--------------------|--------------------|
| \$ 10.40 | \$ 10.40 | \$ 10.40 |

(3) *Bracket Three.* Monthly charge for water in excess of 25,000 gallons, but not exceeding 250,000 gallons shall be \$7.34 per 1,000 gallons.

| Effective 6/1/2026 | Effective 1/1/2027 | Effective 1/1/2028 |
|--------------------|--------------------|--------------------|
| \$7.34 | \$7.34 | \$7.34 |

(4) *Bracket Four.* Monthly charge for water in excess of 250,000 gallons, but not exceeding 1,000,000 gallons shall be \$6.50 per 1,000 gallons.

| Effective 6/1/2026 | Effective 1/1/2027 | Effective 1/1/2028 |
|--------------------|--------------------|--------------------|
| \$6.50 | \$6.50 | \$6.50 |

(5) *Bracket Five.* Monthly charge for water in excess of 1,000,000 gallons, but not exceeding 3,000,000 gallons shall be \$5.75 per 1,000 gallons.

| Effective 6/1/2026 | Effective 1/1/2027 | Effective 1/1/2028 |
|--------------------|--------------------|--------------------|
| \$5.75 | \$5.75 | \$5.75 |

(6) *Bracket Six.* Monthly charge for all water in excess of 3,000,000 gallons shall be \$5.17 per 1,000 gallons.

| Effective 6/1/2026 | Effective 1/1/2027 | Effective 1/1/2028 |
|--------------------|--------------------|--------------------|
| \$5.17 | \$5.17 | \$5.17 |

(C) *Private monthly fire service maintenance fees.*

| Size of Tap | Effective 6/1/2026 | Effective 1/1/2027 | Effective 1/1/2028 |
|----------------|--------------------|--------------------|--------------------|
| 4-inch or less | \$50.00 | \$55.00 | \$60.00 |
| 6-inch | \$120.00 | \$125.00 | \$130.00 |
| 8-inch | \$150.00 | \$160.00 | \$170.00 |
| 10-inch | \$180.00 | \$190.00 | \$200.00 |
| 12-inch | \$210.00 | \$220.00 | \$230.00 |

APPENDIX: WATER SUMMARY OF RATES AND FEES

§ 53.06 WATER SERVICE AND METER INSPECTION FEES.

(A) Service fees (including seasonal accounts).

| | Effective 6/1/2026 | Effective 1/1/2027 | Effective 1/1/2028 |
|--|--------------------|--------------------|--------------------|
| Water- Residential (Re/Disc Meter fee) | \$ 50 | \$ 55.00 | \$ 60.00 |
| Water- Commercial and Industrial | \$ 100.00 | \$ 110.00 | \$ 120.00 |

(B) Meter inspection fees.

| | Effective 6/1/2026 | Effective 1/1/2027 | Effective 1/1/2028 |
|--------------------------------------|--------------------|--------------------|--------------------|
| Water- Residential (set fee/inspect) | \$ 75 | \$ 85 | \$ 95 |
| Water- Commercial and Industrial | \$ 150 | \$ 175 | \$ 200 |

(C) *Customer Specific Service Call.* For all service calls outside normal duty hours, a charge will be made.

| | Effective 6/1/2026 | Effective 1/1/2027 | Effective 1/1/2028 |
|------------------------|--------------------|--------------------|--------------------|
| Off hours service call | \$ 110.00 | \$ 120.00 | \$ 130.00 |

(D) *Meter test fee.* If a meter registers within the accuracy limits, a fee will be charged.

| | Effective 6/1/2026 | Effective 1/1/2027 | Effective 1/1/2028 |
|----------------|--------------------|--------------------|--------------------|
| Meter Test Fee | \$ 100 | \$ 110 | \$ 120 |

(E) *Water Laboratory Outside Testing Fees:* Lab work during normally staffed hours

| | Effective 6/1/2026 | Effective 1/1/2027 | Effective 1/1/2028 | |
|---|------------------------------|--------------------|--------------------|----------|
| Harmful Algae Bloom (HAB) | \$ 90.00 | \$ 95.00 | \$ 100.00 | |
| Algae-Total Microcystis-ADDA-Automated(OHIO EPA DES701.0-A) | | | | |
| Total Coliform with OEPA Submission | Micro- Colilert-24(SM9223-B) | \$ 35.00 | \$ 37.00 | \$ 39.00 |

(F) *Water Haulers Fees.* Fees are pre-paid and station is located at WTP.

| | Effective 6/1/2026 | Effective 1/1/2027 | Effective 1/1/2028 |
|-------------------------------|--------------------|--------------------|--------------------|
| Annual account charge | \$ 39.00 | \$ 41.00 | \$ 43.00 |
| Water Usage per 1,000 gallons | \$ 12.00 | \$ 12.50 | \$ 13.00 |

§ 53.07 NEW SERVICE.

(A) The tap-in charge for a new services shall be according to the following schedule.

| | Effective 6/1/2026 | Effective 1/1/2027 | Effective 1/1/2028 |
|---------------------|--------------------|--------------------|--------------------|
| Up to 1-inch | \$ 1,650.00 | \$ 1,700.00 | \$ 1,750.00 |
| 2-inch | \$ 4,500.00 | \$ 4,750.00 | \$ 5,000.00 |
| 4-inch | \$ 9,000.00 | \$ 9,500.00 | \$ 10,000.00 |
| Greater than 6-inch | \$ 22,000.00 | \$ 23,000.00 | \$ 24,000.00 |

(B) The tap-in charge for fire service only shall be as follows.

| | Effective 6/1/2026 | Effective 1/1/2027 | Effective 1/1/2028 |
|---------------------|--------------------|--------------------|--------------------|
| Up to 1-inch | \$ 1,650.00 | \$ 1,700.00 | \$ 1,750.00 |
| 2-inch | \$ 4,500.00 | \$ 4,750.00 | \$ 5,000.00 |
| 4-inch | \$ 9,000.00 | \$ 9,500.00 | \$ 10,000.00 |
| Greater than 6-inch | \$ 22,000.00 | \$ 23,000.00 | \$ 24,000.00 |

APPENDIX: SEWER FEES AND RATES SUMMARY

§ 51.46 PERMIT APPLICATION FEES.

| (A) Sewer Tap Fees: | Effective 6/1/2026 | Effective 1/1/2027 | Effective 1/1/2028 |
|---------------------|--------------------|--------------------|--------------------|
| Up to 1-inch | \$ 1,650.00 | \$ 1,700.00 | \$ 1,750.00 |
| 2-inch | \$ 4,500.00 | \$ 4,750.00 | \$ 5,000.00 |
| 4-inch | \$ 9,000.00 | \$ 9,500.00 | \$ 10,000.00 |
| Greater than 6-inch | \$ 22,000.00 | \$ 23,000.00 | \$ 24,000.00 |

Sewer Tap charges are based off of approved and permitted water tap size

§ 51.81 WASTEWATER SERVICE FEES.

| (A) Base Charge per month - includes first 1,000 gallons: | | | |
|---|--------------------|--------------------|--------------------|
| | Effective 6/1/2026 | Effective 1/1/2027 | Effective 1/1/2028 |
| Base Charge | \$ 25.00 | \$ 24.00 | \$ 23.00 |

| (B) Volume Charge (per 1,000 gallons) | | | |
|---------------------------------------|--------------------|--------------------|--------------------|
| | Effective 6/1/2026 | Effective 1/1/2027 | Effective 1/1/2028 |
| Domestic Class | \$ 9.10 | \$ 9.10 | \$ 9.10 |
| Commercial Class | \$ 8.63 | \$ 8.63 | \$ 8.63 |
| Industrial Class | | | |
| First 1,000,000 gallons | \$ 7.33 | \$ 7.33 | \$ 7.33 |
| Over 1,000,000 gallons | \$ 4.76 | \$ 4.76 | \$ 4.76 |
| Septage Class | \$ 83.00 | \$ 86.00 | \$ 89.00 |
| Biochemical oxygen demand per 100 lbs | \$ 32.00 | \$ 32.00 | \$ 32.00 |
| Suspended solids per 100 lbs | \$ 35.00 | \$ 35.00 | \$ 35.00 |

| (C) Industrial waste surveillance charge (per month): | | | |
|---|--------------------|--------------------|--------------------|
| | Effective 6/1/2026 | Effective 1/1/2027 | Effective 1/1/2028 |
| Industrial waste surveillance charge | \$ 280.00 | \$ 290.00 | \$ 300.00 |

| (D) Septage key card purchase, upon account set up or if lost: | | | |
|--|--------------------|--------------------|--------------------|
| | Effective 6/1/2026 | Effective 1/1/2027 | Effective 1/1/2028 |
| Septage Access Key Card | \$ 15.00 | \$ 17.00 | \$ 19.00 |

| (E) Customer Specific Service Call. For all service calls outside normal duty hours, a charge will be made. | | | |
|---|--------------------|--------------------|--------------------|
| | Effective 6/1/2026 | Effective 1/1/2027 | Effective 1/1/2028 |
| Off hours service call | \$ 110.00 | \$ 115.00 | \$ 120.00 |

| (F) Outside Piqua (Base Fee Equivalent) - The first 1,000 gallons, or any part thereof, consumed per month. | | | |
|---|--------------------|--------------------|--------------------|
| Size of Meter Equivalent | Effective 6/1/2026 | Effective 1/1/2027 | Effective 1/1/2028 |
| 2-inch - Less than 20 residential customers | \$ 200.00 | \$ 210.00 | \$ 220.00 |
| 4-inch- 20-39 residential customers | \$ 450.00 | \$ 460.00 | \$ 470.00 |
| 6-inch - 40-59 residential customers | \$ 850.00 | \$ 875.00 | \$ 900.00 |
| 8-inch- 60-79 residential customers | \$ 1,500.00 | \$ 1,600.00 | \$ 1,700.00 |
| 10-inch- 80-99 residential customers | \$ 2,100.00 | \$ 2,200.00 | \$ 2,300.00 |
| 12-inch- More than 100 customers | \$ 2,800.00 | \$ 2,900.00 | \$ 3,000.00 |

| (G) Wastewater Laboratory Testing Fees: During normally staffed lab hours | | | |
|---|--------------------|--------------------|--------------------|
| | Effective 6/1/2026 | Effective 1/1/2027 | Effective 1/1/2028 |
| Total Suspended Solids (TSS) | \$ 30.00 | \$ 32.00 | \$ 34.00 |
| Ammonia - Hach colorimetric method | \$ 30.00 | \$ 32.00 | \$ 34.00 |
| carbonaceous biochemical oxygen demand (CBOD) | \$ 30.00 | \$ 32.00 | \$ 34.00 |
| E.coli - IDEXX Quanti-Tray | \$ 30.00 | \$ 32.00 | \$ 34.00 |

CHAPTER 51: SEWERS

Section

General Provisions

51.01 Purpose

51.02 Definitions

51.03 General prohibitions

Use of the Public Sewers

51.15 Connection required

51.16 Discharge of surface water

51.17 Discharge prohibitions

51.18 Enforcement

Private Sewage Systems

51.30 Private sewage systems

51.31 Application for construction permit

51.32 Inspection required

51.33 Compliance with recommendations

51.34 Operation and maintenance at owner's expense

Building Sewers and Connections

51.45 Permit required for connection

51.46 Permit application; fees

51.47 Responsibility for cost

51.48 Separate sewer for each building; exception

51.49 Construction standards and specifications

51.50 Grease, oil and sand interceptors

51.51 Waste emitted into public sewers

51.52 Pretreatment facilities maintenance expense

51.53 Control manhole

51.54 Monitoring; reports; test sites

- 51.55 Special agreements or arrangements
- 51.56 Protection from damage; accidental discharge; upsets
- 51.57 Wastewater discharge permits

Inspections; Orders

- 51.70 Authority of inspectors
- 51.71 Enforcement orders

Rates; Meters; Administration

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

- 51.99 Penalty

Appendix: Summary of Rates and Fees

GENERAL PROVISIONS

§ 51.01 PURPOSE.

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

(A) To prevent the introduction of monitored pollutants into the wastewater collection system which will interfere with the normal operations of the wastewater treatment facility ~~system~~ and/or contaminate the resulting municipal sludge; and

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

('97 Code, § 51.00) (Ord. 35-84, passed 8-20-84; Am. Ord. 21-12, passed 10-16-12; Am. Ord. 10-22, passed 11-1-22)

§ 51.02 DEFINITIONS.

~~For the purpose of~~ For this chapter (CHAPTER 51: SEWERS), the following definitions shall apply, unless the context clearly indicates or requires a different meaning.

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

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

BIOSOLIDS. Refers to treated sewage sludge that meets the EPA pollutant and pathogen requirements for land application and surface disposal. Biosolids may also be disposed of in a municipal landfill.

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

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

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

CARBONACEOUS BIOCHEMICAL OXYGEN DEMAND. Measures dissolved oxygen depletion only from carbonaceous sources.

CITY. The City of Piqua, Ohio.

CITY MANAGER. The CITY MANAGER ~~asis~~ provided for under the Charter of the city, or his or her duly authorized agent or representative.

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

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

COOLING WATER. The water discharged from any system of condensation, air conditioning, cooling or refrigeration. It shall be free from odor and ~~oil, and oil and shall not interfere with the wastewater treatment processes shall contain no polluting substances. Cooling water alone does not meet the minimum requirements to be considered part of a Pre-Treatment Program with Piqua POTW.~~

COLLECTION SYSTEM. Another term that is synonymous with wastewater system.

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

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

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

ENGINEER. The City Engineer or a qualified representative that works in the capacity as the City Engineer in wastewater related manners.

FEDERAL ACT. The Federal Water Pollution Control Act Amendments of 1972, as amended by the Clean Water Act of 1977, (Pub. L. 95-217) 33 USC 1251 et seq.; as well as any guidelines, limitations and standards promulgated by the U.S. EPA pursuant to the Act.

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

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

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

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

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

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

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

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

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

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

LOCAL LIMITS. Limits on industrial users, developed by the city, ~~that~~, are technically based on site-specific factors to protect POTW's operations from interference and pass-through and to ensure that the POTW's discharges comply with state and federal requirements. LOCAL LIMITS may be expressed as numerical values, narrative statements, best management practices, or a combination of these. LOCAL LIMITS are considered pretreatment standards upon approval by the OEPA. Addressed and updated, as needed, every NPDES renewal.

- MAY is permissive.

- ~~m~~Mg/l. Milligrams per liter = interchangeable with ppm (parts per million);

ug/l- Micrograms per liter = interchangeable with ppb (parts per billion).

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

NEW SOURCE. Any building, structure, facility or installation from which there is or may be a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under Section 307(C) of the Act, being 33 USC 1317(c),

which will be applicable to the source if these standards are therefore promulgated in accordance with that section, provided that:

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

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

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

NORMAL WASTEWATER. Wastewater with an average concentration of not more than the following:

(1) BOD (biochemical oxygen demand): 200 mg/l

(2) TSS (total suspended solids): 250 mg/l

NPDES. National Pollutant Discharge Elimination System.

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

OEPA. The Ohio Environmental Protection Agency.

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

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

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

POTW or PUBLICLY OWNED TREATMENT WORKS. That portion of the POTW that is designed to provide treatment (including recycling and reclamation) of municipal sewage and industrial waste. May be also referred to as a Water Reclamation Center (WRC), Water Reclamation Facility (WRF) and Water Resource Reclamation Facility (WRRF).

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

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

PRETREATMENT REQUIREMENT. Any substantive or procedural requirement related to pretreatment imposed on a user, other than a pretreatment standard.

PRETREATMENT STANDARDS. Prohibited discharge standards (as specified in §§ 51.03 and 51.17), categorical pretreatment standards, and local limits.

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

PUBLIC AUTHORITY. Any governmental entity having jurisdiction by law.

PUBLIC SEWER. A sewer owned and operated by a public authority.

REGULATIONS. Any word, provision, paragraph or section of this chapter unless otherwise defined.

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

RIGHT OF WAY. A strip of land for public highway purposes, including the roadway, shoulders, drainage, and utilities. It represents the area where the City of Piqua has the legal right to construct and maintain transportation or utilities

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

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

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

SHALL is mandatory.

SHOULD is highly recommended and determined to be a BMPs.

SIGNIFICANT INDUSTRIAL USER.

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

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

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

(2) The Director may at any time, on his or her own initiative or in response to a petition received from an industrial user, determine that a noncategorical industrial user is not a SIGNIFICANT INDUSTRIAL USER if the industrial user has no reasonable potential to

adversely affect ~~the POTW's~~POTW's operation for violating any pretreatment standard or requirement.

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

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

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

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

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

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

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

(5) A delay in meeting a compliance schedule milestone, such as failure to begin or complete construction or attain final compliance by 90 days or more.

(6) Failure to submit any required report within 45 days of due date.

(7) Failure to report noncompliance.

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

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

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

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

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

SUPERINTENDENT. The superintendent of the wastewater system or known as the POTW. [This may refer to the Underground Utilities or Water Reclamation Superintendents.](#)

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

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

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

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

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

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

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

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

WWTP - WASTEWATER TREATMENT PLANT. An arrangement of devices and structures used for treating wastewater.

WATERS OF THE STATE. Any water, surface or underground, including waters, within the boundaries of the state.

('97 Code, § 51.01) (Ord. 35-84, passed 8-20-84; Am. Ord. 54-91, passed 11-18-91; Am. Ord. 9-93, passed 2-15-93; Am. Ord. 9-95, passed 2-20-95; Am. Ord. 4-09, passed 4-20-09; Am. Ord. 21-12, passed 10-16-12; Am. Ord. 4-16, passed 5-17-16; Am. Ord. 3-19, passed 6-4-19; Am. Ord. 10-22, passed 11-1-22)

§ 51.03 GENERAL PROHIBITIONS.

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

('97 Code, § 51.02)

(B) It shall be unlawful to discharge, or cause to be discharged, to any natural outlet within the city, or in any area under the jurisdiction of the city, any sanitary wastewater,

industrial wastes or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this chapter.

('97 Code, § 51.03)

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

(2) No person, firm or corporation shall be permitted to connect to or discharge wastewater to the city sewage system unless it has been determined by the city that there is sufficient capacity in the system to collect, convey and treat the proposed wastewater discharge of that person, firm or corporation. Also, an active UBO account, in good standing, must be in effect for this discharge of wastewater to be prohibited.

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

(4) No user shall knowingly introduce or cause to be introduced into the POTW any pollutant or wastewater which causes pass-through or interference. These general prohibitions apply to all users of POTW whether they are subject to categorical pretreatment standards or any other national, state, or local pretreatment standards or requirements.

('97 Code, § 51.04) (Ord. 35-84, passed 8-20-84; Am. Ord. 9-85, passed 3-18-85; Am. Ord. 9-95, passed 2-20-95; Am. Ord. 21-12, passed 10-16-12; Am. Ord. 3-19, passed 6-4-19; Am. Ord. 10-22, passed 11-1-22)

USE OF THE PUBLIC SEWERS

§ 51.15 CONNECTION REQUIRED.

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

('97 Code, § 51.05) (Ord. 35-84, passed 8-20-84; Am. Ord. 9-85, passed 3-18-85; Am. Ord. 21-12, passed 10-16-12; Am. Ord. 10-22, passed 11-1-22)

§ 51.16 DISCHARGE OF SURFACE WATER.

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

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

('97 Code, § 51.06)

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

('97 Code, § 51.07) (Ord. 35-84, passed 8-20-84; Am. Ord. 21-12, passed 10-16-12; Am. Ord. 10-22, passed 11-1-22) Penalty, see § 51.99

§ 51.17 DISCHARGE PROHIBITIONS.

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

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

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

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

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

(5) Any water or wastes containing substances that will solidify or become discernibly viscous at temperatures between 30 and 150°F, including but not limited to ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, paunch manure

or any other solid or viscous substance capable of causing obstruction to the flow in sewers or other interference with the operation of the wastewater system.

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

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

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

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

(10) Any water or waste which cause unsuitable sludge reclamation.

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

(12) Any water or waste which ~~cause~~causes discoloration, such that receiving water quality requirements, established by law, cannot be met.

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

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

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

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

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

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

(189) At the approval of the City Manager and Utilities Director, licensed haulers of septic waste may be allowed to dump septic wastes at the POTW in accordance with all other city ordinances and fees. Pollutant base load sampling and contract of services may be requested by the city, for such septic receiving arrangements.

(19) The City of Piqua WWTP may enter into agreements for acceptance of wastewaters, from outside the current facility Planning Area (FPA), with a submitted pre-treatment program modification request from Ohio EPA and a contract that explicitly states that the City may disallow acceptance of wastewaters, if an operational or maintenance upset has been determined by the City.

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

(B) National categorical pretreatment standards.

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

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

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

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

(D) Right of revision. The city reserves the right to amend these regulations to provide for limitations or requirements on discharges to the wastewater system deemed necessary to comply with the objectives set forth in § 51.01 of this chapter.

(E) Review. These regulations shall be reviewed with each NPDES renewal. ~~If, in his or her opinion, changes or additions are required, he or she shall submit them to the City Manager for approval. Upon approval, the amendments shall be submitted to the City Commission for ratification as part of the codified ordinances of the city. There shall be a public notice of any proposed changes in these regulations. OEPA requested changes or any changes to the local limits will be made at that time.~~

('97 Code, § 51.08) (Ord. 35-84, passed 8-20-84; Am. Ord. 54-91, passed 11-18-91; Am. Ord. 9-93, passed 2-15-93; Am. Ord. 3-98, passed 2-2-98; Am. Ord. 21-12, passed 10-16-12; Am. Ord. 3-19, passed 6-4-19; Am. Ord. 3-22, passed 4-5-22; Am. Ord. 10-22, passed 11-1-22)

§ 51.18 ENFORCEMENT.

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

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

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

(D) Right of appeal.

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

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

(3) Within 15 days of receipt of the Health Officer's decision, the user may appeal to the Board of Health of the city. The written appeal notice shall be directed to the Health Officer who shall promptly transmit the appeal to the Board of Health. Upon giving not less than five business days' written notice to the appellant, a hearing shall be held before the Board

of Health. After the hearing, the Board may, by a majority vote, affirm, reject or modify the decision of the Health Officer. The decision of the Board shall be made in writing within seven business days after the hearing and shall be final, except that further recourse may be had through statutory procedures.

(E) Reinstatement of service. Prior to reinstatement of wastewater treatment service, all cost and expense incident to the city's discontinuation of service shall be borne by the user. The department shall reinstate service upon proof acceptable to the city that the noncomplying discharge condition has been eliminated.

(F) Termination of service. The department may terminate wastewater treatment service to any user who fails to do the following:

(1) Report the wastewater constituents and characteristics of his or her discharge requested by ~~Utilities Director~~ the engineer.

(2) Permit reasonable access to his or her premises by department personnel for the purpose of inspection or monitoring.

(3) Comply with any provision of these regulations.

(4) Comply with the conditions of any order issued by city, state or federal officials with respect to these regulations.

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

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

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

(3) Any other violations of a pretreatment effluent limit (daily maximum or ~~longer~~ longer-term average) that the engineer determines has caused, alone or in

combination with other discharges, interference or passthrough (including endangering the health of POTW personnel or the public).

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

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

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

(7) Failure to report noncompliance.

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

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

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

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

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

('97 Code, § 51.18) (Ord. 35-84, passed 8-20-84; Am. Ord. 5-90, passed 1-15-90; Am. Ord. 54-91, passed 11-18-91; Am. Ord. 9-93, passed 2-15-93; Am. Ord. 4-09, passed 4-20-09;

Am. Ord. 21-12, passed 10-16-12; Am. Ord. 3-19, passed 6-4-19; Am. Ord. 10-22, passed 11-1-22)

§ 51.30 PRIVATE SEWAGE SYSTEMS.

Where a public sanitary sewer is not available under the provisions of § 51.15, the building sewer shall be connected to a private wastewater disposal system complying with the provisions of this subchapter.

('97 Code, § 51.10) (Ord. 35-84, passed 8-20-84; Am. Ord. 21-12, passed 10-16-12; Am. Ord. 10-22, passed 11-1-22) Penalty, see § 51.99.

§ 51.31 APPLICATION FOR CONSTRUCTION PERMIT.

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

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

('97 Code, § 51.11) (Ord. 35-84, passed 8-20-84; Am. Ord. 21-12, passed 10-16-12; Am. Ord. 10-22, passed 11-1-22) Penalty, see § 51.99

§ 51.32 INSPECTION REQUIRED.

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

('97 Code, § 51.12) (Ord. 35-84, passed 8-20-84; Am. Ord. 21-12, passed 10-16-12; Am. Ord. 10-22, passed 11-1-22) Penalty, see § 51.99

§ 51.33 COMPLIANCE WITH RECOMMENDATIONS.

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

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

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

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

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

('97 Code, § 51.13) (Am. Ord. 9-95, passed 2-20-95; Am. Ord. 21-12, passed 10-16-12; Am. Ord. 10-22, passed 11-1-22)

§ 51.34 OPERATION AND MAINTENANCE AT OWNER'S EXPENSE.

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

('97 Code, § 51.14)

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

('97 Code, § 51.16) (Ord. 35-84, passed 8-20-84; Am. Ord. 21-12, passed 10-16-12; Am. Ord. 10-22, passed 11-1-22)

BUILDING SEWERS AND CONNECTIONS

§ 51.45 PERMIT REQUIRED FOR CONNECTION.

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

(‘97 Code, § 51.20) (Ord. 35-84, passed 8-20-84; Am. Ord. 21-12, passed 10-16-12; Am. Ord. 10-22, passed 11-1-22) Penalty, see § 51.99

§ 51.46 PERMIT APPLICATION; FEES.

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

(B) A permit and inspection fee of as noted in the chart below, for a building sewer permit shall be paid to the city at the time the application is filed, based upon the size of the water service, ~~3% annual increase effective 1/1/24 from 1/1/23 rates and fees.~~ See Insert(s)

For a full summary of rates and fees, see the Appendix following this chapter

| | Effective 1-1-2023 |
|----------------------|--------------------|
| Up to 1-inch tap | \$1,500 |
| 2-inch tap | \$4,000 |
| 4-inch tap | \$8,000 |
| 6-inch tap and above | \$20,000 |

(‘97 Code, § 51.21) (Ord. 35-84, passed 8-20-84; Am. Ord. 5-90, passed 1-15-90; Am. Ord. 18-07, passed 9-17-07; Am. Ord. 21-12, passed 10-16-12; Am. Ord. 20-16, passed 1-17-17; Am. Ord. 3-19, passed 6-4-19; Am. Ord. 10-22, passed 11-1-22) Penalty, see § 51.99

~~Cross-reference:~~

~~—For a full summary of rates and fees, see the Appendix following this chapter~~

§ 51.47 RESPONSIBILITY FOR COST.

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

cleaning, maintenance, repair and reconstruction of the building sewer from the building to the point of connection with the public sewer.

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

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

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

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

Example: Total cost of sewer main: \$100,000

Total L.F.: 500

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

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

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

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

('97 Code, § 51.22) (Ord. 35-84, passed 8-20-84; Am. Ord. 21-12, passed 10-16-12; Am. Ord. 10-22, passed 11-1-22)

§ 51.48 SEPARATE SEWER FOR EACH BUILDING; EXCEPTION.

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

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

('97 Code, § 51.23)

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

('97 Code, § 51.24) (Ord. 35-84, passed 8-20-84; Am. Ord. 21-12, passed 10-16-12; Am. Ord. 10-22, passed 11-1-22) Penalty, see § 51.99.

§ 51.49 CONSTRUCTION STANDARDS AND SPECIFICATIONS.

All construction standards, sewer specifications, connection regulations and inspections shall comply with the city's "Standard Drawings and Specifications for Construction" passed by Ordinance 41-81, July 6, 1981. These are updated, as needed, and can be found through the Community Services Department.

('97 Code, § 51.25) (Ord. 35-84, passed 8-20-84; Am. Ord. 21-12, passed 10-16-12; Am. Ord. 10-22, passed 11-1-22) Penalty, see § 51.99

§ 51.50 GREASE, OIL AND SAND INTERCEPTORS.

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

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

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

(‘97 Code, § 51.30) (Ord. 35-84, passed 8-20-84; Am. Ord. 21-12, passed 10-16-12; Am. Ord. 10-22, passed 11-1-22) Penalty, see § 51.99.

§ 51.51 WASTE EMITTED INTO PUBLIC SEWERS.

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

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

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

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

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

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

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

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

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

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

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

(‘97 Code, § 51.51) (Ord. 35-84, passed 8-20-84; Am. Ord. 54-91, passed 11-18-91; Am. Ord. 21-12, passed 10-16-12; Am. Ord. 10-22, passed 11-1-22) Penalty, see § 51.99

§ 51.52 PRETREATMENT FACILITIES MAINTENANCE EXPENSE.

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

('97 Code, § 51.32) (Ord. 35-84, passed 8-20-84; Am. Ord. 21-12, passed 10-16-12; Am. Ord. 10-22, passed 11-1-22) Penalty, see § 51.99

§ 51.53 CONTROL MANHOLE.

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

('97 Code, § 51.33) (Ord. 35-84, passed 8-20-84; Am. Ord. 21-12, passed 10-16-12; Am. Ord. 10-22, passed 11-1-22) Penalty, see § 51.99

§ 51.54 MONITORING; REPORTS; TEST SITES.

(A) Monitoring.

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

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

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

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

(5) Except for those pollutants that are required to be measured by grab samples, all other pollutants will be measured by flow-proportional sampling unless justification for an

alternate sampling type, representative of the discharge, is documented in the industrial user file. The industrial user shall bear the cost of ~~any and all~~ control authority sampling that is done for flow-proportional sampling requirements and/or any other required or deemed necessary sampling.

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

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

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

(B) Discharge permit application.

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

(a) Name and address of applicant.

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

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

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

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

(f) Raw materials utilized and their amounts.

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

(h) Where additional pretreatment and/or operation and maintenance activities will be required to comply with this chapter, the discharger shall provide a declaration of the shortest schedule by which the discharge will provide additional pretreatment according to the conditions in § 51.18(H).

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

(C) Compliance reports.

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

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

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

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

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

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

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

(b) Results of sampling above the minimum required shall also be reported if analyses were conducted according to the methodology in divisions (A) of this section. Where the results of self-monitoring indicate a violation of pretreatment standards, the industrial user shall notify the Superintendent within 24 hours of becoming aware of the violation. The user shall also resample for the pollutant(s) in ~~violation, and~~violation and report the results of resampling within 30 days of becoming aware of the initial violation.

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

(D) Reports to be signed by authorized representative.

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

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

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

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

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

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

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

sign documents in accordance with corporate procedures and meet the rule specifications as described in OAC 3745-306-6 Signatory Requirements.

(4) If an authorization under division (D)(3) is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, or overall responsibility for environmental matters for the company, a new authorization satisfying the requirements of division (D)(3) must be submitted to the control authority prior to or together with any reports to be signed by an authorized representative (see 40 C.F.R. Part 403.12(l)(4)).

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

('97 Code, § 51.34) (Ord. 35-84, passed 8-20-84; Am. Ord. 5-90, passed 1-15-90; Am. Ord. 54-91, passed 11-18-91; Am. Ord. 4-09, passed 4-20-09; Am. Ord. 21-12, passed 10-16-12; Am. Ord. 3-19, passed 6-4-19; Am. Ord. 10-22, passed 11-1-22) Penalty, see § 51.99

§ 51.55 SPECIAL AGREEMENTS OR ARRANGEMENTS.

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

('97 Code, § 51.35) (Am. Ord. 21-12, passed 10-16-12; Am. Ord. 10-22, passed 11-1-22)

§ 51.56 PROTECTION FROM DAMAGE; ACCIDENTAL DISCHARGE; UPSETS.

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

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

(C) Operating upsets.

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

user shall file a written follow-up report with the department within five days. The report shall:

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

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

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

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

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

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

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

(c) The permittee shall submit notification of bypass as follows:

1. If the permittee knows in advance of the need to bypass, it shall submit prior notice, if possible, at least ten days in advance of the bypass.

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

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

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

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

('97 Code, § 51.36) (Ord. 35-84, passed 8-20-84; Am. Ord. 5-90, passed 1-15-90; Am. Ord. 54-91, passed 11-18-91; Am. Ord. 9-93, passed 2-15-93; Am. Ord. 21-12, passed 10-16-12; Am. Ord. 10-22, passed 11-1-22) Penalty, see § 51.99

§ 51.57 WASTEWATER DISCHARGE PERMITS.

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

- (A) Limits on wastewater constituents and characteristics;
- (B) Limits on the rate and time of discharge or requirements for flow regulations and equalization;
- (C) Requirements for installation and maintenance of inspection and sampling facilities;
- (D) Monitoring and reporting requirements, based on federal, state, and local regulations:
 - (1) List of pollutants (including best management practices) to be monitored;
 - (2) Sampling location(s);
 - (3) Sampling frequency;
 - (4) Sample type; and
 - (5) Deadlines, frequencies, and further instructions for submitting self-monitoring results to the city;
- (E) Schedule of compliance;
- (F) Notification requirements for accidental discharges, upsets and substantial changes in discharge; and
- (G) Other conditions as deemed appropriate by the city to ensure compliance with this chapter.
- (H) Provisions for Best Management Practices as an enforceable limit.
- (I) Requirements to control slug discharges, if determined by the Superintendent to be necessary. If a slug load discharge control plan is determined to be required, the plan must be specifically referenced or otherwise incorporated into the IU's control mechanism permit. The review period for slug discharge control plans shall be once per permit cycle. If the POTW decides that a slug plan is needed, the plan shall, at a minimum, contain the following elements:
 - (1) Description of discharge practices, including non-routine batch discharges;
 - (2) Description of stored chemicals;
 - (3) Procedures for immediately notifying the POTW of slug discharges, including any discharge that would violate a prohibition under paragraph (B) or rule 3745-3-04 of the Ohio Administrative Code, with procedures for follow-up written notification within five days; and

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

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

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

(L) A statement that the wastewater discharge permit is non-transferable without prior notification to the city in accordance with division (O), and provisions for furnishing the new owner or operator with a copy of the existing wastewater discharge permit.

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

(N) A statement of applicable civil and criminal penalties for violation of pretreatment standards and requirements, and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable federal, state, or local law.

(O) Individual wastewater discharge ~~permit~~permits re-issuance. A user with an expiring individual wastewater discharge permit shall apply for individual wastewater discharge permit re-issuance by submitting a complete permit application, a minimum of 180 days prior to the expiration of the user's existing individual wastewater discharge permit.

('97 Code, § 51.37) (Ord. 5-90, passed 1-15-90; Am. Ord. 54-91, passed 11-18-91; Am. Ord. 4-09, passed 4-20-09; Am. Ord. 21-12, passed 10-16-12; Am. Ord. 3-19, passed 6-4-19; Am. Ord. 10-22, passed 11-1-22)

INSPECTIONS; ORDERS

§ 51.70 AUTHORITY OF INSPECTORS.

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

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

('97 Code, § 51.40) (Ord. 35-84, passed 8-20-84; Am. Ord. 54-91, passed 11-18-91; Am. Ord. 21-12, passed 10-16-12; Am. Ord. 10-22, passed 11-1-22) Penalty, see § 51.99

§ 51.71 ENFORCEMENT ORDERS.

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

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

('97 Code, § 51.50) (Am. Ord. 21-12, passed 10-16-12; Am. Ord. 10-22, passed 11-1-22)

RATES; METERS; ADMINISTRATION

§ 51.80 WASTEWATER SERVICE CHARGE.

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

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

(2) Volume charge.

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

(b) Standard strength wastewater shall include the maximum strength as follows.

BOD (5 day): 200 mg/l

Total Suspended Solids: 250 mg/l

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

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

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

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

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

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

- (a) Division A: Agriculture, forestry and fishing.
- (b) Division B: Mining.
- (c) Division D: Manufacturing.
- (d) Division E: Transportation, communications, electric gas and sanitary services.
- (e) Division I: Services.

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

('97 Code, § 51.60) (Ord. 35-84, passed 8-20-84; Am. Ord. 9-95, passed 2-20-95; Am. Ord. 21-12, passed 10-16-12; Am. Ord. 10-22, passed 11-1-22)

§ 51.81 WASTEWATER SERVICE FEES.

~~Please reference attached Appendix of wastewater rates and fees(A) Base charge per month -- includes first 1,000 gallons:~~

-

| | Effective 1-1-2020 | Effective 1-1-2023 |
|-------------|--------------------|--------------------|
| Base charge | \$28.80 | \$28.80 |

-

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

~~Effective 1-1-2023~~

~~Domestic Class~~

~~\$9.10~~

~~Commercial Class~~

~~\$8.63~~

~~Industrial Class~~

~~—First 1,000,000 gallons~~

~~\$7.33~~

~~—Over 1,000,000 gallons~~

~~\$4.76~~

~~Biochemical oxygen demand per 100 lbs~~

~~\$32.77~~

~~Suspended solids per 100 lbs~~

~~\$35.48~~

-

~~-(C) Industrial waste surveillance charge (per month):~~

-

2023

\$260.00

(AD) - (1) All charges for users situated outside the corporate limits of the city (except for city departments) shall be ~~20~~15% of the above Standard Piqua Customer Rates for equivalent sized customer charges.

(2) For non-Piqua corporation limits service connections, with combined residential customers flowing discharging through a common pipe, will have the base fee calculated in the following manner (Please reference Chapter 51 Appendix of rates and fees).

(F) Outside Piqua (Base Fee Equivalent) - The first 1,000 gallons, or any part thereof, consumed per month.

| <u>Size of Meter Equivalent</u> | <u>Effective 6/1/2026</u> | <u>Effective 1/1/2027</u> | <u>Effective 1/1/2028</u> |
|--|---------------------------|---------------------------|---------------------------|
| <u>2-inch - Less than 20 residential customers</u> | <u>\$ 200.00</u> | <u>\$ 210.00</u> | <u>\$ 220.00</u> |
| <u>4-inch- 20-39 residential customers</u> | <u>\$ 450.00</u> | <u>\$ 460.00</u> | <u>\$ 470.00</u> |
| <u>6-inch - 40-59 residential customers</u> | <u>\$ 850.00</u> | <u>\$ 875.00</u> | <u>\$ 900.00</u> |
| <u>8-inch- 60-79 residential customers</u> | <u>\$ 1,500.00</u> | <u>\$ 1,600.00</u> | <u>\$ 1,700.00</u> |
| <u>10-inch- 80-99 residential customers</u> | <u>\$ 2,100.00</u> | <u>\$ 2,200.00</u> | <u>\$ 2,300.00</u> |
| <u>12-inch- More than 100 customers</u> | <u>\$ 2,800.00</u> | <u>\$ 2,900.00</u> | <u>\$ 3,000.00</u> |

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

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

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

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

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

~~—(F) Service call. For all service calls outside normal duty hours, a charge of \$100 may be made. For all service calls within normal duty hours, a charge of \$50 may be made. For non-routine service calls outside the normal duty hours, the city will bill the customer the full cost if not the responsibility of the city.~~

~~—(G) Meter test fee. If a meter registers within the accuracy limits, a \$75 fee will be charged.~~

(‘97 Code, § 51.61) (Ord. 35-84, passed 8-20-84; Am. Ord. 54-91, passed 11-18-91; Am. Ord. 14-94, passed 3-21-94; Am. Ord. 9-95, passed 2-20-95; Am. Ord. 15-06, passed 8-7-06; Am. Ord. 18-07, passed 9-17-07; Am. Ord. 5-11, passed 7-19-11; Am. Ord. 21-12, passed 10-16-

12; Am. Ord. 20-16, passed 1-17- 17; Am. Ord. 3-22, passed 4-5-22; Am. Ord. 10-22, passed 11-1-22)

Cross-reference:

For a full summary of rates and fees, see the Appendix following this chapter

§ 51.82 EXTRA STRENGTH VOLUME.

The standard strengths for BOD and suspended solids, as shown in § 51.80, shall be subtracted from the strengths measured by appropriate sampling to determine the extra strengths of each industrial class user for each strength surcharge billing period. These results ~~shall~~**should** be used to determine the weight in pounds for BOD and suspended solids to be charged for strength surcharge. The extra strengths shall be determined by the wastewater treatment plant from tests by the city or such other tests as may be approved by the city.

('97 Code, § 51.62) (Ord. 35-84, passed 8-20-84; Am. Ord. 54-91, passed 11-18-91; Am. Ord. 21-12, passed 10-16-12; Am. Ord. 10-22, passed 11-1-22)

§ 51.83 METERS.

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

('97 Code, § 51.63)

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

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

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

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

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

('97 Code, § 51.65) (Am. Ord. 21-12, passed 10-16-12; Am. Ord. 10-22, passed 11-1-22)

§ 51.84 INDUSTRIAL EXEMPTIONS.

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

('97 Code, § 51.66) (Ord. 35-84, passed 8-20-84; Am. Ord. 21-12, passed 10-16-12; Am. Ord. 10-22, passed 11-1-22)

§ 51.85 PAYMENT OF CHARGES.

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

('97 Code, § 51.67)

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

('97 Code, § 51.68) (Ord. 35-84, passed 8-20-84; Am. Ord. 21-12, passed 10-16-12; Am. Ord. 10-22, passed 11-1-22)

§ 51.86 CONTRACTS OUTSIDE CITY LIMITS.

The City Manager is hereby authorized to enter into agreements to be ratified and confirmed by the City Commission with the county and with cities and villages and with

corporations and individuals whose premises are located outside the corporate limits of the city, who desire to discharge wastewater, industrial wastes, water or other liquids into the city's wastewater system; which agreements shall fix the terms and conditions under which wastewater, industrial wastes, water or other liquids may be discharged into the wastewater system, and shall be in conformity with the other sections of this chapter and city service rules and regulations.

('97 Code, § 51.69) (Ord. 35-84, passed 8-20-84; Am. Ord. 21-12, passed 10-16-12; Am. Ord. 10-22, passed 11-1-22)

§ 51.87 REVIEW OF RATES.

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

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

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

(C) The rates shall generate sufficient revenue to offset the costs of all wastewater system operation and maintenance.

('97 Code, § 51.70) (Ord. 35-84, passed 8-20-84; Am. Ord. 21-12, passed 10-16-12; Am. Ord. 10-22, passed 11-1-22)

§ 51.88 CONFIDENTIAL INFORMATION.

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

characteristics and other effluent data as defined by 40 C.F.R. Part 2.302 will not be recognized as confidential information and will be available to the public without restriction.

('97 Code, § 51.71) (Ord. 35-84, passed 8-20-84; Am. Ord. 21-12, passed 10-16-12; Am. Ord. 3-19, passed 6-4-19; Am. Ord. 10-22, passed 11-1-22)

§ 51.89 RECORDS RETENTION.

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

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

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

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

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

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

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

('97 Code, § 51.72) (Ord. 35-84, passed 8-20-84; Am. Ord. 21-12, passed 10-16-12; Am. Ord. 3-19, passed 6-4-19; Am. Ord. 10-22, passed 11-1-22) Penalty, see § 51.99

§ 51.90 FALSIFICATION OF INFORMATION.

Any person who knowingly makes any false statements, representation or certification in any application, record, report, plan or other document filed or required to be maintained pursuant to these regulations, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required herein, shall, upon conviction, be punished by the imposition of a civil penalty.

('97 Code, § 51.73) (Ord. 35-84, passed 8-20-84; Am. Ord. 21-12, passed 10-16-12; Am. Ord. 10-22, passed 11-1-22) Penalty, see § 51.99

§ 51.91 DISCOUNT FOR SENIOR CITIZENS.

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

(Ord. 28-06, passed 12-18-06; Am. Ord. 16-10, passed 6-1-10; Am. Ord. 21-12, passed 10-16-12; Am. Ord. 10-22, passed 11-1-22)

§ 51.99 PENALTY.

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

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

(C) When the Superintendent finds that a user has violated, or continues to violate, any provision of this chapter, an individual wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, the Superintendent may petition the Miami County Court through the City's Attorney for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the individual wastewater discharge permit, order, or other requirement

imposed by this chapter on activities of the user. The Superintendent may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the user to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a user.

(‘97 Code, § 51.99) (Ord. 35-84, passed 8-20-84; Am. Ord. 54-91, passed 11-18-91; Am. Ord. 21-12, passed 10-16-12; Am. Ord. 3-19, passed 6-4-19; Am. Ord. 10-22, passed 11-1-22)

~~APPENDIX: SUMMARY OF RATES AND FEES~~

~~§ 51.46 PERMIT APPLICATION FEES.~~

-

| | Effective 1/1/2023 | Effective 1/1/2024 | Effective 1/1/2025 |
|---------------------|--------------------|--------------------|--------------------|
| Up to 1-inch | \$1,500.00 | \$1,545.00 | \$1,591.35 |
| 2-inch | \$4,000.00 | \$4,120.00 | \$4,243.60 |
| 4-inch | \$8,000.00 | \$8,240.00 | \$8,487.20 |
| Greater than 6-inch | \$20,000.00 | \$20,600.00 | \$21,218.00 |

-

~~*Sewer tap charges are based off of approved and permitted water tap size*~~

~~§ 51.81 WASTEWATER SERVICE FEES.~~

-

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

~~Effective 1/1/2023~~

~~Effective 1/1/2024~~

~~Effective 1/1/2025~~

~~Base Charge~~

~~\$28.80~~

~~\$28.80~~

~~\$28.80~~

-

~~(B) Volume Charge (per 1,000 gallons):~~

~~Effective 1/1/2023~~

Effective 1/1/2024

Effective 1/1/2025

~~(B) Volume Charge (per 1,000 gallons):~~

Effective 1/1/2023

Effective 1/1/2024

Effective 1/1/2025

Domestic Class

\$9.10

\$9.10

\$9.10

Commercial Class

~~\$8.63~~

\$8.63

\$8.63

Industrial Class

~~—First 1,000,000 gallons~~

\$7.33

\$7.33

\$7.33

~~—Over 1,000,000 gallons~~

\$4.76

\$4.76

\$4.76

Septage Class

\$77.25

\$79.57

\$81.95

Biochemical oxygen demand per 100 lbs

\$32.77

\$32.77

\$32.77

Suspended solids per 100 lbs

\$35.48

\$35.48

\$35.48

-

-

~~(C) Industrial waste surveillance charge (per month):~~

~~Effective 1/1/2023~~

~~Effective 1/1/2024~~

~~Effective 1/1/2025~~

~~Base Charge~~

~~\$260.00~~

~~\$267.80~~

~~\$275.83~~

~~-~~

~~-~~

~~(D) Septage key card purchase, upon account set up or if lost:~~

~~Effective 1/1/2023~~

~~Effective 1/1/2024~~

~~Effective 1/1/2025~~

~~Septage Access Key Card~~

~~\$11.00~~

~~\$12.00~~

~~\$13.00~~

~~-~~

-

~~(F) Customer Specific Service Call. For all service calls outside normal duty hours, a charge will be made.~~

~~Effective 1/1/2023~~

~~Effective 1/1/2024~~

~~Effective 1/1/2025~~

~~Off hours service call~~

~~\$100.00~~

~~\$103.00~~

~~\$106.09~~

-

~~(Ord. 10-22, passed 11-1-22)~~

City of
PIQUA COMMISSION AGENDA
 STAFF REPORT

| | | |
|---|---|-----|
| MEETING DATE | May 5, 2026 | |
| REPORT TITLE | Ordinance No. O-05-26 (Third Reading) Updating Chapter 53 (WATER), in the City of Piqua Charter and Ordinances | |
| SUBMITTED BY | Kevin Krejny, Director Water | |
| AGENDA CLASSIFICATION | Ordinance | |
| BACKGROUND | Updating The City of Piqua Water Ordinance. Clarifying and updating language associated with Chapter 53. Setting rates and fees through 12/31/2028. Please note that all rates and fees are now found in the Appendix for this chapter. | |
| BUDGET/FINANCIAL IMPACT (Project costs and funding sources) | Budgeted \$: | |
| | Expenditure \$: | |
| | Source of Funds: | 403 |
| | Narrative: | |
| ATTACHMENTS | <ol style="list-style-type: none"> 1. water 2026 Piqua Survey 2. Water TAP 2026 Piqua Survey 3. water rates and fees 2022 4. water and sewer proposed rates and fees 2026 5. Ch 53 Water Rates | |

Ordinance No. O-05-26 (Third Reading)
Updating Chapter 53 (WATER), in the City of Piqua Charter and Ordinances

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

SEC. 1: Chapter 53 of the Piqua Code is hereby updated as presented in attached document.

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

JAMES D. VETTER, MAYOR

PASSED: _____

ATTEST: _____
CLERK OF COMMISSION

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

| | |
|-----------------------------|-------|
| Mayor James D. Vetter | _____ |
| Commissioner Frank DeBrosse | _____ |
| Commissioner Paul Simmons | _____ |
| Commissioner Rick Walker | _____ |
| Commissioner Philip Wead | _____ |



2026 ANNUAL RATE SURVEY WATER COST

**Rates are based on 22,500 gallons or
3,000 cubic feet of water in a three-
month period.**

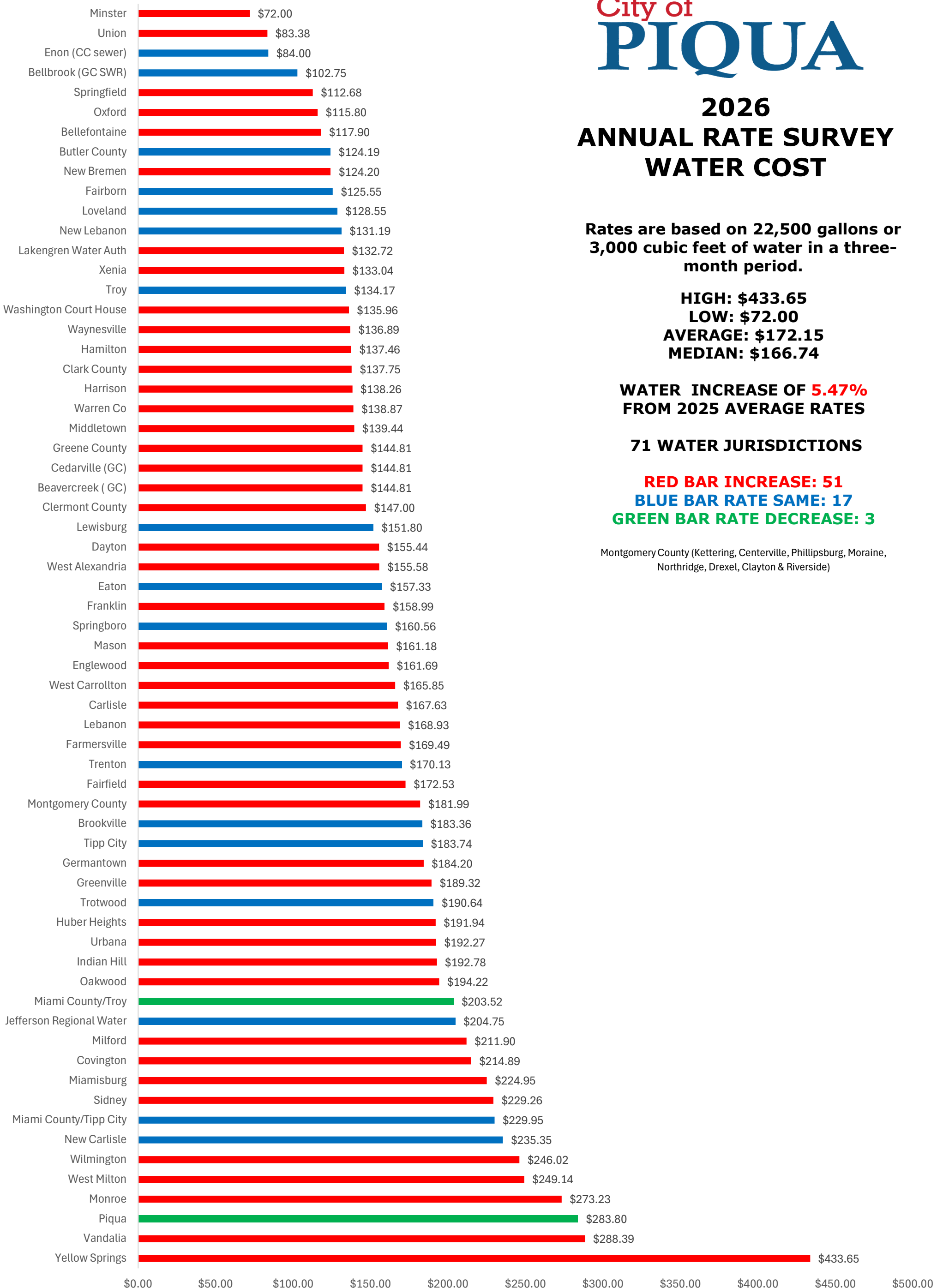
**HIGH: \$433.65
LOW: \$72.00
AVERAGE: \$172.15
MEDIAN: \$166.74**

**WATER INCREASE OF 5.47%
FROM 2025 AVERAGE RATES**

71 WATER JURISDICTIONS

**RED BAR INCREASE: 51
BLUE BAR RATE SAME: 17
GREEN BAR RATE DECREASE: 3**

Montgomery County (Kettering, Centerville, Phillipsburg, Moraine,
Northridge, Drexel, Clayton & Riverside)



City of PIQUA

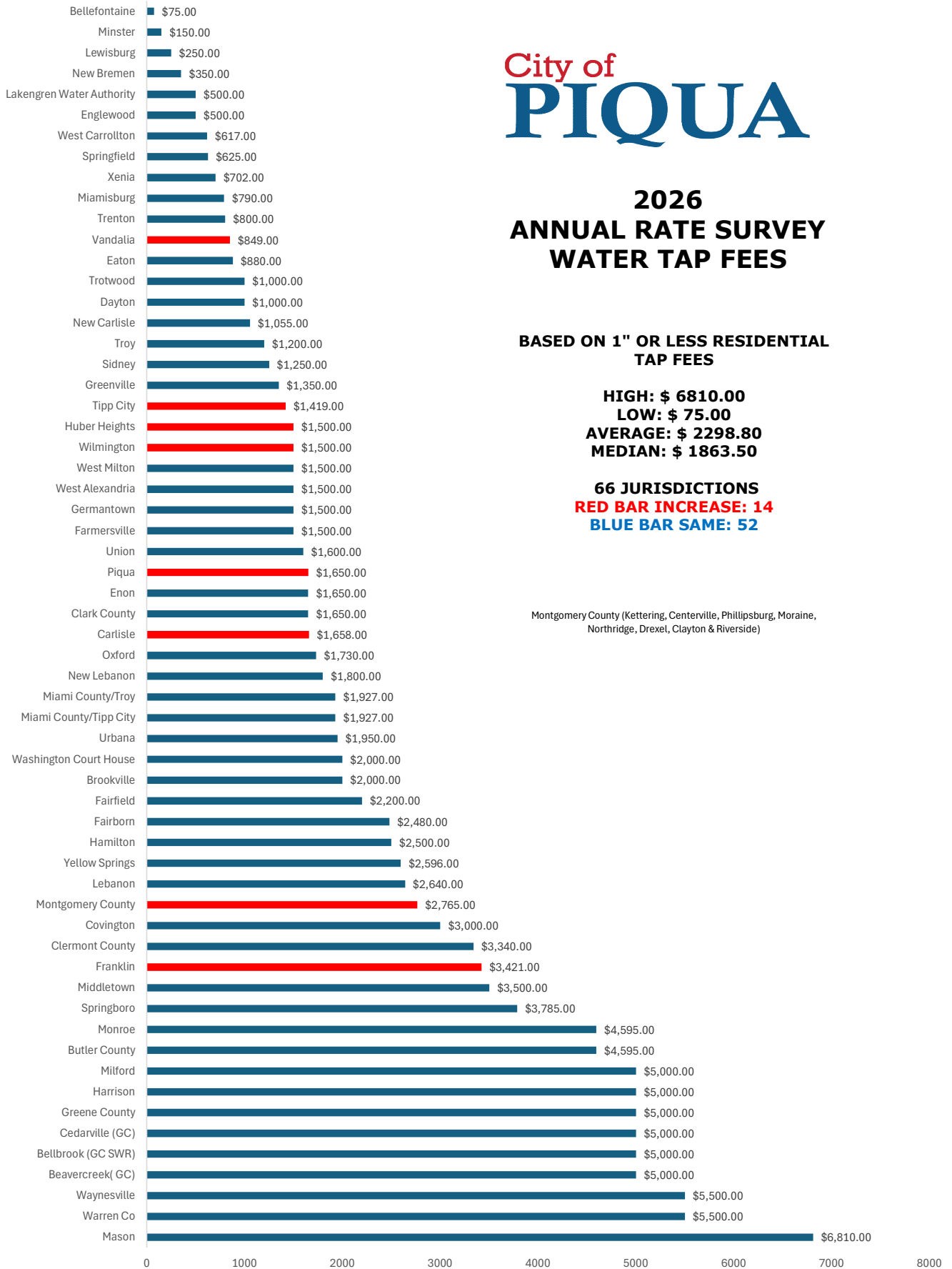
2026 ANNUAL RATE SURVEY WATER TAP FEES

BASED ON 1" OR LESS RESIDENTIAL TAP FEES

HIGH: \$ 6810.00
LOW: \$ 75.00
AVERAGE: \$ 2298.80
MEDIAN: \$ 1863.50

66 JURISDICTIONS
RED BAR INCREASE: 14
BLUE BAR SAME: 52

Montgomery County (Kettering, Centerville, Phillipsburg, Moraine, Northridge, Drexel, Clayton & Riverside)



APPENDIX: WATER SUMMARY OF RATES AND FEES

§ 53.01 RATES WITHIN CITY.

(1) *Bracket One.* The first 1,000 gallons, or any part thereof, consumed per month.

| Size of Meter | Effective 1/1/2023 | Effective 1/1/2024 | Effective 1/1/2025 |
|---------------|--------------------|--------------------|--------------------|
| 5/8-inch | \$ 28.23 | \$ 28.23 | \$ 28.23 |
| 3/4-inch | \$ 38.29 | \$ 38.29 | \$ 38.29 |
| 1-inch | \$ 50.25 | \$ 50.25 | \$ 50.25 |
| 1-1/2-inch | \$ 71.08 | \$ 71.08 | \$ 71.08 |
| 2-inch | \$ 177.58 | \$ 177.58 | \$ 177.58 |
| 3-inch | \$ 259.59 | \$ 259.59 | \$ 259.59 |
| 4-inch | \$ 432.70 | \$ 432.70 | \$ 432.70 |
| 6-inch | \$ 840.32 | \$ 840.32 | \$ 840.32 |
| 8-inch | \$ 1,472.01 | \$ 1,472.01 | \$ 1,472.01 |
| 10-inch | \$ 2,104.11 | \$ 2,104.11 | \$ 2,104.11 |
| 12-inch | \$ 2,736.01 | \$ 2,736.01 | \$ 2,736.01 |

(2) *Bracket Two.* Monthly charge for water in excess of 1,000 gallons, but not exceeding 25,000 gallons shall be \$10.40 per 1,000 gallons.

| Effective 1/1/2023 | Effective 1/1/2024 | Effective 1/1/2025 |
|--------------------|--------------------|--------------------|
| \$ 10.40 | \$ 10.40 | \$ 10.40 |

(3) *Bracket Three.* Monthly charge for water in excess of 25,000 gallons, but not exceeding 250,000 gallons shall be \$7.34 per 1,000 gallons.

| Effective 1/1/2023 | Effective 1/1/2024 | Effective 1/1/2025 |
|--------------------|--------------------|--------------------|
| \$7.34 | \$7.34 | \$7.34 |

(4) *Bracket Four.* Monthly charge for water in excess of 250,000 gallons, but not exceeding 1,000,000 gallons shall be \$6.50 per 1,000 gallons.

| Effective 1/1/2023 | Effective 1/1/2024 | Effective 1/1/2025 |
|--------------------|--------------------|--------------------|
| \$6.50 | \$6.50 | \$6.50 |

(5) *Bracket Five.* Monthly charge for water in excess of 1,000,000 gallons, but not exceeding 3,000,000 gallons shall be \$5.75 per 1,000 gallons.

| Effective 1/1/2023 | Effective 1/1/2024 | Effective 1/1/2025 |
|--------------------|--------------------|--------------------|
| \$5.75 | \$5.75 | \$5.75 |

(6) *Bracket Six.* Monthly charge for all water in excess of 3,000,000 gallons shall be \$5.17 per 1,000 gallons.

| Effective 1/1/2023 | Effective 1/1/2024 | Effective 1/1/2025 |
|--------------------|--------------------|--------------------|
| \$5.17 | \$5.17 | \$5.17 |

(C) *Private fire service maintenance fees.*

| Size of Tap | Effective 1/1/2023 | Effective 1/1/2024 | Effective 1/1/2025 |
|----------------|--------------------|--------------------|--------------------|
| 4-inch or less | \$31.16 | \$31.16 | \$31.16 |
| 6-inch | \$70.09 | \$70.09 | \$70.09 |
| 8-inch | \$90.15 | \$90.15 | \$90.15 |
| 10-inch | \$127.64 | \$127.64 | \$127.64 |
| 12-inch | \$155.49 | \$155.49 | \$155.49 |

APPENDIX: WATER SUMMARY OF RATES AND FEES

§ 53.06 WATER SERVICE AND METER INSPECTION FEES.

(1) Service fees (including seasonal accounts).

| | Effective 1/1/2023 | Effective 1/1/2024 | Effective 1/1/2025 |
|----------------------------------|--------------------|--------------------|--------------------|
| Water- Residential | \$ 25 | \$ 25.75 | \$ 26.52 |
| Water- Commercial and Industrial | \$ 50 | \$ 51.50 | \$ 53.05 |

(2) Meter inspection fees.

| | Effective 1/1/2023 | Effective 1/1/2024 | Effective 1/1/2025 |
|----------------------------------|--------------------|--------------------|--------------------|
| Water- Residential | \$ 50 | \$ 52 | \$ 53 |
| Water- Commercial and Industrial | \$ 100 | \$ 103 | \$ 106 |

(B) *Customer Specific Service Call.* For all service calls outside normal duty hours, a charge will be made.

| | Effective 1/1/2023 | Effective 1/1/2024 | Effective 1/1/2025 |
|------------------------|--------------------|--------------------|--------------------|
| Off hours service call | \$ 100.00 | \$ 103.00 | \$ 106.09 |

(C) *Meter test fee.* If a meter registers within the accuracy limits, a fee will be charged.

| | Effective 1/1/2023 | Effective 1/1/2024 | Effective 1/1/2025 |
|----------------|--------------------|--------------------|--------------------|
| Meter Test Fee | \$ 75 | \$ 77 | \$ 80 |

(F) Annual backflow recertification fee per device.

| | Effective 1/1/2023 | Effective 1/1/2024 | Effective 1/1/2025 |
|-------------------------------------|--------------------|--------------------|--------------------|
| Annual Backflow recertification fee | \$ 25.00 | \$ 25.75 | \$ 26.52 |

(G) Water Laboratory Outside Customer Testing Fees:.

| | Effective 1/1/2023 | Effective 1/1/2024 | Effective 1/1/2025 |
|--|----------------------------------|--------------------|--------------------|
| Harmful Algae Bloom (HAB) | \$ 80.00 | \$ 82.40 | \$ 84.87 |
| Algae-Total Microcystins-ADDA-Automated(OHIO EPA DES701.0-A) | | | |
| Total Coliform with OEPA Submission | Micro- Colilert-24(SM9) \$ 30.00 | \$ 30.90 | \$ 31.83 |

(H) Water Hydrant Meter Rentals

| | Effective 1/1/2023 | Effective 1/1/2024 | Effective 1/1/2025 |
|-------------------------------------|--------------------|--------------------|--------------------|
| Water Hydrant Meter Fee | \$ 100.00 | \$ 103.00 | \$ 106.09 |
| Water Meter Hydrant Monthly Charge | \$ 20.00 | \$ 20.60 | \$ 21.22 |
| Water Usage per 1,000 gallons | \$ 10.40 | \$ 10.40 | \$ 11.40 |
| Refundable Deposit (Loss or damage) | \$ 1,500.00 | \$ 1,545.00 | \$ 1,591.35 |

(I) Water Haulers Fees. Fees are pre-paid at the Utility Business Office and station is located at WTP.

| | Effective 1/1/2023 | Effective 1/1/2024 | Effective 1/1/2025 |
|-------------------------------|--------------------|--------------------|--------------------|
| Annual account charge | \$ 36.00 | \$ 37.08 | \$ 38.19 |
| Water Usage per 1,000 gallons | \$ 11.00 | \$ 11.33 | \$ 11.67 |

§ 53.07 NEW SERVICE.

(A) The tap-in charge for a new services shall be according to the following schedule.

| | Effective 1/1/2023 | Effective 1/1/2024 | Effective 1/1/2025 |
|---------------------|--------------------|--------------------|--------------------|
| Up to 1-inch | \$ 1,500.00 | \$ 1,545.00 | \$ 1,591.35 |
| 2-inch | \$ 4,000.00 | \$ 4,120.00 | \$ 4,243.60 |
| 4-inch | \$ 8,000.00 | \$ 8,240.00 | \$ 8,487.20 |
| Greater than 6-inch | \$ 20,000.00 | \$ 20,600.00 | \$ 21,218.00 |

(D) The tap-in charge for fire service only shall be as follows.

| | Effective 1/1/2023 | Effective 1/1/2024 | Effective 1/1/2025 |
|---------------------|--------------------|--------------------|--------------------|
| Up to 1-inch | \$ 1,500.00 | \$ 1,545.00 | \$ 1,591.35 |
| 2-inch | \$ 4,000.00 | \$ 4,120.00 | \$ 4,243.60 |
| 4-inch | \$ 8,000.00 | \$ 8,240.00 | \$ 8,487.20 |
| Greater than 6-inch | \$ 20,000.00 | \$ 20,600.00 | \$ 21,218.00 |

APPENDIX: WATER SUMMARY OF RATES AND FEES

§ 53.01 RATES WITHIN CITY.

(1) *Bracket One.* The first 1,000 gallons, or any part thereof, consumed per month.

| Size of Meter | Effective 6/1/2026 | Effective 1/1/2027 | Effective 1/1/2028 |
|---------------|--------------------|--------------------|--------------------|
| 5/8-inch | \$ 27.00 | \$ 27.00 | \$ 27.00 |
| 3/4-inch | \$ 38.29 | \$ 38.29 | \$ 38.29 |
| 1-inch | \$ 50.25 | \$ 50.25 | \$ 50.25 |
| 1-1/2-inch | \$ 71.08 | \$ 71.08 | \$ 71.08 |
| 2-inch | \$ 177.58 | \$ 177.58 | \$ 177.58 |
| 3-inch | \$ 259.59 | \$ 259.59 | \$ 259.59 |
| 4-inch | \$ 432.70 | \$ 432.70 | \$ 432.70 |
| 6-inch | \$ 840.32 | \$ 840.32 | \$ 840.32 |
| 8-inch | \$ 1,472.01 | \$ 1,472.01 | \$ 1,472.01 |
| 10-inch | \$ 2,104.11 | \$ 2,104.11 | \$ 2,104.11 |
| 12-inch | \$ 2,736.01 | \$ 2,736.01 | \$ 2,736.01 |

(2) *Bracket Two.* Monthly charge for water in excess of 1,000 gallons, but not exceeding 25,000 gallons shall be \$10.40 per 1,000 gallons.

| Effective 6/1/2026 | Effective 1/1/2027 | Effective 1/1/2028 |
|--------------------|--------------------|--------------------|
| \$ 10.40 | \$ 10.40 | \$ 10.40 |

(3) *Bracket Three.* Monthly charge for water in excess of 25,000 gallons, but not exceeding 250,000 gallons shall be \$7.34 per 1,000 gallons.

| Effective 6/1/2026 | Effective 1/1/2027 | Effective 1/1/2028 |
|--------------------|--------------------|--------------------|
| \$7.34 | \$7.34 | \$7.34 |

(4) *Bracket Four.* Monthly charge for water in excess of 250,000 gallons, but not exceeding 1,000,000 gallons shall be \$6.50 per 1,000 gallons.

| Effective 6/1/2026 | Effective 1/1/2027 | Effective 1/1/2028 |
|--------------------|--------------------|--------------------|
| \$6.50 | \$6.50 | \$6.50 |

(5) *Bracket Five.* Monthly charge for water in excess of 1,000,000 gallons, but not exceeding 3,000,000 gallons shall be \$5.75 per 1,000 gallons.

| Effective 6/1/2026 | Effective 1/1/2027 | Effective 1/1/2028 |
|--------------------|--------------------|--------------------|
| \$5.75 | \$5.75 | \$5.75 |

(6) *Bracket Six.* Monthly charge for all water in excess of 3,000,000 gallons shall be \$5.17 per 1,000 gallons.

| Effective 6/1/2026 | Effective 1/1/2027 | Effective 1/1/2028 |
|--------------------|--------------------|--------------------|
| \$5.17 | \$5.17 | \$5.17 |

(C) *Private monthly fire service maintenance fees.*

| Size of Tap | Effective 6/1/2026 | Effective 1/1/2027 | Effective 1/1/2028 |
|----------------|--------------------|--------------------|--------------------|
| 4-inch or less | \$50.00 | \$55.00 | \$60.00 |
| 6-inch | \$120.00 | \$125.00 | \$130.00 |
| 8-inch | \$150.00 | \$160.00 | \$170.00 |
| 10-inch | \$180.00 | \$190.00 | \$200.00 |
| 12-inch | \$210.00 | \$220.00 | \$230.00 |

APPENDIX: WATER SUMMARY OF RATES AND FEES

§ 53.06 WATER SERVICE AND METER INSPECTION FEES.

(A) Service fees (including seasonal accounts).

| | Effective 6/1/2026 | Effective 1/1/2027 | Effective 1/1/2028 |
|--|--------------------|--------------------|--------------------|
| Water- Residential (Re/Disc Meter fee) | \$ 50 | \$ 55.00 | \$ 60.00 |
| Water- Commercial and Industrial | \$ 100.00 | \$ 110.00 | \$ 120.00 |

(B) Meter inspection fees.

| | Effective 6/1/2026 | Effective 1/1/2027 | Effective 1/1/2028 |
|--------------------------------------|--------------------|--------------------|--------------------|
| Water- Residential (set fee/inspect) | \$ 75 | \$ 85 | \$ 95 |
| Water- Commercial and Industrial | \$ 150 | \$ 175 | \$ 200 |

(C) *Customer Specific Service Call.* For all service calls outside normal duty hours, a charge will be made.

| | Effective 6/1/2026 | Effective 1/1/2027 | Effective 1/1/2028 |
|------------------------|--------------------|--------------------|--------------------|
| Off hours service call | \$ 110.00 | \$ 120.00 | \$ 130.00 |

(D) *Meter test fee.* If a meter registers within the accuracy limits, a fee will be charged.

| | Effective 6/1/2026 | Effective 1/1/2027 | Effective 1/1/2028 |
|----------------|--------------------|--------------------|--------------------|
| Meter Test Fee | \$ 100 | \$ 110 | \$ 120 |

(E) *Water Laboratory Outside Testing Fees:* Lab work during normally staffed hours

| | Effective 6/1/2026 | Effective 1/1/2027 | Effective 1/1/2028 | |
|---|------------------------------|--------------------|--------------------|----------|
| Harmful Algae Bloom (HAB) | \$ 90.00 | \$ 95.00 | \$ 100.00 | |
| Algae-Total Microcystis-ADDA-Automated(OHIO EPA DES701.0-A) | | | | |
| Total Coliform with OEPA Submission | Micro- Colilert-24(SM9223-B) | \$ 35.00 | \$ 37.00 | \$ 39.00 |

(F) *Water Haulers Fees.* Fees are pre-paid and station is located at WTP.

| | Effective 6/1/2026 | Effective 1/1/2027 | Effective 1/1/2028 |
|-------------------------------|--------------------|--------------------|--------------------|
| Annual account charge | \$ 39.00 | \$ 41.00 | \$ 43.00 |
| Water Usage per 1,000 gallons | \$ 12.00 | \$ 12.50 | \$ 13.00 |

§ 53.07 NEW SERVICE.

(A) The tap-in charge for a new services shall be according to the following schedule.

| | Effective 6/1/2026 | Effective 1/1/2027 | Effective 1/1/2028 |
|---------------------|--------------------|--------------------|--------------------|
| Up to 1-inch | \$ 1,650.00 | \$ 1,700.00 | \$ 1,750.00 |
| 2-inch | \$ 4,500.00 | \$ 4,750.00 | \$ 5,000.00 |
| 4-inch | \$ 9,000.00 | \$ 9,500.00 | \$ 10,000.00 |
| Greater than 6-inch | \$ 22,000.00 | \$ 23,000.00 | \$ 24,000.00 |

(B) The tap-in charge for fire service only shall be as follows.

| | Effective 6/1/2026 | Effective 1/1/2027 | Effective 1/1/2028 |
|---------------------|--------------------|--------------------|--------------------|
| Up to 1-inch | \$ 1,650.00 | \$ 1,700.00 | \$ 1,750.00 |
| 2-inch | \$ 4,500.00 | \$ 4,750.00 | \$ 5,000.00 |
| 4-inch | \$ 9,000.00 | \$ 9,500.00 | \$ 10,000.00 |
| Greater than 6-inch | \$ 22,000.00 | \$ 23,000.00 | \$ 24,000.00 |

APPENDIX: SEWER FEES AND RATES SUMMARY

§ 51.46 PERMIT APPLICATION FEES.

| (A) Sewer Tap Fees: | Effective 6/1/2026 | Effective 1/1/2027 | Effective 1/1/2028 |
|---------------------|--------------------|--------------------|--------------------|
| Up to 1-inch | \$ 1,650.00 | \$ 1,700.00 | \$ 1,750.00 |
| 2-inch | \$ 4,500.00 | \$ 4,750.00 | \$ 5,000.00 |
| 4-inch | \$ 9,000.00 | \$ 9,500.00 | \$ 10,000.00 |
| Greater than 6-inch | \$ 22,000.00 | \$ 23,000.00 | \$ 24,000.00 |

Sewer Tap charges are based off of approved and permitted water tap size

§ 51.81 WASTEWATER SERVICE FEES.

| (A) Base Charge per month - includes first 1,000 gallons: | | | |
|---|--------------------|--------------------|--------------------|
| | Effective 6/1/2026 | Effective 1/1/2027 | Effective 1/1/2028 |
| Base Charge | \$ 25.00 | \$ 24.00 | \$ 23.00 |

| (B) Volume Charge (per 1,000 gallons) | | | |
|---------------------------------------|--------------------|--------------------|--------------------|
| | Effective 6/1/2026 | Effective 1/1/2027 | Effective 1/1/2028 |
| Domestic Class | \$ 9.10 | \$ 9.10 | \$ 9.10 |
| Commercial Class | \$ 8.63 | \$ 8.63 | \$ 8.63 |
| Industrial Class | | | |
| First 1,000,000 gallons | \$ 7.33 | \$ 7.33 | \$ 7.33 |
| Over 1,000,000 gallons | \$ 4.76 | \$ 4.76 | \$ 4.76 |
| Septage Class | \$ 83.00 | \$ 86.00 | \$ 89.00 |
| Biochemical oxygen demand per 100 lbs | \$ 32.00 | \$ 32.00 | \$ 32.00 |
| Suspended solids per 100 lbs | \$ 35.00 | \$ 35.00 | \$ 35.00 |

| (C) Industrial waste surveillance charge (per month): | | | |
|---|--------------------|--------------------|--------------------|
| | Effective 6/1/2026 | Effective 1/1/2027 | Effective 1/1/2028 |
| Industrial waste surveillance charge | \$ 280.00 | \$ 290.00 | \$ 300.00 |

| (D) Septage key card purchase, upon account set up or if lost: | | | |
|--|--------------------|--------------------|--------------------|
| | Effective 6/1/2026 | Effective 1/1/2027 | Effective 1/1/2028 |
| Septage Access Key Card | \$ 15.00 | \$ 17.00 | \$ 19.00 |

| (E) Customer Specific Service Call. For all service calls outside normal duty hours, a charge will be made. | | | |
|---|--------------------|--------------------|--------------------|
| | Effective 6/1/2026 | Effective 1/1/2027 | Effective 1/1/2028 |
| Off hours service call | \$ 110.00 | \$ 115.00 | \$ 120.00 |

| (F) Outside Piqua (Base Fee Equivalent) - The first 1,000 gallons, or any part thereof, consumed per month. | | | |
|---|--------------------|--------------------|--------------------|
| Size of Meter Equivalent | Effective 6/1/2026 | Effective 1/1/2027 | Effective 1/1/2028 |
| 2-inch - Less than 20 residential customers | \$ 200.00 | \$ 210.00 | \$ 220.00 |
| 4-inch- 20-39 residential customers | \$ 450.00 | \$ 460.00 | \$ 470.00 |
| 6-inch - 40-59 residential customers | \$ 850.00 | \$ 875.00 | \$ 900.00 |
| 8-inch- 60-79 residential customers | \$ 1,500.00 | \$ 1,600.00 | \$ 1,700.00 |
| 10-inch- 80-99 residential customers | \$ 2,100.00 | \$ 2,200.00 | \$ 2,300.00 |
| 12-inch- More than 100 customers | \$ 2,800.00 | \$ 2,900.00 | \$ 3,000.00 |

| (G) Wastewater Laboratory Testing Fees: During normally staffed lab hours | | | |
|---|--------------------|--------------------|--------------------|
| | Effective 6/1/2026 | Effective 1/1/2027 | Effective 1/1/2028 |
| Total Suspended Solids (TSS) | \$ 30.00 | \$ 32.00 | \$ 34.00 |
| Ammonia - Hach colorimetric method | \$ 30.00 | \$ 32.00 | \$ 34.00 |
| carbonaceous biochemical oxygen demand (CBOD) | \$ 30.00 | \$ 32.00 | \$ 34.00 |
| E.coli - IDEXX Quanti-Tray | \$ 30.00 | \$ 32.00 | \$ 34.00 |

CHAPTER 53: WATER RATES

Section

Water Service Rates

- 53.01 Rates within city
- 53.02 Multiple establishments
- 53.03 Rates outside city
- 53.04 Late charges
- 53.05 Discount for senior citizens
- 53.06 Water service and meter inspection fees
- 53.07 New service

Meters

- 53.20 Frozen water lines and meters
- 53.21 Meters required
- 53.22 Meter specifications
- 53.23 Location; accessibility
- 53.24 Interference with meters prohibited
- 53.25 Meter damage
- 53.26 Metering for water or wastewater only

Detail System Requirements

- 53.40 Definitions
- 53.41 Operation of curb stops and hydrants
- 53.42 Emergency limitations
- 53.43 Water system and consumer responsibility
- 53.44 Taps and service lines
- 53.45 Inspection required
- 53.46 Temporary service
- 53.47 Back-flow and cross-connection control
- 53.48 Fire services

53.49 Water main extensions

53.50 Compliance required

53.51 Material specifications

Other Regulations

53.60 Use of water towers for cellular communications

Appendix: Water Summary of Rates and Fees

WATER SERVICE RATES

§ 53.01 RATES WITHIN CITY.

(A) Water rates. The following rates are available to residential, commercial, and industrial water consumers in the city, for brackets one through six, and apply to single establishments or dwellings. For these rates the available meter sizes are 5/8-inch, 3/4-inch, 1-inch, 1-1/2-inch, 2-inch, 3-inch, 4-inch, 6-inch, 8-inch, 10-inch, and 12-inch.

For all rates, fees and penalties please reference Appendix: Summary of Rates and Fees following this chapter.

~~—(1) Bracket One. The first 1,000 gallons, or any part thereof, consumed per month.~~

| Size of Meter | Effective 1-1-2023 |
|--------------------------|-------------------------------|
| 5/8-inch | \$28.23 |
| 3/4-inch | \$38.29 |
| 1-inch | \$50.25 |
| 1-1/2-inch | \$71.08 |
| 2-inch | \$177.58 |
| 3-inch | \$259.59 |
| 4-inch | \$432.70 |
| 6-inch | \$840.32 |
| 8-inch | \$1,472.01 |
| 10-inch | \$2,104.11 |
| 12-inch | \$2,736.01 |

-

—(2)— Bracket Two. Monthly charge for water in excess of 1,000 gallons, but not exceeding 25,000 gallons shall be \$10.40 per 1,000 gallons.

-

| 2023 | 2024 | 2025 |
|---------|---------|---------|
| \$10.40 | \$10.40 | \$10.40 |

-

—(3)— Bracket Three. Monthly charge for water in excess of 25,000 gallons, but not exceeding 250,000 gallons shall be \$7.34 per 1,000 gallons.

-

| 2023 | 2024 | 2025 |
|--------|--------|--------|
| \$7.34 | \$7.34 | \$7.34 |

-

—(4)— Bracket Four. Monthly charge for water in excess of 250,000 gallons, but not exceeding 1,000,000 gallons shall be \$6.50 per 1,000 gallons.

-

| 2023 | 2024 | 2025 |
|--------|--------|--------|
| \$6.50 | \$6.50 | \$6.50 |

-

—(5)— Bracket Five. Monthly charge for water in excess of 1,000,000 gallons, but not exceeding 3,000,000 gallons shall be \$5.75 per 1,000 gallons.

-

| 2023 | 2024 | 2025 |
|--------|--------|--------|
| \$5.75 | \$5.75 | \$5.75 |

-

—(6)— Bracket Six. Monthly charge for all water in excess of 3,000,000 gallons shall be \$5.17 per 1,000 gallons.

-

| 2023 | 2024 | 2025 |
|--------|--------|--------|
| \$5.17 | \$5.17 | \$5.17 |

~~(B) Temporary water service charge. A charge of \$53 will be made for installation and removal of metering equipment for temporary service.~~

~~(C) Private fire service maintenance fees.~~

| Size of Tap | 2023 | 2024 | 2025 |
|----------------|----------|----------|----------|
| 4-inch or less | \$31.16 | \$31.16 | \$31.16 |
| 6-inch | \$70.09 | \$70.09 | \$70.09 |
| 8-inch | \$90.15 | \$90.15 | \$90.15 |
| 10-inch | \$127.64 | \$127.64 | \$127.64 |
| 12-inch | \$155.49 | \$155.49 | \$155.49 |

~~(D)~~ Municipal golf course. The rate charged to the Echo Hills Municipal Golf Course shall be 75% of the otherwise applicable rate.

(‘97 Code, § 54.01) (Ord. 48-68, passed 12-2-68; Am. Ord. 8-92, passed 3-16-92; Am. Ord. 8-93, passed 3-15-93; Am. Ord. 7-95, passed 3-20-95; Am. Ord. 24-05, passed 12-19-05; Am. Ord. 17-07, passed 9-17-07; Am. Ord. 12-12, passed 8-21-12; Am. Ord. 20-12, passed 10-16-12; Am. Ord. 19-16, passed 1-17-17; Am. Ord. 11-22, passed 11-1-22)

§ 53.02 MULTIPLE ESTABLISHMENTS.

Bills rendered to water customers who have multiple establishments or multi-unit residential establishments in the city shall be billed at the indicated meter reading, but a rate beyond Bracket Two shall not be utilized.

(‘97 Code, § 54.02) (Ord. 6-79, passed 2-19-79; Am. Ord. 20-12, passed 10-16-12; Am. Ord. 11-22, passed 11-1-22)

§ 53.03 RATES OUTSIDE CITY.

(A) The prices to be charged for water furnished by the Municipal Water System to all consumers outside the corporate limits of the city (except for city departments) are fixed at 120% (one hundred and twenty percent) of the rate charged to consumers situated in the city.

~~(B)~~

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

- (1) The customer is a government entity legally created under the State of ~~Ohio;~~Ohio.
- (2) The customer has signed an annexation agreement at the city's request that it will annex immediately on becoming contiguous to the city; and
- (3) 75% of the primary business of the customer is physically located within the city limits at the time the customer commences using city water.

('97 Code, § 54.03) (Ord. 6-72, passed 3-6-72; Am. Ord. 17-80, passed 3-17-80; Am. Ord. 16-81, passed 3-2-81; Am. Ord. 43-85, passed 11-18-85; Am. Ord. 20-12, passed 10-16-12; Am. Ord. 11-22, passed 11-1-22)

§ 53.04 LATE CHARGES.

Five percent shall be added to the net bill if payment is not made on or before 15 calendar days after the billing date of the statement.

('97 Code, § 54.04) (Ord. 6-72, passed 3-16-72; Am. Ord. 6-79, passed 2-19-79; Am. Ord. 20-12, passed 10-16-12; Am. Ord. 11-22, passed 11-1-22)

§ 53.05 DISCOUNT FOR SENIOR CITIZENS.

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

('97 Code, § 54.05) (Ord. 21-94, passed 4-4-94; Am. Ord. 28-06, passed 12-18-06; Am. Ord. 16-10, passed 6-1-10; Am. Ord. 20-12, passed 10-16-12; Am. Ord. 11-22, passed 11-1-22)

§ 53.06 WATER SERVICE AND METER INSPECTION FEES.

~~(A)~~ ~~(A)~~ No reconnection of water service for new accounts, seasonal accounts, previously delinquent accounts or for accounts with new meters shall be made until the following fees are paid (in addition to full payment of any balance due on previous accounts).

(B) Please see the attached Appendix for water rates and fees.

~~(1) Service fees (including seasonal accounts).~~

~~Water - Residential — \$25 as of 1/1/23 — See Appendix~~

~~—Water - Commercial and Industrial - \$50 as of 1/1/23 - See Appendix~~

~~—(2) Meter inspection fees.~~

~~—Water - Residential - \$50 as of 1/1/23 - See Appendix~~

~~—Water - Commercial and Industrial - \$100 as of 1/1/23 - See Appendix~~

~~—(B) Service call. For all service calls outside the normal duty hours, a charge of \$100 as of 1/1/23 - See Appendix. For all service calls within normal duty hours, a charge of \$25 may be made. For non-routine service calls outside the normal duty hours, the city will bill the customer the full cost if not the responsibility of the city.~~

(C) Meter test fee. If a meter registers within the accuracy limits, a \$~~110~~⁷⁵ fee as of ~~61/1/266~~ - See Appendix will be charged.

(D) Missing or broken meter seal. For a location where there is a missing or broken meter seal, the customer will be charged a \$~~32~~⁰⁰ tampering fee.

(E) Missing or broken water meter. For a location where there is a missing or broken water meter, the customer will be charged the total cost of the replacement ~~meter~~^{meter}.

~~(F) Missing or broken meter transmission unit (MTU). For a location where there is a missing or broken meter transmission unit (MTU), the customer will be charged the total cost of the replacement (MTU).~~

~~—(F) Annual backflow recertification fee will be \$20 per device.~~

(’97 Code, § 54.06) (Ord. 58-81, passed 9-8-81; Am. Ord. 8-93, passed 3-15-93; Am. Ord. 7-95, passed 3-20-95; Am. Ord. 34-99, passed 11-15-99; Am. Ord. 24-05, passed 12-19-05; Am. Ord. 5-11, passed 7-19-11; Am. Ord. 20-12, passed 10-16-12; Am. Ord. 11-22, passed 11-1-22)

§ 53.07 NEW SERVICE.

The following charges are established for the installation of new water services.

Please see the attached Appendix for water rates and fees.

~~—(A) The tap-in charge for new 1-inch and smaller water services (5/8-inch x 3/4-inch meters) shall be according to the following schedule. See Appendix.~~

-

| | | |
|------------|------------|------------|
| 1-1-2023 | 1-1-2024 | 1-1-2025 |
| \$1,500.00 | \$1,545,00 | \$1,591.35 |

-

~~—(B) The tap-in charges for new services larger than 2-inch shall be according to the following schedule. See Appendix.~~

-

| | Effective 1-1-2023 | Effective 1-1-2024 | Effective 1-1-2025 |
|----------------------|--------------------|--------------------|--------------------|
| 2-inch tap | \$4,000.00 | \$4,120.00 | \$4,243.60 |
| 4-inch tap | \$8,000.00 | \$8,240.00 | \$8,487.20 |
| 6-inch tap and above | \$20,000.00 | \$20,600.00 | \$21,218.00 |

-

(C) New water service charges shall be billed by and payable at the Community Services~~Devel-Department~~ Department~~office~~.

(D) If a service is used for both domestic and fire and is metered with an FMCT meter, the tap-in charge shall be based upon the smaller service meter according to the following schedule.

| | Effective 1-1-2023 | Effective 1-1-2024 | Effective 1-1-2025 |
|----------------------|--------------------|--------------------|--------------------|
| 2-inch tap | \$4,000.00 | \$4,120.00 | \$4,243.60 |
| 4-inch tap | \$8,000.00 | \$8,240.00 | \$8,487.20 |
| 6-inch tap and above | \$20,000.00 | \$20,600.00 | \$21,218.00 |

(‘97 Code, § 54.10) (Ord. 14-58, passed 4-7-58; Am. Ord. 8-92, passed 3-16-92; Am. Ord. 8-93, passed 3-15-93; Am. Ord. 7-95, passed 3-20-95; Am. Ord. 24-05, passed 12-19-05; Am. Ord. 17-07, passed 9-17-07; Am. Ord. 12-12, passed 8-21-12; Am. Ord. 20-12, passed 10-16-12; Am. Ord. 19-16, passed 1-17-17; Am. Ord. 11-22, passed 11-1-22)

METERS

§ 53.20 FROZEN WATER LINES AND METERS.

(A) The city will thaw a frozen water service through the water meter box or curb box, whichever is located nearest the property line, no more than once each winter season at any one location. Additional freeze-ups will be thawed by the city at the customer's expense.

(B) Thawing frozen water services from the water meter box or curb box, whichever is located nearest the property line, to the points of use is the responsibility of the customer. The customer shall contact the city water system before attempting to thaw any water service lines by electrical means.

(C) The city will thaw or replace a frozen meter in an outside setting at any one location no more than once each winter season. Additional frozen meters will be thawed or replaced by the city at the customer's expense.

(D) All frozen meters in inside settings will be thawed or replaced by the city at the customer's expense.

(E) All expenses incurred by customers shall be billed at then prevailing labor equipment and material costs.

('97 Code, § 54.14) (Ord. 20-84, passed 5-7-84; Am. Ord. 20-12, passed 10-16-12; Am. Ord. 11-22, passed 11-1-22)

§ 53.21 METERS REQUIRED.

(A) All water meters shall remain the property of the city. The customer shall be responsible for all damages ~~and to or~~ loss of the ~~Water Department's~~ property of the city located upon his or her premises, unless occasioned by the department's negligence. Requests to turn on or off water at the meter shall be made by the customer to the (UBO) Utilities Billing~~collection~~Office.

('97 Code, § 54.17)

(B) It shall be unlawful for any person other than a member of the division of fire in the performance of his or her duties, or an employee of the Water Department to turn a curb stopcock, fire hydrant, or valve, or turn water on or off at a water meter without permission from the Water Department. This division is not to be construed as prohibiting licensed plumbing contractors from operating valves at meters or curbs, but merely to ~~insure~~ensure notification of the Water Department of the intent to perform these actions.

('97 Code, § 54.18)

(C) It shall be unlawful for any person to connect a pipe or other appliance to a water line which carries water to a meter so that the water may be obtained without it passing through the meter.

('97 Code, § 54.19)

(D) It shall be unlawful for any person, firm, or corporation to knowingly use any water which is not passed through the meter when the premises from which water is used purchases its water from meter measurement.

('97 Code, § 54.20)

(E) It shall be unlawful for any person to connect into a line, pipe, or main belonging to the city unless the tap or connection is made in accordance with the rules of the Water Department.

('97 Code, § 54.21)

(F) It shall be unlawful for any person, firm, or corporation to disobey the orders of the City Manager, the Director of Utilities, the Water Superintendent, or the Fire Chief directing the limitation of or ~~discontinuance~~discontinuing of the use of water at the time of a serious fire or water shortage, or an exorbitant use of unmetered water.

('97 Code, § 54.22) (Ord. 12-66, passed 4-18-66; Am. Ord. 20-12, passed 10-16-12; Am. Ord. 11-22, passed 11-1-22) Penalty, see § 10.99

§ 53.22 METER SPECIFICATIONS.

(A) (1) Meter sizing for each location shall be at the discretion of the water system. The water system reserves the right to change the size of any meter from time to time when, in its judgment, more efficient service or metering will result. Whenever a meter change results in a lower monthly meter charge, the customer shall be responsible for paying costs of materials and labor for the change.

(2) Any building or group of buildings under common ownership shall be metered by one common meter. Where this is impractical or where special use requirements prevail, multiple meters may be installed at the discretion of the water system.

('97 Code, § 54.34)

(B) All services two inches or larger shall be valved at both inlet and outlet of the meter, and shall have a valved and sealed, ~~full-sized~~full-sized bypass around the meter to permit repair and testing without service interruption.

('97 Code, § 54.35)

(C) All meter pits and vaults shall be constructed and installed to the current specifications of the water system, and at no cost to the water system. City of Piqua Community Services Department maintains Piqua's design criteria and standard drawings.

('97 Code, § 54.36) (Ord. 31-83, passed 11-7-83; Am. Ord. 20-12, passed 10-16-12; Am. Ord. 11-22, passed 11-1-22) Penalty, see § 10.99

§ 53.23 LOCATION; ACCESSIBILITY.

(A) -Each consumer shall provide, to the current specifications of and at no cost to the water system, a suitable location for the required meter or meters and all associated equipment. Meters for new service connections shall ~~be located in~~be in a pit or vault at or as near the ~~Right of Way~~property line as practicable. The water system shall have the right

to determine where a meter, meter pit or vault shall be located on the premises of the consumer.

(B) All meters and associated equipment must be so located as to be easily accessible to the water system's employees or agents. Meters will not be set nor allowed in a place where there is a likelihood that they may be damaged, hidden, or where access to them ~~obstructed~~is obstructed.

(C) Consumers requesting any additional meter, where the existing meter or meters are located inside a building, shall provide a meter pit or vault for all meters serving the premises in accordance with current specifications of and at no cost to the water system.

(D) The water system reserves the right to require a relocation of its meters due to inaccessibility, safety hazards, freezing, vandalism, damage to meters, additional services and such other reasons that are necessary to read and maintain the meters. The consumer shall provide for this relocation at his or her expense upon written request of the water system.

('97 Code, § 54.37) (Ord. 31-83, passed 11-7-83; Am. Ord. 20-12, passed 10-16-12; Am. Ord. 11-22, passed 11-1-22) Penalty, see § 10.99

§ 53.24 INTERFERENCE WITH METERS PROHIBITED.

(A) No person who has in his or her possession or under his or her control a water meter, meter transmission unit or electric meter owned by the city shall, without the consent of the city, disconnect, change, alter, or interfere with the pipes or wires running into the meter, so as to divert water or current or prevent the meter from duly registering the quantity of water or electricity supplied. This is to include automated and remote metering equipment that is associated with the physical water meter.

('97 Code, § 54.25)

(B) Where it appears that a water meter, meter transmission unit or electric meter located within the city has been bypassed, and the identity of the person bypassing the meter cannot be determined, the person who signed for the service shall be held prima facie responsible for the violation.

('97 Code, § 54.26) (Ord. 45-68, passed 10-21-68; Am. Ord. 20-12, passed 10-16-12; Am. Ord. 11-22, passed 11-1-22) Penalty, see § 10.99

§ 53.25 METER DAMAGE.

Any meters or associated equipment damaged through negligence on the part of the consumer shall be repaired or replaced at the consumer's expense. This includes, but is not limited to, meters damaged by freezing or excessive heat.

('97 Code, § 54.38) (Ord. 31-83, passed 11-7-83; Am. Ord. 20-12, passed 10-16-12; Am. Ord. 11-22, passed 11-1-22) Penalty, see § 10.99

§ 53.26 METERING FOR WATER OR WASTEWATER USE ONLY.

(A) Water only.

(1) Additional metering may be installed to measure water usage that does not enter the sanitary sewer system. All installation costs shall be paid by the consumer. All such meters shall be installed to water system specifications and located as near as practicable to the regular service meter.

(2) These meters will be treated as separate services with current water rates applied.

('97 Code, § 54.39)

(B) Wastewater only.

(1) Additional metering shall be installed to measure water use for wastewater charges where water system service is not available to the property. All installation costs shall be paid by the consumer, and meters shall be installed to current water system specifications.

(2) These meters will be treated as a special service for determining current monthly wastewater charges.

('97 Code, § 54.40) (Ord. 31-83, passed 11-7-83; Am. Ord. 20-12, passed 10-16-12; Am. Ord. 11-22, passed 11-1-22)

DETAIL SYSTEM REQUIREMENTS

§ 53.40 DEFINITIONS.

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

~~-BACKFLOW. The unwanted reverse flow of water in a plumbing system, which can lead to contamination of the potable water supply.~~

~~CONNECTION FEE. Fees or charges related to acquiring, constructing, equipping or expanding the capacity of the water system. May also be referred to as a tap fee or impact fee. Usually associated with new customers with the water system and the cost associated with getting them water services.~~

CONSUMER. The person, firm or corporation under whose name the water service account is listed in the city utility billing office.

METER. The device or any portion of a device that detects, records, transmits, or operates valving associated with tracking and billing of water used by customers.

RIGHT OF WAY. A strip of land for public highway purposes, including the roadway, shoulders, drainage, and utilities. It represents the area where the City of Piqua has the legal right to construct and maintain transportation or utilities.

SPECIFICATIONS. Specifications for construction, available in the Community Services Office, office of the City Engineer.

WATER SYSTEM. The water system shall be defined as a water utility owned and operated by the city. Consisting of all components that pump, treat, hold, convey or store water produced by Piqua Public Water System.

('97 Code, § 54.51) (Ord. 31-83, passed 11-7-83; Am. Ord. 20-12, passed 10-16-12; Am. Ord. 11-22, passed 11-1-22)

§ 53.41 OPERATION OF CURB STOPS AND HYDRANTS.

No one except a member of the Fire Department or any employee of the Utilities Department~~water system~~, in the performance of his or her duties, may turn water on or off at the curb stopcock, fire hydrant or valve, or at a water meter, without permission of the water system.

('97 Code, § 54.30) (Ord. 31-83, passed 11-7-83; Am. Ord. 20-12, passed 10-16-12; Am. Ord. 11-22, passed 11-1-22) Penalty, see § 10.99

§ 53.42 EMERGENCY LIMITATIONS.

It is unlawful for the consumer to disobey the orders of the City Manager or his designee, the Water System Superintendent, Fire Chief or their authorized representatives directing the limitation of, or discontinuance of, the use of water during an emergency.

('97 Code, § 54.31) (Ord. 31-83, passed 11-7-83; Am. Ord. 20-12, passed 10-16-12; Am. Ord. 11-22, passed 11-1-22) Penalty, see § 10.99

§ 53.43 WATER SYSTEM AND CONSUMER RESPONSIBILITY.

(A) The water system assumes responsibility for repair and maintenance of all water service lines and appurtenances, including fire services, from the main to the shut-off at or near the Right of Way boundary~~property line~~, beginning two years from the date of initial

turn-on. For existing fire services without a shut-off at or near the Right of Way boundaryproperty line, the city's responsibility shall end at or near the Right of Way boundaryproperty line. This includes repair and maintenance of curb boxes and curb stops or meter installations and detector check valves when located on or near the Right of Way boundaryproperty line. Maintenance and repair of sump pumps, jockey pumps, ~~siamese~~Siamese connection and equipment necessary for their operation are the consumer's responsibility regardless of location. Repair and maintenance of water meters are the water system's responsibility regardless of the location of the installation.

(B) The consumer shall maintain, in good repair, that portion of the service line on the property side of the shut-off valve at or near the property line, and shall protect the same from frost or freezing.

(C) The consumer shall have installed and shall maintain his or her plumbing system where water meters are located inside a building, in such a manner that there shall be no tension, strain, or weight on the meter. Failure of the consumer or property owner to properly maintain plumbing systems, service lines, and appurtenances on the property side of the shut-off valve shall be cause for the water system to discontinue service or affect repairs at the owner's costs, whichever the water system deems appropriate.

('97 Code, § 54.32) (Ord. 31-83, passed 11-7-83; Am. Ord. 20-12, passed 10-16-12; Am. Ord. 11-22, passed 11-1-22) Penalty, see § 10.99

§ 53.44 TAPS AND SERVICE LINES.

(A) All services other than fire services shall be metered in accordance with the terms of this chapter. Fire services shall be metered or monitored with a detector check valve in accordance with provisions of § 53.48(A) and such other applicable sections of this chapter relating to meter installations. If non-fire related usage is detected it will be billed at the normal water usage rate.

(B) All taps into the city water mains shall be made by water system personnel or a contractor approved by the water system, and the location of the taps shall be at the discretion of the water system. City will not tap larger than two inches.

(C) Service line and meter setting installations and all associated costs, including all materials, permits, labor, excavation, equipment, and all meters ~~two inches and larger~~, and detector check meters are the responsibility of the consumer.

(D) All meters and materials used in service installations shall be approved and meet the specifications, on file in the Community Services Department. ~~of the water system.~~

(E) Permit Process. The consumer shall submit ~~his or her~~ plans, specifications, and schedules to the Community Services Department ~~water system~~ for review and approval in sufficient time for their review and approval ~~by the water system~~ before making application for service connections. One copy of the approved plans and specifications shall be on the job site when any related work is being performed.

(F) No alterations or additions shall be made ~~into~~ any pipe between the water main and the meter, nor shall any change be made in meters or meter settings without written permission of the Utilities Department~~water system~~.

(G) Service connections may be obtained upon application, in writing and accompanied by the proper fee, at the Community Services Department~~City Engineer's office~~.

(H) Service connection fees are updated in section 53 of Piqua Codified Ordinance~~on file at the office of the City Engineer and Water System Superintendent and are available upon request~~.

('97 Code, § 54.33) (Ord. 31-83, passed 11-7-83; Am. Ord. 20-12, passed 10-16-12; Am. Ord. 11-22, passed 11-1-22) Penalty, see § 10.99

§ 53.45 INSPECTION REQUIRED.

No service will be turned on for any installation until it has been inspected and approved by the appropriate city departments, including the Utilities Department~~water system~~.

('97 Code, § 54.41) (Ord. 31-83, passed 11-7-83; Am. Ord. 20-12, passed 10-16-12; Am. Ord. 11-22, passed 11-1-22) Penalty, see § 10.99

§ 53.46 TEMPORARY WATER SERVICES FOR CONSTRUCTION OR DEMOLITION.

(A) Water ~~may~~will be furnished for construction purposes from the nearest practicable source to the construction site as determined by the Utilities Department~~water system~~. ~~All water used for such purposes must be metered through meters furnished by the city. Water may be made available from the City of Piqua bulk water supply locations if determined by the Utilities Department.~~

~~(B) Application for temporary service must be made at the Utilities Business Office in writing, and by such application, persons requesting service assume full responsibility for the water system's property during the entire service period. A service charge will be made for the furnishing of the metering equipment. Water used and monthly meter charges will be billed at the current rates. Monthly meter charges will commence on the day the meter is furnished, and will be charged for each 30-day period or portion of a 30-day period thereafter, until the meter is returned to the water system.~~

('97 Code, § 54.42) (Ord. 31-83, passed 11-7-83; Am. Ord. 20-12, passed 10-16-12; Am. Ord. 11-22, passed 11-1-22)

§ 53.47 BACKFLOW AND CROSS-CONNECTION CONTROL.

(A) No person, firm or corporation shall establish or permit to be ~~established, reestablished or~~ maintain or permit to ~~be maintained~~maintain any connection whereby a

private, auxiliary or emergency water supply other than the regular public water supply of the city may enter the supply or distributing system of the city. Any private, auxiliary or emergency supplies and ~~the method~~method of connection and use of the supply shall have the approval of the Utilities Department~~water system~~, the Ohio Environmental Protection Agency and the Ohio Department of Health.

(B) No person, firm, or corporation shall establish or permit to be established, or maintain or permit to be maintained any direct connection between the public water supply of the city and any potentially hazardous, toxic or injurious manufacturing process or any drainage or sewer system.

(C) The City Plumbing Inspector, Water System Superintendent, or their authorized representatives, after verbal or written notification, shall have the right to enter at any reasonable time any property served by a connection to the public water supply or distributing system of the city for the purpose of inspecting the piping system or systems thereof. The owner, lessees or occupants of any property served shall furnish to the Plumbing Inspector or Water System Superintendent any information which they may request regarding the piping system or systems or water use on the property. The refusal of this information shall, within the discretion of the Plumbing Inspector or Water System Superintendent, be deemed evidence of improper connections as provided in these rules and regulations.

(D) The Water System Superintendent is hereby authorized and directed to discontinue, after reasonable written notice to the occupant thereof, the water service to any property wherein any connection in violation of these rules and regulations is known to exist, and to take any other precautionary measures as he or she may deem necessary to eliminate any danger of contamination of the public water supply. Water service to the property shall not be restored until these ~~conditions shall~~conditions have been eliminated or corrected in compliance with the provisions of these rules and regulations.

(E) An approved backflow prevention device shall be installed on each service line to a consumer's water system serving premises where, in the judgment of the Plumbing Inspector or Water System Superintendent, actual or potential hazards to the public potable water system exist.

(F) An approved backflow prevention device shall be installed on each service line to a consumer's water system serving premises where any of the following conditions exist:

(1) Premises having an auxiliary water supply;

(2) Premises on which any substance is handled in such a fashion as to create an actual or potential hazard to the public potable water system. This shall include premises having sources or systems containing process fluids or waters originating from the public potable water system which are no longer under the sanitary control of the Utilities Department~~Water System Superintendent~~;

(3) Premises having internal cross-connections that, in the judgment of the Plumbing Inspector or Water System Superintendent, are not correctable, or intricate plumbing

arrangements which make it impractical to determine ~~whether or not~~whether cross-connections exist;

(4) Premises where, because of security requirements or other prohibitions or restrictions, it is impossible or impractical to make a complete cross-connection survey; or

(5) Premises ~~having~~have a repeated history of cross-connections being established or re-established.

(G) An approved backflow prevention device shall be installed on each service line to a consumer's water system serving, but not necessarily limited to, the following types of facilities, unless the Plumbing Inspector and the Water System Superintendent determine that no actual or potential hazard to the public potable water system exists:

(1) Hospitals, mortuaries, clinics, nursing homes;

(2) Laboratories;

(3) Sewage treatment plants, sewage pumping stations or storm water pumping stations;

(4) Food or beverage processing plants;

(5) Chemical plants;

(6) Metal plating industries;

(7) Petroleum processing or storage plants;

(8) Radioactive material processing plants or nuclear reactors;

(9) Car washes; and

(10) Others specified by the Plumbing Inspector or ~~Utilities Department~~Water System Superintendent.

(H) The type of backflow protection required under these rules and regulations shall depend on the degree of hazard which exists as follows:

(1) An approved air gap separation shall be installed where the public potable water system may be contaminated with substances that could cause a severe health hazard.

(2) An approved air gap separation or an approved reduced pressure principal backflow prevention device shall be installed where the public potable water system may be contaminated with a substance that could cause a system or health hazard.

(3) An approved air gap separation or an approved reduced pressure ~~principle~~principal backflow prevention device or an approved double check valve assembly shall be installed where the public potable water system may be polluted with substances that could cause a pollution hazard not dangerous to health.

(I) Backflow prevention devices required by these rules and regulations shall be installed to the specifications of, and at no cost ~~to~~, the water system.

(J) It shall be the duty of the consumer at any premises on which backflow prevention devices required by these rules and regulations are installed to have inspections, tests and overhaul made in accordance with the following schedule or more often when inspections indicate a need.

(1) Air separation shall be inspected at the time of installation and at least once every 12 months thereafter.

(2) Double check valve assemblies shall be inspected and tested for tightness at the time of installation and at least every 12 months thereafter. They shall be dismantled, inspected internally, cleaned, and repaired whenever needed and at least every 30 months.

(K) Inspections, tests, and overhaul of backflow prevention devices shall be at the expense of the ~~consumer, and~~ consumer and shall be performed only by persons approved by the water system as qualified to inspect, test, and overhaul the devices.

(L) Backflow prevention devices found to be defective shall be repaired by the consumer without delay.

(M) The consumer must maintain a complete record of each backflow prevention device from purchase to retirement. This record shall include a comprehensive listing of all tests, inspections, and repairs. Records shall be submitted to the Plumbing Inspector or Water System Superintendent when requested.

(N) Backflow prevention devices shall not be bypassed, made inoperative, removed, or otherwise made ineffective without written authorization of the Water System Superintendent.

(‘97 Code, § 54.43) (Ord. 31-83, passed 11-7-83; Am. Ord. 20-12, passed 10-16-12; Am. Ord. 11-22, passed 11-1-22) Penalty, see § 10.99

§ 53.48 FIRE SERVICES.

(A) (1) When any consumer requires an additional line or requires additional water for fire protection ~~in excess of~~ more than that required for his or her normal domestic requirements, a meter or meters for such lines shall be installed to the current specifications of, and at no cost to, the city.

(2) All existing fire services which are unmetered or unmonitored with a detector check meter as of January 1, 1993, may continue to operate at their present level of service indefinitely. However, when any fire service which is unmetered or which is unmonitored, by means of a detector check, is changed by the addition of a riser, or by the extension of the fire system, or by replacement of the meter pit, a meter shall be installed in accordance with city specifications.

('97 Code, § 54.44) (Am. Ord. 50-92, passed 11-16-92)

(B) (1) Plans and information pertaining to existing fire services shall be filed within 60 days of receipt of written request from the water system for such information. The information and plans shall be the same as required for installation of new fire services.

(2) At any ~~time~~time, a fire service or system is found to be contrary to, or in violation of these rules and regulations or any ordinance of the city, any changes as are necessary to make the system compliant shall be made within 60 days after receipt of written notice from the water system.

('97 Code, § 54.45)

(C) (1) Pipes intended for fire service only shall not be tapped or used for the general or domestic supply of the premises, unless provisions for backflow prevention and metering are in compliance with the water system specifications.

(2) (a) Pipes used for new fire services or fire services changed, altered or extended as in division (A)(1) of this section shall be furnished with a detector check metering device or MFM-MCT meter at the consumer's expense. The metering installed shall be acceptable to the city and shall be able to accept a chart meter, which will show times of flow. Installation of the chart meter by the city shall be done at intervals set by the city.

(b) Detector meters will be read and recorded ~~on a monthly basis~~monthly and a permanent record maintained. Easy access shall be maintained by the consumer for the installation and reading of the meters. If the detector meter or chart meter shows unauthorized flow at any time, the water system ~~shall~~should serve written notice to the consumer to eliminate the unauthorized use. If, at any time thereafter, unauthorized use is evident, the city shall install a full flow metering system on the fire service at the expense of the consumer, and usage shall be billed to the consumer as provided by rates for water consumers.

(3) All tanks and cisterns maintained for fire purposes which receive supply in whole or in part from the water system, shall be supplied by metered water. Overflow pipes from fire service tanks or cisterns shall not be directly connected to drains or sewers, and they shall ~~be open to inspection at all times~~always be open to inspection.

(4) Jockey pumps used in fire protection systems shall take water from the metered domestic service.

(5) No person shall install or maintain a water service connection to any premises where a booster pump has been installed on the service line to or within the premises, unless the booster pump is equipped with low pressure cut-off designed to shut off the booster pump when the pressure in the service line on the suction side of the pump drops to ten pounds per square inch gauge or less. It shall be the duty of the consumer to maintain the ~~low pressure~~low-pressure cut-off device in proper working order, and to certify to the water system at least once a year that the device is operable.

(6) No arrangements shall be permitted whereby there may be the slightest possibility of river, rain or polluted water ~~entering into~~entering the public water supply.

('97 Code, § 54.46)

(D) (1) Fire pipes, valves and metering shall be so installed as to ~~be accessible for inspection at all times~~always be accessible for inspection. No fire service pipes shall be supplied with water until all fixtures and appurtenances have been inspected and approved by the water system.

(2) Tests performed on private fire systems and apparatus conducted by the consumer or by insurance inspectors shall be subject to the following provision: At least 48-hours advance notice shall be given to the ~~Utilities Department~~Water System Superintendent and Fire Department that tests are to be performed and the date and approximate time of the tests.

('97 Code, § 54.47)

(E) No charge shall be made for water used to extinguish fires.

('97 Code, § 54.48) (Ord. 31-83, passed 11-7-83; Am. Ord. 20-12, passed 10-16-12; Am. Ord. 11-22, passed 11-1-22) Penalty, see § 10.99

§ 53.49 WATER MAIN EXTENSIONS.

(A) Water mains will be extended within and outside the corporation limits according to the following minimum sizes.

- (1) Residential zoned areas: 8-inch
- (2) Commercial zoned areas: 10-inch
- (3) Industrial zoned areas: 12-inch

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

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

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

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

Example: Total cost of water main: \$100,000

Total L.F.:500

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

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

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

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

(E) Service connection fees as listed in § 53.07 shall apply as each water service is connected.

('97 Code, § 54.49) (Ord. 31-83, passed 11-7-83; Am. Ord. 20-12, passed 10-16-12; Am. Ord. 11-22, passed 11-1-22)

§ 53.50 COMPLIANCE REQUIRED.

Notwithstanding anything to the contrary, the failure of a consumer to fulfill any of the obligations imposed upon him or her by these detailed system requirements shall authorize the water system, at its option, to discontinue service and/or cause the satisfaction of those obligations at the consumer's expense, which shall be collected via the consumer's utility bill or certified to the county for assessment on the consumer's tax duplicate.

('97 Code, § 54.50) (Ord. 31-83, passed 11-7-83; Am. Ord. 20-12, passed 10-16-12; Am. Ord. 11-22, passed 11-1-22) Penalty, see § 10.99

§ 53.51 MATERIAL SPECIFICATIONS.

A list of those materials and equipment and construction details acceptable to the city will be kept current and made available to the public at the offices of the City Engineer and Water System Superintendent.

('97 Code, § 53.52) (Ord. 31-83, passed 11-7-83; Am. Ord. 20-12, passed 10-16-12; Am. Ord. 11-22, passed 11-1-22)

OTHER REGULATIONS

§ 53.60 USE OF WATER TOWERS FOR CELLULAR COMMUNICATIONS.

(A) Generally. The City of Piqua ("city") may enter into agreements with cellular phone service providers ("tenant") to place transmitting and receiving equipment for cellular phone service on municipal water towers. Lease agreements between the city and such tenants will be according to the policy established in this section.

(B) Installation and maintenance of cellular phone equipment and facilities.

(1) All installation and maintenance of cellular phone transmitting and receiving equipment, and accessory facilities, will be conducted totally at the expense of the tenant, and at no expense to the city.

(2) Tenant assumes full responsibility for the construction of any approved buildings and for ~~being in compliance with~~ following all code requirements and regulations of governmental authorities having jurisdiction over the construction. The construction work shall proceed without any (or minimal) interference or disruption to the current operations of the Water Department and the other departments of the city. Tenant shall, upon reasonable notice, make all portions of the overhead tank of the city available for maintenance or repair by the city, including but not limited to reasonable repainting and related work, upon the request and ~~at~~ the direction of the city.

(3) All cable connections and antennae of tenant that are placed on or lead to the water tower shall be placed and secured in a manner safe to all. Tenant shall be solely responsible for securing and maintaining the antennae, cable and other equipment in a safe and secure manner. ~~Tenant's~~ Tenants' use shall be non-exclusive since the city reserves the right to lease water tower space to other cellular phone service providers.

(4) All modifications to the tower and city-owned property must be approved by the city prior to the commencement of any construction.

(5) Tenant will maintain all equipment and facilities in such a manner ~~so as to~~ provide an appearance acceptable to the city.

(C) Rights and responsibilities of the city.

(1) The city shall approve the exact location of all fixtures and equipment on the tower and all city-owned property.

(2) The city will determine how many tenants may occupy each water tower.

(D) Sub-lease. Tenant may not sub-lease or otherwise transfer ~~its~~ its right to use a city water tower without the written consent of the city. Tenant will indemnify and hold the city harmless from all claims arising out of the leasehold. Tenant shall be liable for all property damage resulting from ~~tenant's~~ tenants' negligence.

(E) Rental rate. The monthly rental rate for 202~~63~~ is \$~~2,171.22~~ 046.59 per tenant, per tower. The rental rate will be increased by 3% on ~~November~~ January 1~~5~~ of each year, unless otherwise revised by ~~contractual languagethe~~ the City Commission.

(F) Authorization of City Manager to enter into agreement. The City Manager is authorized to enter into agreements with cellular phone service providers on behalf of the city in accordance with this policy.

(G) Modification of provisions of this policy. The City Commission may waive or modify any of the conditions to this policy at its discretion.

(‘97 Code, § 97.08) (Ord. 23-00, passed 8-7-00; Am. Ord. 8-06, passed 5-1-06; Am. Ord. 20-12, passed 10-16-12; Am. Ord. 11-22, passed 11-1-22)

APPENDIX: WATER SUMMARY OF RATES AND FEES

§ 53.01 RATES WITHIN CITY.

Please reference attached Appendix for water rates and fees.

~~—(1) Bracket One. The first 1,000 gallons, or any part thereof, consumed per month.~~

| Size of Meter | Effective 1/1/2023 | Effective 1/1/2024 | Effective 1/1/2025 |
|--------------------------|-------------------------------|-------------------------------|-------------------------------|
| 5/8-inch | \$28.23 | \$28.23 | \$28.23 |
| 3/4-inch | \$38.29 | \$38.29 | \$38.29 |
| 1-inch | \$50.25 | \$50.25 | \$50.25 |
| 1-1/2-inch | \$71.08 | \$71.08 | \$71.08 |
| 2-inch | \$177.58 | \$177.58 | \$177.58 |
| 3-inch | \$259.59 | \$259.59 | \$259.59 |
| 4-inch | \$432.70 | \$432.70 | \$432.70 |
| 6-inch | \$840.32 | \$840.32 | \$840.32 |
| 8-inch | \$1,472.01 | \$1,472.01 | \$1,472.01 |
| 10-inch | \$2,104.11 | \$2,104.11 | \$2,104.11 |
| 12-inch | \$2,736.01 | \$2,736.01 | \$2,736.01 |

-
~~—(2) Bracket Two. Monthly charge for water in excess of 1,000 gallons, but not exceeding 25,000 gallons shall be \$10.40 per 1,000 gallons.~~

| Effective 1/1/2023 | Effective 1/1/2024 | Effective 1/1/2025 |
|--------------------|--------------------|--------------------|
| \$10.40 | \$10.40 | \$10.40 |

-
~~—(3) Bracket Three. Monthly charge for water in excess of 25,000 gallons, but not exceeding 250,000 gallons shall be \$7.34 per 1,000 gallons.~~

| Effective 1/1/2023 | Effective 1/1/2024 | Effective 1/1/2025 |
|--------------------|--------------------|--------------------|
| \$7.34 | \$7.34 | \$7.34 |

-
~~—(4) Bracket Four. Monthly charge for water in excess of 250,000 gallons, but not exceeding 1,000,000 gallons shall be \$6.50 per 1,000 gallons.~~

| Effective 1/1/2023 | Effective 1/1/2024 | Effective 1/1/2025 |
|--------------------|--------------------|--------------------|
| \$6.50 | \$6.50 | \$6.50 |

-
~~—(5) Bracket Five. Monthly charge for water in excess of 1,000,000 gallons, but not exceeding 3,000,000 gallons shall be \$5.75 per 1,000 gallons.~~

| Effective 1/1/2023 | Effective 1/1/2024 | Effective 1/1/2025 |
|--------------------|--------------------|--------------------|
| \$5.75 | \$5.75 | \$5.75 |

-
~~—(6) Bracket Six. Monthly charge for all water in excess of 3,000,000 gallons shall be \$5.17 per 1,000 gallons.~~

| Effective 1/1/2023 | Effective 1/1/2024 | Effective 1/1/2025 |
|--------------------|--------------------|--------------------|
| \$5.17 | \$5.17 | \$5.17 |

-
~~-(C) Private fire service maintenance fees.~~

-

| Size of Tap | Effective 1/1/2023 | Effective 1/1/2024 | Effective 1/1/2025 |
|----------------|--------------------|--------------------|--------------------|
| 4-inch or less | \$31.16 | \$31.16 | \$31.16 |
| 6-inch | \$70.09 | \$70.09 | \$70.09 |
| 8-inch | \$90.15 | \$90.15 | \$90.15 |
| 10-inch | \$127.64 | \$127.64 | \$127.64 |
| 12-inch | \$155.49 | \$155.49 | \$155.49 |

-

~~§ 53.06 WATER SERVICE AND METER INSPECTION FEES.~~

~~-(A) (1) Service fees (including seasonal accounts).~~

-

| | Effective 1/1/2023 | Effective 1/1/2024 | Effective 1/1/2025 |
|--|-----------------------|-----------------------|-----------------------|
| Water-Residential | \$25 | \$25.75 | \$26.52 |
| Water-Commercial and Industrial | \$50 | \$51.50 | \$53.05 |

-

~~-(2) Meter inspection fees.~~

-

| | Effective 1/1/2023 | Effective 1/1/2024 | Effective 1/1/2025 |
|--|-----------------------|-----------------------|-----------------------|
| Water-Residential | \$50 | \$52 | \$53 |
| Water-Commercial and Industrial | \$100 | \$103 | \$106 |

-

~~-(B) Customer Specific Service Call. For all service calls outside normal duty hours, a charge will be made.~~

-

| | Effective 1/1/2023 | Effective 1/1/2024 | Effective 1/1/2025 |
|--|--------------------|--------------------|--------------------|
|--|--------------------|--------------------|--------------------|

| | | | |
|------------------------|----------|----------|----------|
| Off hours service call | \$100.00 | \$103.00 | \$106.09 |
|------------------------|----------|----------|----------|

-
~~-(C) Meter test fee. If a meter registers within the accuracy limits, a fee will be charged.~~

| | Effective 1/1/2023 | Effective 1/1/2024 | Effective 1/1/2025 |
|----------------|--------------------|--------------------|--------------------|
| Meter Test Fee | \$75 | \$77 | \$80 |

-
~~-(F) Annual backflow recertification fee per device.~~

| | Effective 1/1/2023 | Effective 1/1/2024 | Effective 1/1/2025 |
|--|-----------------------|-----------------------|-----------------------|
| Annual backflow recertification fee | \$25.00 | \$25.75 | \$26.52 |

-
~~-(G) Water laboratory outside customer testing fees.~~

Effective 1/1/2023

Effective 1/1/2024

Effective 1/1/2025

~~Harmful Algae Bloom (HAB)~~

~~\$80.00~~

~~\$82.40~~

~~\$84.87~~

~~Algae-Total Microcystins-ADDA-Automated (Ohio EPA-DES701.0-A)~~

~~Total Coliform with OEPA Submission~~

~~—Micro-Colilert-24(SM9)~~

~~\$30.00~~

~~\$30.90~~

\$31.83

~~(H) Water hydrant meter rentals.~~

-

| | Effective 1/1/2023 | Effective 1/1/2024 | Effective 1/1/2025 |
|-------------------------------------|-----------------------|-----------------------|-----------------------|
| Water Hydrant Meter Fee | \$100.00 | \$103.00 | \$106.09 |
| Water Meter Hydrant Monthly Charge | \$20.00 | \$20.60 | \$21.22 |
| Water Usage per 1,000 Gallons | \$10.40 | \$10.40 | \$11.40 |
| Refundable Deposit (Loss or Damage) | \$1,500.00 | \$1,545.00 | \$1,591.35 |

-

~~(H)~~ Water haulers fees. Fees are ~~pre-paid~~prepaid at the Utility Business Office and station is located at WTP.

| | Effective 1/1/2023 | Effective 1/1/2024 | Effective 1/1/2025 |
|-------------------------------|-----------------------|-----------------------|-----------------------|
| Annual account charge | \$36.00 | \$37.08 | \$38.19 |
| Water usage per 1,000 gallons | \$11.00 | \$11.33 | \$11.67 |

-

~~§ 53.07 NEW SERVICE.~~

~~(A) The tap-in charge for a new service shall be according to the following schedule.~~

-

| | Effective 1/1/2023 | Effective 1/1/2024 | Effective 1/1/2025 |
|---------------------|--------------------|--------------------|--------------------|
| Up to 1-inch | \$1,500.00 | \$1,545.00 | \$1,591.35 |
| 2-inch | \$4,000.00 | \$4,120.00 | \$4,243.60 |
| 4-inch | \$8,000.00 | \$8,240.00 | \$8,487.20 |
| Greater than 6-inch | \$20,000.00 | \$20,600.00 | \$21,218.00 |

-

~~(D) The tap-in charge for fire service only shall be as follows:~~

-

| | Effective 1/1/2023 | Effective 1/1/2024 | Effective 1/1/2025 |
|---------------------|--------------------|--------------------|--------------------|
| Up to 1-inch | \$1,500.00 | \$1,545.00 | \$1,591.35 |
| 2-inch | \$4,000.00 | \$4,120.00 | \$4,243.60 |
| 4-inch | \$8,000.00 | \$8,240.00 | \$8,487.20 |
| Greater than 6-inch | \$20,000.00 | \$20,600.00 | \$21,218.00 |

-
(Ord. 11-22, passed 11-1-22)

City of
PIQUA COMMISSION AGENDA
 STAFF REPORT

| | | |
|---|--|-----|
| MEETING DATE | May 5, 2026 | |
| REPORT TITLE | Ordinance No. O-06-26 (Third Reading) Updating Chapter 52, in the City of Piqua Charter and Ordinances | |
| SUBMITTED BY | RJ Monnier, Director Power | |
| AGENDA CLASSIFICATION | Ordinance | |
| BACKGROUND | Piqua Power System is proposing updates to Chapter 52 — General Utility Rates (Electric) of the Piqua Code of Ordinances, including adjustments to existing rates and the addition of a new rate as outlined in the attached Exhibit A. The changes follow a cost-of-service and rate study by Sawvel & Associates. The proposed rate plan was presented to the Energy and Utility Board at its March 31, 2026 meeting, and the Board unanimously recommended that it be referred to the Piqua City Commission for consideration. If approved, this would be the first adjustment to electric base rates since 2015. | |
| BUDGET/FINANCIAL IMPACT (Project costs and funding sources) | Budgeted \$: | NA |
| | Expenditure \$: | NA |
| | Source of Funds: | 401 |
| | Narrative: | |
| ATTACHMENTS | <ol style="list-style-type: none"> 1. Appendix A Redline 2. Chapter_52_Redlines | |

Ordinance No. O-06-26 (Third Reading)
Updating Chapter 52, in the City of Piqua Charter and Ordinances

WHEREAS, The Piqua Power System commissioned a cost of service and rate study; and

WHEREAS, that study identified the need to adjust the rates charged to City of Piqua ratepayers; and

WHEREAS, in order for the Electric Fund, as an Enterprise Fund of the city, to remain solvent and maintain the minimum cash reserve on hand.

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

SEC. 1: Chapter 52 of the Piqua Code is hereby updated as presented in attached document.

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

JAMES D. VETTER, MAYOR

PASSED: _____

ATTEST: _____
CLERK OF COMMISSION

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

| | |
|-----------------------------|-------|
| Mayor James D. Vetter | _____ |
| Commissioner Frank DeBrosse | _____ |
| Commissioner Paul Simmons | _____ |
| Commissioner Rick Walker | _____ |
| Commissioner Philip Wead | _____ |

- 1 Piqua Municipal Power System
 - Electric Rates
 - Exhibit A
 - Ordinance No. 16-14

Piqua Municipal Power System
Electric Rates

RESIDENTIAL SERVICE – SCHEDULE R

APPLICABLE:

This schedule is applicable to electric service for residential dwellings, and churches.

CHARACTER OF SERVICE:

Single or three phase, 60 Hertz, alternating current will be supplied at standard voltages as available through one transformer.

MONTHLY RATES AND CHARGES (Effective For Billings After ~~01/06/15/2015~~2026):

| | | | |
|-------------------------|-----------|---|---|
| | - | - | - |
| Customer Charge: | \$15.00 | | |
| Energy Charge (\$/kWh): | \$0.09969 | | |

| Rate | 2026 | 2027 | 2028 | 2029 |
|--------------------------|---------|---------|---------|---------|
| Customer Charge (\$/mo.) | 16.50 | 18.00 | 19.50 | 21.00 |
| Energy Charge (\$/kWh) | | | | |
| All kWh | 0.11840 | 0.12510 | 0.12460 | 0.12410 |

Minimum Charge: The Customer Charge

POWER COST ADJUSTMENT:

Bills computed in accordance with the foregoing rates and charges are subject to adjustment for changes in the cost of fuel and purchased power pursuant to Schedule PCA.

OHIO EXCISE TAX:

Bills computed in accordance with the foregoing rates are subject to the Ohio Excise Tax Rider, Schedule OET.

- 2 Piqua Municipal Power System
Electric Rates
Exhibit A
Ordinance No. 16-14



TERMS AND CONDITIONS:

Service hereunder is subject to the General Service Regulations of the City applicable to Electric Service.

- 3 Piqua Municipal Power System
 - Electric Rates
 - Exhibit A
 - Ordinance No. 16-14

Piqua Municipal Power System
Electric Rates

GENERAL POWER SERVICE – SCHEDULE GP

APPLICABLE:

This schedule is applicable to all commercial and industrial customers that do not qualify under Residential Service – Schedule R.

If a customer requests service from the City and that customer is atypical of customers receiving service under the current rate design, the City will revisit its Cost of Service analysis and develop a rate that is representative of the cost to serve such customer. The City may also require a contract for service with said customer if an atypical investment is associated specifically with serving the customer. The City reserves the right to determine, in its sole judgment, the applicability of this Schedule to a customer requesting service.

CHARACTER OF SERVICE:

Single or three phase, 60 Hertz alternating current will be supplied at standard voltages as available through one transformation.

MONTHLY RATES AND CHARGES (Effective For Billings After 01/06/15/20152026):

Commercial

Customer Demand Less than 500 Kilowatts

Where customer demand for the billing period was less than 500 kilowatts:

| | | | |
|-------------------------|----------|---|---|
| | - | - | - |
| Customer Charge: | \$20.00 | | |
| Demand Charge (\$/kW): | | | |
| First 5 kW | \$0.00 | | |
| All Above 5 kW | \$15.90 | | |
| Energy Charge (\$/kWh): | | | |
| First 600 kWh | \$0.1111 | | |
| All over 600 kWh | \$0.048 | | |

4 Piqua Municipal Power System
 Electric Rates
 Exhibit A
 Ordinance No. 16-14

| Rate | 2026 | 2027 | 2028 | 2029 |
|--------------------------|---------|---------|---------|---------|
| Customer Charge (\$/mo.) | 25.00 | 30.00 | 35.00 | 40.00 |
| Demand Charge (\$/kW) | | | | |
| First 5 kW | - | - | - | - |
| All Above 5 kW | 15.90 | 15.90 | 15.90 | 15.90 |
| Energy Charge (\$/kWh) | | | | |
| First 600 kWh | 0.12300 | 0.12500 | 0.12500 | 0.12500 |
| All Over 600 kWh | 0.06750 | 0.07490 | 0.07560 | 0.07620 |

Minimum Charge: The Customer Charge plus the Demand Charge

Industrial

Customer Demand 500 Kilowatts or More (Effective For Billings After 01/06/15/20152026):

Where customer demand for the billing period was greater than or equal to 500 kilowatts:

| | | | |
|-------------------------|-----------|---|---|
| | - | - | - |
| Customer Charge: | \$65.00 | | |
| Demand Charge (\$/kW): | | | |
| All kW | \$15.15 | | |
| Energy Charge (\$/kWh): | | | |
| First 200,000 kWh | \$0.0475 | | |
| All over 200,000 kWh | \$0.04557 | | |

| Rate | 2026 | 2027 | 2028 | 2029 |
|--------------------------|---------|---------|---------|---------|
| Customer Charge (\$/mo.) | 130.00 | 195.00 | 260.00 | 325.00 |
| Demand Charge (\$/kW) | | | | |
| All kW | 15.90 | 16.70 | 17.55 | 18.45 |
| Energy Charge (\$/kWh) | | | | |
| First 200,000 kWh | 0.06050 | 0.06250 | 0.06090 | 0.05920 |
| All Over 200,000 kWh | 0.06050 | 0.06250 | 0.06090 | 0.05920 |

Minimum Charge: The Customer Charge plus the Demand Charge

BILLING DEMAND:

- 5 Piqua Municipal Power System
 - Electric Rates
 - Exhibit A
 - Ordinance No. 16-14

The monthly billing demand shall be:

The maximum fifteen (15) minute integrated KW demand for the billing month; determined as follows shall be the greater of:

- a. On peak is defined as 100% of the maximum demand recorded during the hours beginning 0800 until 2330 on Monday through Friday.
- b. Off peak is defined as 25% of the maximum demand recorded during all hours not included in a) and in addition shall also include the following Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

ADJUSTMENT FOR PRIMARY METERING:

Where a transformer installation (regardless of ownership) is utilized solely to furnish service to a single customer, the Piqua Municipal Power System may elect to meter the service on the primary side of the transformer in which case the metered demand and energy shall each be reduced 1%.

ADJUSTMENT FOR PRIMARY SERVICES:

If, at the option of the customer, electric service is rendered and metered at a primary voltage of the Piqua Municipal Power System, metered demand will be reduced 5% and metered energy will be reduced 1%. To qualify for this adjustment, customer must own, operate and maintain all necessary transforming, controlling, regulating and protective equipment.

ADJUSTMENT FOR POWER FACTOR:

The maximum fifteen-minute kilowatt of demand for the month shall be increased by 1% for each 1% or major fraction thereof that the average power factor is less than 85% lagging.

$$\text{AVERAGE POWER FACTOR} = \frac{\text{KWH}}{\sqrt{\text{KWH}^2 + \text{KVARH}^2}}$$

POWER COST ADJUSTMENT:

Bills computed in accordance with the foregoing rates and charges are subject to adjustment for changes in the costs of fuel and purchased power pursuant to Schedule PCA.

- 6 Piqua Municipal Power System
Electric Rates
Exhibit A
Ordinance No. 16-14

OHIO EXCISE TAX:

Bills computed in accordance with the foregoing rates are subject to the Ohio Excise Tax Rider, Schedule OET.

TERMS AND CONDITIONS:

Service hereunder is subject to the General Service Regulations of the City applicable to Electric Service.

- 7 Piqua Municipal Power System
 - Electric Rates
 - Exhibit A
 - Ordinance No. 16-14

Piqua Municipal Power System
Electric Rates

PRIVATE OUTDOOR LIGHTING SERVICE – SCHEDULE OL

APPLICABLE:

To all consumers served by the Piqua Municipal Power System.

CHARACTER OF SERVICE:

This service is available for all outdoor lighting service to any consumer when such service can be supplied by the installation of lighting fixtures on existing City poles and supplied directly from existing secondary circuits, except as provided herein. The Piqua Municipal Power System reserves the right to approve or disapprove any or all customer requests for private outdoor lighting installations, including the application, number and location of fixtures, poles and aerial spans.

RATE (Effective For Billings After ~~01/06/15~~/20152026):

For each lamp with luminaire and, where needed, an upsweep arm not over six (6) feet in length, controlled automatically, where service is supplied from existing facilities of the City:

| | | <u>Estimated kWh</u> |
|-------------------------------|--|----------------------|
| 100 Watt High Pressure Sodium | \$ 7.92 <u>9.08</u> per month | 41 |
| 250 Watt High Pressure Sodium | \$ 10.28 <u>11.79</u> per month | 103 |
| 400 Watt Metal Halide | \$ 17.26 <u>19.80</u> per month | 157 |
| 1000 Watt Metal Halide | \$ 20 <u>24.03</u> per month | 331 |

POWER COST ADJUSTMENT

Bills computed in accordance with the foregoing rates and charges are subject to adjustment for changes in the costs of fuel and purchased power pursuant to Schedule PCA.

OHIO EXCISE TAX:

Bills computed in accordance with the foregoing rates are subject to the Ohio Excise Tax Rider, Schedule OET.

AERIAL SERVICE:

Secondary aerial spans shall be supplied, where necessary, for an additional charge of \$0.60 per month per span.

- 8 Piqua Municipal Power System
Electric Rates
Exhibit A
Ordinance No. 16-14

Additional 30 ft. class 6 wood poles shall be supplied and installed, only on the consumer's private property, for an additional charge of \$1.90 per month per standard wood pole.

Additional 35 ft. class 4 wood poles shall be supplied and installed, only on the consumer's private property, for an additional charge of \$2.30 per month per standard wood pole.

TERMS AND CONDITIONS:

All service and necessary maintenance will be performed only during the regular scheduled working hours of the City. It is the intent of the Piqua Municipal Power System to effect repairs within three (3) days of failure notification except during system emergency conditions.

All electric service of the City is rendered under and subject to the General Service Regulations.

- 9 Piqua Municipal Power System
Electric Rates
Exhibit A
Ordinance No. 16-14

Piqua Municipal Power System
Electric Rates

TEMPORARY ELECTRIC SERVICE – SCHEDULE TS

APPLICABLE:

Applicable service for only a short period of time such as traveling shows, carnivals, fairs, church socials, construction sites, etc. Not applicable to service to recurring seasonable loads.

MONTHLY RATES AND CHARGES (Effective For Billings After 01/06/15/2015-2026):

In cases where service is available from existing Piqua Municipal Power System facilities, the customer will be billed a \$100 temporary service charge. In addition, the customer will be billed under the appropriate rate schedule for power usage.

Where the Piqua Municipal Power System is required to install additional facilities that will not be used in providing permanent service to the customer, the customer will be charged the total estimated cost of installing and removing the temporary facilities. This estimated temporary facility charge will take the place of the normal \$100 charge outlined above. In addition, the customer will be billed under the appropriate rate schedule for power usage.

OHIO EXCISE TAX:

Bills computed in accordance with the foregoing rates are subject to the Ohio Excise Tax Rider, Schedule OET.

POWER COST ADJUSTMENT:

Bills computed in accordance with the above provisions are subject to adjustment for changes in the cost of fuel and purchased power pursuant to Schedule PCA.

Piqua Municipal Power System
Electric Rates

OHIO EXCISE TAX RIDER- SCHEDULE - OET

APPLICABLE:

In accordance with Section 5727 of the Ohio Revised Code an Excise Tax Surcharge shall be assessed on all monthly-consumed kWhs (kilowatt-hours) of electricity distributed through the meter of an end user in the State of Ohio, by the City of Piqua Municipal Power System. "The meter of an end user in this state means the last meter used to measure the kilowatt hours distributed by an electric distribution company to a location in this state or the last meter located outside of this state that is used to measure the kilowatt hours consumed at a location in this state. If no meter is used to measure the kilowatt hours of electricity distributed by the company, the rates shall apply to the estimated kilowatt hours distributed to an un-metered location in this state".

CHARGE:

The Ohio excise tax is applicable to all electric consumption on and after May 1, 2001. The Rates to be charged are as follows subject to automatic adjustment based on any future amendment to the Ohio Revised Code.

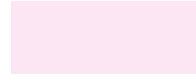
For a consumption period of 30 days the Ohio excise tax is the sum of the following:

First 2,000 kWh consumed times \$0.00465 per kWh
Next 13,000 kWh consumed times \$0.00419 per kWh
Over 15,000 kWh consumed times \$0.00363 per kWh

For a consumption period other than 30 days the Ohio excise tax is the sum of the following:

First 67 kWh consumed times \$.00465 times number of days in the consumption period
Next 433 kWh consumed times \$.00419 times number of days in the consumption period
Over 500 kWh consumed times \$.00363 times number of days in the consumption period

11 Piqua Municipal Power System
Electric Rates
Exhibit A
Ordinance No. 16-14



Piqua Municipal Power System
Electric Rates

POWER COST ADJUSTMENT - SCHEDULE PCA

APPLICABLE:

The Power Cost Adjustment (PCA) is applicable to electric rate schedules as noted herein. The calculation of monthly bills pursuant to the rates and charges therein shall be subject to adjustment for changes in the cost of fuel and purchased power by applying a unit charge or credit to the total kilowatt-hours (kWh) represented by the bill.

OVERVIEW:

This PCA calculation is intended to be based on forward looking projections of fuel, purchase power and other power supply related costs, including costs associated with the design, planning and development of potential power supply facilities or resources, as well as projections of kWh sales, for the period. The calculation is further intended to be performed at a minimum six month interval or more frequently, if required, to accomplish recovery of fuel related cost in a timely manner. The calculation also includes a provision to reconcile over or under collection of cost from previous periods based on actual cost versus projected cost for the period.

The PCA calculation shall be performed by the Power System Director in a manner consistent with this schedule and initially applied for a maximum seven-month period effective for billings after ~~January~~June 15, ~~2015~~2026. Thereafter, the PCA calculation shall be effective for a maximum of six months. The Power System Director shall review the PCA calculation and shall make new projections for the subsequent six-month periods (i.e., August 15 and February 15 of each year). Following such PCA review and calculation, the Power System Director shall direct the PCA to be applied, as deemed necessary to accomplish recovery of the fuel, purchase power, and other power supply related costs as defined herein in a timely manner. The PCA shall be applied each month as hereinafter stated. The Power System Director shall recalculate and direct application of the PCA at intervals more frequent than six months if actual fuel and purchase power cost vary significantly from projections.

DEFINITION OF FUEL COST:

The cost in dollars and cents of all projected fuel used in the production of electric energy at the Piqua Municipal Power Plant during the applicable time period determined from the projected weighted average cost of such fuel applied to the projected quantity used. The projected weighted average cost of fuel as used shall be defined as the cost of fuel consumed in the Electric System's generating facilities priced at the Piqua Municipal Power System's cost including freight, demurrage, and taxes, of fuel on hand at the beginning of the applicable time period, plus projected cost of fuel received during the

applicable time period, divided by the total quantity of fuel on hand and projected to be received.

DEFINITION OF PURCHASED POWER COST:

The net cost in dollars and cents of all projected purchased power required to supplement the projected generating capacity and energy production of the Electric System during the applicable time period.

The net cost of purchased power shall be the projected total cost billed to the Piqua Municipal Power System for power and energy received from other suppliers, including service and dispatch fees and any power supply related charges billed to the Piqua Power System by its suppliers, less the projected total cost billed by the Piqua Municipal Power System for delivery of power and energy to other parties.

Power supply related charges shall include all costs associated with the design, planning and development of potential power supply facilities or resources.

DETERMINATION OF PCA UNIT CHARGE OR CREDIT:

This adjustment is applicable to and becomes a part of each electric service contract and rate schedule in which reference is made to Power Cost Adjustment, Schedule PCA.

When total fuel cost and purchased power cost increases above or decreases below \$0.0780509387 per kilowatt-hour sold, the rate for electric service shall be increased or decreased in accordance with the following formula:

$$PCA = \frac{P + R}{S} - B$$

Where;

- PCA = Power Cost Adjustment factor, expressed in dollars per kWh rounded to the nearest five decimal places.
- P = Total projected fuel cost and projected purchased power cost during the applicable time period expressed as dollars (\$) as defined in this schedule.
- S = Projected sales (kWh) for the applicable time period for which the fuel cost and purchased power cost (P) is computed.
- R = Reconciliation of the actual cumulative over or under recovery of fuel cost and purchased power cost from preceding applicable time periods including over or under recovery of fuel cost and purchased power cost ~~before January~~ after June 15, ~~2015~~ 2026 expressed as dollars (\$).

14 Piqua Municipal Power System
Electric Rates
Exhibit A
Ordinance No. 16-14

B = Base power supply cost for the schedule of rates and charges provided by this Ordinance, B shall be \$0.0780509387 per kWh sold.

Piqua Municipal Power System
Electric Rates

CITY OWNED PARKS FACILITIES – SCHEDULE CP

APPLICABLE:

This schedule is applicable to electric service for all City owned park facilities.

CHARACTER OF SERVICE:

Single or three phase, 60 Hertz, alternating current will be supplied at standard voltages.

MONTHLY RATES AND CHARGES (Effective For Billings After 0106/15/20152026):

Customer Charge: \$~~1521~~.00 per month

Energy Charge: \$0.~~099691241~~ per kWh for all kilowatt hours

Minimum Charge: Customer Charge

POWER COST ADJUSTMENT:

Bills computed in accordance with the foregoing rates and charges are subject to adjustment for changes in the cost of fuel and purchased power pursuant to Schedule PCA.

OHIO EXCISE TAX:

Bills computed in accordance with the foregoing rates are subject to the Ohio Excise Tax Rider, Schedule OET.

TERMS AND CONDITIONS:

The first 75,000 kWh used by the City owned parks facilities each year shall be provided at no charge. All electric provided above 75,000 kWh annually will be billed under this rate schedule.

Piqua Power System
Electric Rates

TRANSMISSION ACCESS SERVICE – SCHEDULE TAS

APPLICABLE:

This schedule is applicable to customers that request service at transmission voltage and have monthly contract demand equal to or greater than 5,000 kW. A customer served under this rate schedule (“TAS Customer”) must enter into a service agreement with City that among other terms requires the TAS Customer to pay for all interconnection costs, along with such other terms and conditions that City in its sole discretion deems reasonable under the circumstances. City will separately secure generation, transmission, and ancillary service for each TAS Customer served under this rate schedule and customers under this schedule shall be separately billed for the cost of PJM capacity, transmission service, energy charges, and ancillary services, including service fees from the City’s generation provider. The City’s generation provider for the Piqua Power System (Power System) will, at the City’s direction, determine the share of monthly capacity, transmission, energy, and ancillary costs that are attributable to the TAS Customer. The TAS Customer shall not be served from existing Piqua Power System capacity and energy resources.

CHARACTER OF SERVICE:

Three phase, 60 Hertz alternating current will be supplied at standard transmission voltage (69 kV), or such other transmission voltage as determined by City and set forth in an Agreement with the TAS Customer. The TAS Customer is responsible for all transforming, controlling, regulating and protective equipment and its operation and maintenance for voltages less than 69 kV unless other arrangements are made with the Power System.

MONTHLY RATES AND CHARGES:

| Rate | 2026 | 2027 | 2028 | 2029 |
|--------------------------|-------------|-------------|-------------|-------------|
| Customer Charge (\$/mo.) | 500.00 | 500.00 | 500.00 | 500.00 |
| Demand Charge (\$/kW) | 2.20 | 2.22 | 2.24 | 2.27 |

Capacity, Transmission, and Energy Charges will be billed directly as incurred and determined by City, or its agent, and as applicable will be grossed up by 1.5% for losses.

Minimum Charge: Customer Charge plus Demand Charge, plus Capacity, Transmission, and Energy Charges.

ENERGY CHARGES:

City will bill Customer based on the generation costs to serve the TAS Customer's specific usage during the billing month, and as applicable will be adjusted for losses on the City's system. The default billing for energy for the TAS Customer will be based on real-time hourly Locational Marginal Pricing (LMP). If requested by the TAS Customer, City will consider working with its agents to secure energy based on an alternative to real-time LMP prices, provided, however, that if such alternative is agreed upon, the TAS Customer will be responsible for 100 percent of the costs of the alternative procurement. City reserves the right to reject an alternative request for any reason.

CAPACITY CHARGES:

Customer will be billed monthly for capacity costs at the same level that City is billed for capacity based on the level of the TAS Customer's load, with such amount increased as applicable for losses on the City's system. Following termination of service under this Rate Schedule, the TAS Customer shall continue to be billed monthly based on the capacity costs billed to City associated with Customer's demand that established the ongoing capacity costs billed to City. This post-service billing for capacity costs shall continue until such time as City is no longer billed for capacity costs based on the TAS Customer's prior demand.

TRANSMISSION CHARGES:

Customer will be billed monthly for transmission costs at the same level that City is billed for transmission based on the level of the TAS Customer's usage and demand, with such amount increased as applicable for losses on the City's system. For the sake of clarity, other charges commonly billed to load serving entities outside of energy, capacity, and purely transmission charges (e.g. PJM ancillary charges) will also be included with the transmission costs and will be billed to customer at the same level that the City is billed based on the TAS Customer's usage and demand, with such amount increased as applicable for losses on the City's system. Following termination of service under this Rate Schedule, the TAS Customer shall continue to be billed monthly based on the transmission costs billed to City associated with Customer's demand and/or usage that established the ongoing transmission cost billed to City. This post-service billing for transmission costs shall continue until such time as City is no longer billed for transmission costs based on the TAS Customer's prior demand and/or usage. The TAS Customer shall be responsible for its own costs to receive service under this rate schedule at transmission voltage and shall be responsible for all transmission interconnection costs City incurs to serve a TAS Customer under this schedule.

OTHER CHARGES:

City shall pass on to the TAS Customer all other charges City incurs associated with the TAS Customer's load. This right of City to bill the TAS Customer for costs City incurs associated with the TAS Customer's load shall extend for up to 24 months following the cessation of service under this rate schedule.

DEPOSIT REQUIREMENT:

As a condition of service, City will require an initial deposit, which will be set forth in the TAS Customer's service agreement. City may increase the initial deposit based on the TAS Customer's usage such that the deposit is equal to or greater than **three (3) times the highest monthly total power bill rendered to the TAS Customer during the preceding twelve (12) billing months.** A TAS Customer may request after the initial 12-month period, and once annual thereafter, to reduce its deposit to no less than **three (3) times the highest monthly total power bill rendered to the TAS Customer during the preceding twelve (12) billing months.** For purposes of this provision, "total power bill" shall include all the Monthly Rates and Charges listed above billed to the TAS Customer each month, including the Customer Charge, Demand Charge, Energy Charges, Capacity Charges, and Transmission Charges.

The deposit amount shall be reviewed at least annually and may be adjusted upward or downward to reflect changes in the TAS Customer's power bill history. Any increase in the required deposit shall be payable within thirty (30) days of written notice. Funds held in escrow shall be maintained in a segregated account and may be applied, at the Piqua Power System's sole discretion, to any unpaid and overdue amounts owed by the TAS Customer in accordance with the TAS Customer's service agreement. Any remaining balance, including, if applicable, accrued interest as required by law or regulation, shall be refunded to the TAS Customer within sixty (60) days after termination of service and full settlement of the account.

The City may also, in its sole discretion, require additional collateral, whether additional prepayments, cash deposits, or other forms of credit.

BILLING DEMAND:

Except as otherwise provided for in a TAS Customer's service agreement, the monthly billing demand shall be the maximum demand as measured by the sixty (60) minute integrated kW demand for the billing month, the TAS Customer's Contract Demand in excess of 5,000 kW, or 100% of the TAS Customer's maximum monthly peak demand in June, July and August of the prior calendar year, whichever is greater.

ADJUSTMENT FOR SECONDARY METERING:

The above rates are based upon service and metering at transmission voltage. If service is metered on the secondary voltage side of the transformer the metered demand and energy shall each be increased by 1% for transformation losses. If City has a reasonable basis to believe transformation losses are greater than 1%, then such higher amount shall be used.

ADJUSTMENT FOR POWER FACTOR:

The maximum sixty minute kilowatt of demand for the month shall be increased by 1% for each 1% or major fraction thereof that the average power factor is less than 95% lagging.

$$\text{AVERAGE POWER FACTOR} = \frac{\text{KWH}}{\sqrt{\text{KWH}^2 + \text{KVARH}^2}}$$

OHIO EXCISE TAX:

Bills computed in accordance with the foregoing rates are subject to the Ohio Excise Tax Rider, unless the TAS Customer elects to be a self-assessing purchaser, in which case it shall make payments for the kWh tax to the general fund for the City of Piqua in accordance with R.C. 5727.81.

SERVICE CONTRACT:

Service under this Schedule shall be furnished in accordance with a written contract with a term of no less than one (1) year and, unless otherwise set forth in the TAS Customer's service agreement, shall continue from year to year unless either party provides 90 days of notice in writing. Customer shall be responsible for all residual capacity and transmission costs that will be incurred by the Power System on behalf of the TAS Customer in the calendar year and power year (June through May) following the conclusion of service under the contract. This contract will include a minimum Contract Demand of 5,000 kW.

TERMS AND CONDITIONS:

Service hereunder is subject to the General Service Regulations of the City applicable to Electric Service. TAS Customers under this rate schedule shall be permitted to have emergency onsite generation, provided, however, that the customer identifies that emergency generation and has facilities in place to isolate and prevent backflow of energy onto the City's system. A TAS Customer shall obtain the City's prior written consent, and execute an interconnection agreement with the City, prior to operating any onsite generation to be connected to the City's system.

CHAPTER 52: GENERAL UTILITY RATES

Section

General Provisions

52.01 Municipal utilities general service regulations

~~Steam~~

~~—52.10—Steam energy rates and terms~~

Electricity

52.20 Electrical service rates and terms

52.21 Electric service fees

52.22 Discount for senior citizens

~~Hot Water Energy~~

~~—52.35—Hot water energy rates and terms~~

GENERAL PROVISIONS

§ 52.01 MUNICIPAL UTILITIES GENERAL SERVICE REGULATIONS.

(A) The general service regulations for all municipal utilities are contained in the document titled “City of Piqua Municipal Utilities General Service Regulations,” dated 6-10-11, which are hereby adopted and incorporated by reference and appended to Ordinance No. 5-11.

(B) Any references to repealed provisions contained in Chapter 52 of the Piqua Code which are found elsewhere in the code shall be deemed to refer to the corresponding provision of the General Service Regulations enacted by Ordinance No. 5-11.

(C) Copies of the City of Piqua Municipal Utilities General Service Regulations shall be kept on file in the City Manager’s Office.

(Ord. 34-99, passed 11-15-99; Am. Ord. 15-06, passed 8-7-06; Am. Ord. 5-11, passed 7-19-11)

STEAM

~~§ 52.10 STEAM ENERGY RATES AND TERMS.~~

~~—The charges, rates and terms of service, pursuant to which the city furnishes steam energy to its customers, shall be in accordance with rates currently adopted by ordinance, which are incorporated herein by reference as though fully set forth herein.~~

~~(‘97 Code, § 53.01) (Ord. 68-79, passed 10-15-79; Am. Ord. 21-84, passed 5-21-84; Am. Ord. 11-89, passed 3-20-89; Am. Ord. 13-97, passed 3-3-97; Am. Ord. 28-01, passed 1-22-02; Am. Ord. 14-02, passed 6-17-02)~~

ELECTRICITY

§ 52.20 ELECTRICAL SERVICE RATES AND TERMS.

The charges, rates and terms of service pursuant to which the city furnishes electrical energy to its residential, commercial and industrial consumers, shall be in accordance with Exhibit "A" attached and incorporated herein by reference as though fully set forth herein.

(‘97 Code, § 52.01) (Ord. 67-79, passed 10-15-79; Am. Ord. 15-89, passed 3-20-89; Am. Ord. 75-89, passed 12-18-89; Am. Ord. 13-90, passed 3-5-90; Am. Ord. 3-01, passed 3-19-01; Am. Ord. 27-01, passed 1-22-02; Am. Ord. 6-02, passed 3-18-02; Am. Ord. 24-04, passed 12-20-04; Am. Ord. 20-05, passed 12-5-05; Am. Ord. 22-06, passed 9-6-06; Am. Ord. 34-08, passed 12-15-08; Am. Ord. 8-14, passed 6-3-14; Am. Ord. 16-14, passed 12-16-14; Am. Ord 06-26)

§ 52.21 ELECTRIC SERVICE FEES.

(A) No reconnection of electric service for previously-delinquent accounts shall be made until the following fee is paid (in addition to full payment of any balance due on previous accounts).

| | |
|---|------|
| Residential (reconnect/disconnect at meter) | \$20 |
| Commercial and Industrial (reconnect/disconnect at meter) | \$40 |
| Reconnect/disconnect at Pole | \$50 |

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

(C) Meter test fee.

(1) If a meter registers within the accuracy limits, a \$50 fee will be charged.

(2) A customer is allowed to request an independent meter test. If a meter registers within the accuracy limits, the customer will be charged the full amount of the independent test.

(D) Missing or broken meter seal. For a location where there is a missing or broken meter seal, the customer will be charged a \$100 tampering fee.

(E) Missing or broken electric meter. For a location where there is a missing or broken electric meter, the customer will be charged the total cost of the replacement meter.

('97 Code, § 52.02) (Ord. 57-81, passed 9-8-81; Am. Ord. 33-86, passed 7-17-86; Am. Ord. 34-99, passed 11-15-99; Am. Ord. 15-06, passed 8-7-06; Am. Ord. 5-11, passed 7-19-11)

§ 52.22 DISCOUNT FOR SENIOR CITIZENS.

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

('97 Code, § 52.03) (Ord. 20-94, passed 4-4-94; Am. Ord. 28-06, passed 12-18-06; Am. Ord. 16-10, passed 6-1-10)

HOT WATER ENERGY

~~§ 52.35 HOT WATER ENERGY RATES AND TERMS.~~

~~—The charges, rates and terms of service pursuant to which the city furnishes hot water energy to its residential, commercial and industrial consumers are incorporated by reference as though fully set forth herein, and shall be in accordance with rates as set forth in Exhibit A attached to Ord. 14-97, passed 3-3-97.~~

~~(Ord. 14-97, passed 3-3-97; Am. Ord. 28-01, passed 1-22-02; Am. Ord. 14-02, passed 6-17-02)~~

City of
PIQUA COMMISSION AGENDA
 STAFF REPORT

| | | |
|--|---|--|
| MEETING DATE | May 5, 2026 | |
| REPORT TITLE | Resolution No. R-54-26 (Tabled) An amended resolution authorizing the City Manager to enter into a contract with McCulloch, Felger, Fite and Gutmann Co., L.P.A. | |
| SUBMITTED BY | Jessica Stiltner, Director Law | |
| AGENDA CLASSIFICATION | Resolution | |
| BACKGROUND | The City of Piqua desires to enter into a new contract with McCulloch, Felger, Fite and Gutmann Co., L.P.A. to provide prosecution services for the city. McCulloch, Felger, Fite and Gutmann will charge a flat fee per month of \$7,500 for prosecution services and \$3,333 per month for paralegal duties. Any additional legal services will be billed at \$300 per hour. See attached Agreement for Legal Services. | |
| BUDGET/FINANCIAL IMPACT (Project costs and funding sources) | Budgeted \$: | \$75,831 |
| | Expenditure \$: | \$75,831 |
| | Source of Funds: | Fund 001-011-811-7553 |
| | Narrative: | This contract provides for prosecution services for the City of Piqua at a flat fee and has an hourly fee assigned for other legal services. |
| ATTACHMENTS | 1. AGREEMENT FOR LEGAL SERVICES 2026-2028 | |

Resolution No. R-54-26 (Tabled)

An amended resolution authorizing the City Manager to enter into a contract with McCulloch, Felger, Fite and Gutmann Co., L.P.A.

WHEREAS, McCulloch, Felger, Fite and Gutmann Co., L. P. A. shall provide legal services as necessary to carry out prosecutions for the City of Piqua.

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

- SEC. 1: The City Commission hereby authorizes the City Manager to enter into a new contract with McCulloch, Felger, Fite, and Gutmann Co., L.P.A. The City Manager and City Law Director are hereby authorized to make revisions and additions to the contract currently on file with the Clerk of Commission as are consistent with the objectives and requirements of this Resolution and not otherwise materially adverse to the City. The City Manager, for and in the name of the City, with the approval as to form by the Law Director, is hereby authorized to execute the contract and any amendments thereto deemed by the City Manager to be necessary. The approval of changes or amendments by the City Manager, and the character of the changes or amendments as not being inconsistent with this Resolution and not being substantially adverse to the City, shall be evidenced conclusively by the execution thereof by the City Manager, with the approval of the Law Director.
- SEC. 2: The Finance Director certifies that the funds are available or are anticipated to come into the City Treasury and is hereby authorized to draw his warrants from time to time on the appropriate account/s of the City Treasury in payment according to the contract terms.
- SEC. 3: This resolution shall take effect and be in force from and after the earliest period allowed by law.

JAMES D VETTER, 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 James Vetter | _____ |
| Commissioner Rick Walker | _____ |
| Commissioner Paul Simmons | _____ |
| Commissioner Philip Wead | _____ |
| Commissioner Frank DeBrosse | _____ |

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is entered into between The City of Piqua, Ohio ("City"), 201 West Water St., Piqua, Ohio and McCulloch, Felger, Fite and Gutmann Co. L.P.A. ("McCulloch"), 123 Market Street, Piqua, Ohio, effective June 1, 2026 through May 31, 2028.

WHEREAS, McCulloch, Felger, Fite and Gutmann Co., L. P. A. shall provide legal services as necessary to carry out prosecutions for the city of Piqua; and

NOW THEREFORE, the City, and McCulloch hereby agree as follows:

1. McCulloch shall designate attorneys to serve as assistant prosecutors for the City, the name or names of prosecutors shall be forwarded to the Law Director. During the term of the contract, no attorneys shall be designated municipal court prosecutors except McCulloch attorneys; except in instances of conflicts.
2. During the term of the contract, the designated attorneys shall be provided key cards to have access to the police department. Additionally, the designated attorneys and supporting staff shall be given remote access to the "L" drive regarding police activities for the city. Remote access shall be set up through the city's information technology department.
3. McCulloch will provide the Police Chief and Law Director with private email addresses and telephone numbers of designated prosecutors for contact purposes. Said contact numbers shall not be disclosed to the public. McCulloch's attorneys shall be available at all reasonable hours to discuss issues with officers.
4. All attorneys of McCulloch may also act as legal counsel for civil purposes when requested by the City.
5. City shall pay McCulloch the following fees for services rendered:
 - A. McCulloch shall be paid a flat rate of \$7500.00 per month for services as prosecutors for the City of Piqua. Included in such fee, McCulloch will attend all necessary prosecutorial hearings and pre-trials, respond to all discovery and pleadings, respond to requests from the court and parties in criminal cases, shall represent the City on all municipal court criminal appeals and any other necessary work performed to adequately represent the City of Piqua.
 - B. If requested to perform other non-prosecuting legal services for the city, McCulloch attorneys will be compensated at an hourly rate of \$300.00 per hour. However, in no event, shall attorneys be required to attend city commission meetings or advise city commission in duties akin to the law director's duties.
 - C. McCulloch shall also be compensated for Paralegal time of \$3333.00 per month. Paralegals duties will include calendaring; responding to Court requests; preparation of documents; preparation of Marcy's law notifications; subpoenaing of witnesses; and any other necessary work performed to adequately represent the City of Piqua.

D. It is the further understanding of the parties that no City fringe benefits, including, but not limited to, participation in the PERS system, shall be paid to McCulloch. Additionally, McCulloch attorneys and staff shall not be considered employees for Social Security, Federal, State and City tax purposes.

6. McCulloch owns Market Square Title Agency. Any real estate work performed by McCulloch or Market Square Title Agency (ie: title work, closings, deed preparations, title insurance, etc.) on behalf of the City of Piqua will be billed to the city at the ordinary and customary rates charged by said companies. No title insurance shall be purchased from McCulloch or Market Square Title Agency by the City unless specifically requested by the City.

7. McCulloch will bill all expenses incurred on behalf of the City, such as reimbursement for transcript costs, deposition fees, postage, deliveries, expert fees, filing fees and other expenses. Copying fees will not be charged.

8. City and McCulloch acknowledge that conflicts of interest between the City and other clients of McCulloch may occur from time to time. The firm will request transfer of criminal cases to another prosecutor performing work in Miami County, Ohio when a conflict arises with prosecution of criminal defendants.

9. General direction on prosecution matters and other legal matters shall be given to McCulloch through the Law Director or police chief. McCulloch will perform only such legal activities for the City as are authorized by the City Manager, Law Director or police chief and shall report solely to said individuals. However, title searches and other real estate matters may also be directed to Market Square by the planning department or economic development department heads.

10. The City's funding of this Agreement shall be on a fiscal year basis and subject to annual appropriations. McCulloch acknowledges that City is a municipal corporation and is prohibited from entering into obligations that financially bind future governing bodies, and that, nothing in this agreement shall constitute an obligation of future legislative bodies of the City to appropriate funds for purposes of this agreement. Accordingly, the parties agree that this agreement is contingent upon appropriation of funds. The parties agree that should the City fail to appropriate such funds, McCullough shall be paid all expenses due up until the day of termination.

11. This Agreement supersedes any and all other agreements, either oral or in writing.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio and Charter of the City. In all cases permitted by law, the Charter of the City shall control.

In witness whereof, the parties have executed this Agreement on the ____ day of May, 2026 to be effective June 1, 2026.

SIGNATURES FOLLOW ON NEXT PAGE

McCulloch, Felger, Fite and Gutmann Co., LPA

By _____
McCulloch, Felger, Fite and Gutmann Co., LPA

The City of Piqua, Ohio

By _____
Rick Byron
City Manager

Approved as to form:

Jessica L. Stiltner
Law Director

City of
PIQUA COMMISSION AGENDA
 STAFF REPORT

| | | |
|---|--|--|
| MEETING DATE | May 5, 2026 | |
| REPORT TITLE | Resolution No. R-58-26 (Tabled) A resolution authorizing an increase to the purchase order to Encompass Engineers & Architects, Inc. for economic development engineering and construction oversight services. | |
| SUBMITTED BY | RJ Monnier, Director Power | |
| AGENDA CLASSIFICATION | Fiscal Legislation | |
| BACKGROUND | Engineering services necessary to design Power System infrastructure and public bid documents. | |
| BUDGET/FINANCIAL IMPACT (Project costs and funding sources) | Budgeted \$: | 642,772 |
| | Expenditure \$: | 642,772 |
| | Source of Funds: | Power System - 401-000-175-1750 |
| | Narrative: | The design and engineering fees will be reimbursed by the project. |
| ATTACHMENTS | None | |

Resolution No. R-58-26 (Tabled)

A resolution authorizing an increase to the purchase order to Encompass Engineers & Architects, Inc. for economic development engineering and construction oversight services.

WHEREAS, The City of Piqua secures engineering and design services; and

WHEREAS, Encompass Engineers & Architects, Inc is an accomplished engineering firm that provides design and engineering services for municipalities; and

WHEREAS, the City Commission previously authorized design and engineering service expenditures not to exceed \$415,000; and

WHEREAS, engineering services expenditures are expected to exceed the previously authorized amount.

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: Authorize an increase to the purchase order to Encompass Engineers & Architects, Inc for engineering and design services not to exceed \$642,772.

SEC. 2: The Finance Director certifies that the funds are available or are anticipated to come into the City Treasury and is hereby authorized to draw his warrants from time to time on the appropriate account/s of the City Treasury in payment according to the contract terms.

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

JAMES D. VETTER, 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 James D. Vetter | _____ |
| Commissioner Frank DeBrosse | _____ |
| Commissioner Paul Simmons | _____ |
| Commissioner Rick Walker | _____ |
| Commissioner Philip Wead | _____ |

City of
PIQUA COMMISSION AGENDA
 STAFF REPORT

| | | |
|---|--|---|
| MEETING DATE | May 5, 2026 | |
| REPORT TITLE | Resolution No. R-59-26 A resolution authorizing the City Manager to enter into a license agreement with the Piqua Braves Baseball program | |
| SUBMITTED BY | Amy Welker, Asst. City Manager Parks & Recreation Services | |
| AGENDA CLASSIFICATION | Resolution | |
| BACKGROUND | The Piqua Braves Baseball program provides youth with the opportunity to learn and play baseball. The city desires to work with the program to allow the use of the baseball fields and facilities at Pitsenbarger Park for their baseball league. This agreement will regulate the use of the fields and facilities for one year with renewals for up to four additional years. The annual license fee is set at \$500, which helps to cover the cost of field maintenance, including mowing, rolling, aeration, and fertilization. | |
| BUDGET/FINANCIAL IMPACT (Project costs and funding sources) | Budgeted \$: | |
| | Expenditure \$: | |
| | Source of Funds: | |
| | Narrative: | The Parks Department works closely with the program to ensure the fields are maintained and facilities are in good condition for the season. The license fee helps to offset the maintenance costs. |
| ATTACHMENTS | 1. License Agreement | |

Resolution No. R-59-26

A resolution authorizing the City Manager to enter into a license agreement with the Piqua Braves Baseball program

WHEREAS, the Piqua Braves Baseball program operates a baseball league for the youth in the area; and

WHEREAS, the City has a long-standing relationship with the Piqua Braves Baseball program; and

WHEREAS, the City desires to allow the use of the baseball fields and facilities at Pitsenbarger Park to the Piqua Braves Baseball program.

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

SEC. 1: The City Manager is hereby authorized to enter into a license agreement with the Piqua Braves Baseball program for the use of the baseball fields and facilities at Pitsenbarger Sports Complex.

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

JAMES D. VETTER, 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 James D. Vetter | _____ |
| Commissioner Frank DeBrosse | _____ |
| Commissioner Paul Simmons | _____ |
| Commissioner Rick Walker | _____ |
| Commissioner Philip Wead | _____ |

PITSENBARGER PARK LICENSE AGREEMENT

This **PITSENBARGER PARK & SPORTS COMPLEX LICENSE AGREEMENT** ("Agreement") is entered into by and between the **CITY OF PIQUA, OHIO**, an Ohio municipality ("Licensor"), and the **PIQUA BRAVES BASEBALL**, an Ohio non-profit corporation ("Licensee"), under the following circumstances:

- A. Licensor owns and operates Pitsenbarger Park & Sports Complex, located at 1421 South St, Piqua, Ohio 45356 (the "Park").
- B. Licensee is a select baseball program for the youth of Piqua.
- C. Licensee desires to temporarily use and occupy portions of the Park for its youth baseball program, practices, and tournament. Licensor is willing to grant Licensee use of certain areas and facilities within the Park on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained in this Agreement, Licensor and Licensee agree as follows:

1. **License.** Licensor hereby grants to Licensee a non-exclusive (except as otherwise specifically stated herein) license to use and occupy portions of the Park, as highlighted in Exhibit A, for the purpose of conducting youth baseball practices between March 1 and July 31(the "Season"). During the Season, Licensee shall also have preemptive rights to reserve the specified Park area, when not otherwise reserved by Licensor or existing Licensee (Piqua Junior Baseball and Softball League), according to Licensor's scheduling policies. Licensee agrees to provide to Licensor proof of non-profit status annually.

2. **License Fee.** In consideration of this License, Licensee shall pay Licensor an annual fee of \$500. This annual fee covers field maintenance services, including mowing, rolling, aeration, and fertilization, and will be billed at the beginning of each season. No additional charge shall be assessed for field rental under this Agreement.

3. **Access Rights.** Subject to the terms of this Agreement, Licensee may access other portions of the Park (e.g., parking areas, restrooms, pathways) as reasonably necessary for the conduct of its program activities, provided Licensee complies with Licensor's rules, regulations, and directives. Licensor reserves the right to schedule and use the Park for its own programs and other rentals outside Licensee's exclusive time blocks.

4. **Exercise of Rights.** In addition to the other provisions of this Agreement, Licensee's use of the Licensed Premises is subject to the following:

(a) **Exclusive Times of Use.** Licensee shall have exclusive use of the Park on weekdays and weekends during the Season and shall have preemptive rights as otherwise stated in this Agreement. Practice schedule and Tournament dates to be approved by PJBSL and Licensor. Any field use outside the seasonal dates or times set forth in this Agreement requires Licensor's prior written approval.

(b) **Condition of Premises.** Licensee accepts the Park in an "as is" condition, with all faults and defects, known or unknown. Licensee acknowledges that Licensor makes no representations or warranties regarding the suitability, safety, or condition of the Park for Licensee's specific uses.

(c) **Compliance with Laws and Regulations.** Licensee, at its sole cost and expense, shall comply with all applicable governmental laws, ordinances, codes, and regulations, as well as the rules

and regulations of Licensor.

(d) **Program Responsibility.** Licensee is solely responsible for all aspects of its baseball programming. Licensee shall be responsible for preparing fields for play, including dragging and lining fields. Licensee shall retain all revenue and be solely responsible for all expenses related to its program.

(e) **Program Equipment and Supplies.** Licensee is solely responsible for supplying and maintaining all required equipment (e.g., helmets, etc.). All such equipment shall remain the property of Licensee.

(f) **Alterations.** Except as otherwise stated herein, Licensee shall make no additions, alterations, or improvements-such as digging, trenching, installing permanent equipment, or modifying Park structures-without Licensor's prior written consent. Unless expressly agreed otherwise, any approved improvements, additions, or alterations shall become the property of Licensor upon the termination or expiration of this Agreement.

(g) **Removal of Equipment.** Upon the expiration or earlier termination of this Agreement, Licensee shall remove all of its personal property, equipment, or materials from the Licensed Premises at Licensee's sole expense. Licensee shall restore the Licensed Premises to substantially the same condition as existed prior to Licensee's use, reasonable wear and tear excepted.

5. **Term.** The term of this Agreement shall commence on March 1, 2026, and shall continue through February 2027 (the "Initial Term"). Provided Licensee is not in default under this Agreement, this Agreement shall automatically renew for up to four (4) additional one-year terms, unless either party provides written notice of termination at least ninety (90) days prior to the upcoming renewal date. If proper notice is given by either party under Section, this Agreement shall terminate effective on the final day of the then-current term.

6. **Concession Stand.** Licensee is permitted to operate the concession stand within the Park with approval from the PJBSL. Licensee is exclusively responsible for any required permits or inspections, including those issued by the Miami County Health Department. Licensor shall perform routine maintenance of the concession stand, including minor plumbing, electrical, and general building repairs, as well as winterization.

7. **Restroom Facilities and Drinking Fountains.** Licensor shall maintain the restrooms and drinking fountains near the concession stand, including start-up, winterization, cleaning, maintenance, and repairs (except in the event that the necessity of any repairs is caused by Licensee). Licensee will make a reasonable effort to assist in keeping the restrooms safe and clean during their events and will inform the Licensor of any maintenance needs. These facilities shall remain open for public use during and outside of the times listed in this Agreement.

8. **Maintenance.** Licensor shall maintain the general Park areas, including landscaping, roadways, parking areas, utilities, bike paths, playgrounds, and restrooms. Licensor shall perform regular mowing, restroom cleaning, and trash removal from designated receptacles. Licensee, at its own expense, shall keep the Licensed Premises clean and in good order, disposing of all trash in designated receptacles.

9. **Transferability of Interest by Licensee.** Licensee shall not assign, sublet, or otherwise transfer any of its rights or interest under this Agreement without first obtaining Licensor's written consent. Any unauthorized assignment or transfer by Licensee shall be void, confer no rights on any third party, and shall automatically terminate this Agreement.

10. **Insurance.** Throughout the Term, Licensee shall provide commercial general liability insurance covering Licensee's operations in an amount not less than One Million (\$1,000,000) per claim and Three Million (\$3,000,000) per incident. Licensee shall cause Licensor to be named as an additional insured on all its insurance coverage, and Licensee shall require the insurer to provide a ten (10) day notice of cancellation prior to cancellation or termination of such insurance coverage. Licensee shall provide a certificate of such insurance to Licensor to evidence this coverage.

11. **Indemnification.** Licensee shall save, hold harmless, and indemnify Licensor, its officials, agents, employees, and volunteers from and against any and all liabilities, claims, demands, expenses, fines, penalties, suits, proceedings, actions, and causes of action of any kind arising out of or connected with Licensee's use or occupancy of the Park under this Agreement, including but not limited to any acts or omissions of Licensee's members, agents, contractors, employees, or invitees. Upon request by Licensor and at Licensee's expense, Licensee shall defend any such suit, action, or proceeding brought against Licensor arising from Licensee's activities on or use of the Park. This indemnification obligation shall survive the termination or expiration of this Agreement.

12. Miscellaneous.

(a) This Agreement constitutes the entire understanding between the parties as to the subject matter. This Agreement supersedes all prior understandings between the parties concerning the subject matter of this Agreement, if any.

(b) No modification of this Agreement shall be effective unless in writing and signed by both parties. Licensee further agrees to comply with any rules and regulations established from time to time by Licensor for the use of the Park, which shall be deemed incorporated herein by reference.

(c) To the extent that any provision of this Agreement shall be considered unenforceable, the remaining provisions of the Agreement shall remain intact and fully enforceable, with such offending provision to be deemed stricken, to the extent reasonable under the circumstances.

(d) The parties acknowledge that performance under this Agreement may be prevented or delayed by causes beyond their control, including but not limited to acts of God, war, riot, or civil unrest. Should such events occur, performance may be excused or delayed for a period commensurate with the interruption, but no such delay shall operate to extend the Term beyond what is stated in this Agreement.

(e) Any failure by Licensor to enforce the provisions of this Agreement in any specific instance shall not be deemed a waiver of Licensor's right to enforce them at any later time with regard to any subsequent instances.

(f) This Agreement may be executed in any number of counterparts (including by electronic means), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(g) This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Any dispute arising hereunder shall be resolved in the courts of Miami County, Ohio.

(h) Licensee acknowledges that this Agreement is subject to the Ohio Public Records Act (Ohio R.C. 149.43). Licensor is not responsible for protecting Licensee's confidential information from disclosure.

(i) Licensor is a political subdivision of the State of Ohio. Nothing in this Agreement shall be construed as a waiver of any immunities or defenses that Licensor, its officials, or its employees may have under the Ohio Revised Code or other applicable law, all of which are expressly reserved.

(j) Nothing in this Agreement shall be construed to create any personal liability on the part of any officer or employee of Licensor. In no event shall any officer or employee of Licensor be held personally liable for any breach or default of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

LICENSOR:

CITY OF PIQUA, OHIO,
an Ohio municipality

By: _____

Name: **Rick Byron**
Title: **Interim City Manager**

Date: _____

LICENSEE:

PIQUA BRAVES BASEBALL,
an Ohio non-profit corporation

By:  _____

Name: **Nathan Penrod**
Title: **President**

Date: 2-23-26 _____

EXISTING LICENSEE:

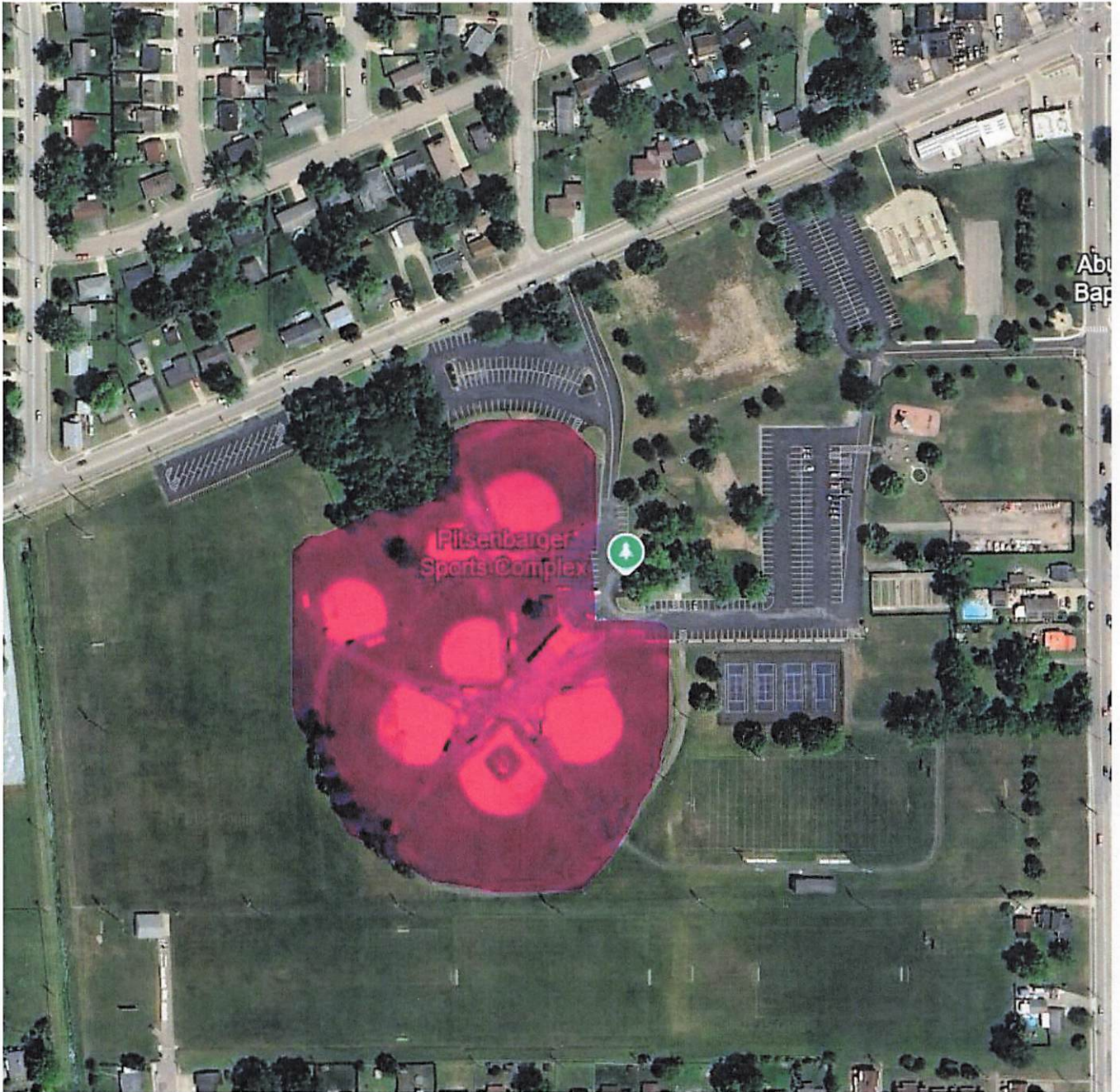
**PIQUA JUNIOR BASEBALL AND
SOFTBALL LEAGUE,**
an Ohio non-profit corporation

By: _____

Name:
Title:

Date: _____

EXHIBIT A



City of
PIQUA COMMISSION AGENDA
 STAFF REPORT

| | | |
|--|---|---|
| MEETING DATE | May 5, 2026 | |
| REPORT TITLE | Resolution No. R-60-26 A resolution authorizing the City Manager to enter into a license agreement with the Piqua Youth Soccer Association, Inc. | |
| SUBMITTED BY | Amy Welker, Asst. City Manager Parks & Recreation Services | |
| AGENDA CLASSIFICATION | Resolution | |
| BACKGROUND | The Piqua Youth Soccer Association, Inc. provides youth with the opportunity to learn and play soccer. The city desires to work with the program to allow the use of the soccer fields and facilities at Pitsenbarger Park for their soccer league. This agreement will regulate the use of the fields and facilities for one year with renewals for up to four additional years. The annual license fee is set at \$250, which helps to cover the cost of field maintenance, including mowing, rolling, aeration, and fertilization. | |
| BUDGET/FINANCIAL IMPACT (Project costs and funding sources) | Budgeted \$: | |
| | Expenditure \$: | |
| | Source of Funds: | |
| | Narrative: | The Parks Department works closely with the program to ensure the fields are maintained and facilities are in good condition for the season. The license fee helps to offset the maintenance costs. |
| ATTACHMENTS | 1. License Agreement | |

Resolution No. R-60-26

A resolution authorizing the City Manager to enter into a license agreement with the Piqua Youth Soccer Association, Inc.

WHEREAS, the Piqua Youth Soccer Association, Inc. program operates a soccer league for the youth in the community; and

WHEREAS, the City has a long-standing relationship with the Piqua Youth Soccer Association, Inc. program; and

WHEREAS, the City desires to allow the use of the soccer fields and facilities at Pitsenbarger Park to the Piqua Youth Soccer Association, Inc. program.

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

SEC. 1: The City Manager is hereby authorized to enter into a license agreement with the Piqua Youth Soccer Association, Inc. program for the use of the soccer fields and facilities at Pitsenbarger Sports Complex.

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

JAMES D. VETTER, 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 James D. Vetter _____
Commissioner Frank DeBrosse _____
Commissioner Paul Simmons _____
Commissioner Rick Walker _____



PITSENBARGER PARK LICENSE AGREEMENT

This **PITSENBARGER PARK & SPORTS COMPLEX LICENSE AGREEMENT** ("Agreement") is entered into by and between the **CITY OF PIQUA, OHIO**, an Ohio municipality ("Licensor"), and the **PIQUA YOUTH SOCCER ASSOCIATION, INC.**, an Ohio non-profit corporation ("Licensee"), under the following circumstances:

- A. Licensor owns and operates Pitsenbarger Park & Sports Complex, located at 1421 South St, Piqua, Ohio 45356 (the "Park").
- B. Licensee is a recreational soccer program for the youth of Piqua.
- C. Licensee desires to temporarily use and occupy portions of the Park for its youth soccer program, practices, and games. Licensor is willing to grant Licensee use of certain areas and facilities within the Park on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained in this Agreement, Licensor and Licensee agree as follows:

1. License. Licensor hereby grants to Licensee a non-exclusive (except as otherwise specifically stated herein) license to use and occupy portions of the Park, as highlighted in Exhibit A, for the purpose of conducting youth soccer practices and games between July 1 and November 31 (the "Season"). During the Season, Licensee shall also have preemptive rights to reserve the specified Park area, when not otherwise reserved by Licensor, according to Licensor's scheduling policies. Licensee agrees to provide to Licensor proof of non-profit status annually.

2. License Fee. In consideration of this License, Licensee shall pay Licensor an annual fee of \$250. This annual fee covers field maintenance services, including mowing, rolling, aeration, and fertilization, and will be billed at the beginning of each season. No additional charge shall be assessed for field rental under this Agreement.

3. Access Rights. Subject to the terms of this Agreement, Licensee may access other portions of the Park (e.g., parking areas, restrooms, pathways) as reasonably necessary for the conduct of its program activities, provided Licensee complies with Licensor's rules, regulations, and directives. Licensor reserves the right to schedule and use the Park for its own programs and other rentals outside Licensee's exclusive time blocks.

4. Exercise of Rights. In addition to the other provisions of this Agreement, Licensee's use of the Licensed Premises is subject to the following:

(a) Exclusive Times of Use. Licensee shall have exclusive use of the Park on weekdays and weekends from 7:00 a.m. to 9:00 p.m. during the Season and shall have preemptive rights as otherwise stated in this Agreement. Any field use outside the seasonal dates or times set forth in this Agreement requires Licensor's prior written approval.

(b) Condition of Premises. Licensee accepts the Park in an "as is" condition, with all faults and defects, known or unknown. Licensee acknowledges that Licensor makes no representations or warranties regarding the suitability, safety, or condition of the Park for Licensee's specific uses.

(c) Compliance with Laws and Regulations. Licensee, at its sole cost and expense, shall comply with all applicable governmental laws, ordinances, codes, and regulations, as well as the rules and regulations of Licensor.

(d) Program Responsibility. Licensee is solely responsible for all aspects of its soccer programming. Licensee shall be responsible for preparing fields for play, including painting field lines. Licensee shall retain all revenue and be solely responsible for all expenses related to its program.

(e) Program Equipment and Supplies. Licensee is solely responsible for supplying and maintaining all required equipment (e.g., soccer goals, etc.). All such equipment shall remain the property of Licensee. Licensee is permitted to store equipment in the concession stand storage during the Season and outside of the Season, subject to Licensor's approval and available space.

(f) Alterations. Except as otherwise stated herein, Licensee shall make no additions, alterations, or improvements-such as digging, trenching, installing permanent equipment, or modifying Park structures-without Licensor's prior written consent. Unless expressly agreed otherwise, any approved improvements, additions, or alterations shall become the property of Licensor upon the termination or expiration of this Agreement.

(g) Removal of Equipment. Upon the expiration or earlier termination of this Agreement, Licensee shall remove all of its personal property, equipment, or materials from the Licensed Premises at Licensee's sole expense with exception to equipment stored in concession stand and goals stored on Marlboro Drive. Licensee shall restore the Licensed Premises to substantially the same condition as existed prior to Licensee's use, reasonable wear and tear excepted.

5. Term. The term of this Agreement shall commence on March 1, 2026, and shall continue through February 2027 (the "Initial Term"). Provided Licensee is not in default under this Agreement, this Agreement shall automatically renew for up to four (4) additional one-year terms, unless either party provides written notice of termination at least ninety (90) days prior to the upcoming renewal date. If proper notice is given by either party under Section, this Agreement shall terminate effective on the final day of the then-current term.

6. Concession Stand. Licensee shall maintain and operate the concession stand within the Park and shall own all related food-service equipment. Licensee is exclusively responsible for all repairs, replacements, upkeep, and any required permits or inspections, including those issued by the Miami County Health Department. Licensee shall be solely entitled to all revenue from concession sales and shall be solely responsible for all expenses related to ordering, storage, preparation, and serving of goods. Licensor shall perform routine maintenance of the concession stand, including minor plumbing, electrical, and general building repairs, as well as winterization. All proposed capital improvement projects to the concession stand shall be coordinated with Licensor prior to July 1 of each year for planning and budgeting purposes, and the funding of such projects may come from Licensor, Licensee, or both, subject to mutual agreement.

7. Restroom Facilities and Drinking Fountains. Licensor shall maintain the restrooms and drinking fountains near the concession stand, including start-up, winterization, cleaning, maintenance, and repairs (except in the event that the necessity of any repairs is caused by Licensee). Licensee will make a reasonable effort to assist in keeping the restrooms safe and clean during their events and will inform the Licensor of any maintenance needs. These facilities shall remain open for public use during and outside of the times listed in this Agreement.

8. Maintenance. Licensor shall maintain the general Park areas, including landscaping, roadways, parking areas, utilities, bike paths, playgrounds, and restrooms. Licensor shall perform regular mowing, restroom cleaning, and trash removal from designated receptacles including dumpster located adjacent to Marlboro Drive within the park gates. Licensee, at its own expense, shall keep the Licensed Premises clean and in good order, disposing of all trash in designated receptacles.

9. Transferability of Interest by Licensee. Licensee shall not assign, sublet, or otherwise transfer any of its rights or interest under this Agreement without first obtaining Licensor's written consent. Any unauthorized assignment or transfer by Licensee shall be void, confer no rights on any third party, and shall automatically terminate this Agreement.

10. Insurance. Throughout the Term, Licensee shall provide commercial general liability insurance covering Licensee's operations in an amount not less than One Million (\$1,000,000) per claim and Three Million (\$3,000,000) per incident. Licensee shall cause Licensor to be named as an additional insured on all its insurance coverage, and Licensee shall require the insurer to provide a ten (10) day notice of cancellation prior to cancellation or termination of such insurance coverage. Licensee shall provide a certificate of such insurance to Licensor to evidence this coverage.

11. Indemnification. Licensee shall save, hold harmless, and indemnify Licensor, its officials, agents, employees, and volunteers from and against any and all liabilities, claims, demands, expenses, fines, penalties, suits, proceedings, actions, and causes of action of any kind arising out of or connected with Licensee's use or occupancy of the Park under this Agreement, including but not limited to any acts or omissions of Licensee's members, agents, contractors, employees, or invitees. Upon request by Licensor and at Licensee's expense, Licensee shall defend any such suit, action, or proceeding brought against Licensor arising from Licensee's activities on or use of the Park. This indemnification obligation shall survive the termination or expiration of this Agreement.

12. Miscellaneous.

(a) This Agreement constitutes the entire understanding between the parties as to the subject matter. This Agreement supersedes all prior understandings between the parties concerning the subject matter of this Agreement, if any.

(b) No modification of this Agreement shall be effective unless in writing and signed by both parties. Licensee further agrees to comply with any rules and regulations established from time to time by Licensor for the use of the Park, which shall be deemed incorporated herein by reference.

(c) To the extent that any provision of this Agreement shall be considered unenforceable, the remaining provisions of the Agreement shall remain intact and fully enforceable, with such offending provision to be deemed stricken, to the extent reasonable under the circumstances.

(d) The parties acknowledge that performance under this Agreement may be prevented or delayed by causes beyond their control, including but not limited to acts of God, war, riot, or civil unrest. Should such events occur, performance may be excused or delayed for a period commensurate with the interruption, but no such delay shall operate to extend the Term beyond what is stated in this Agreement.

(e) Any failure by Licensor to enforce the provisions of this Agreement in any specific instance shall not be deemed a waiver of Licensor's right to enforce them at any later time with regard to any subsequent instances.

(f) This Agreement may be executed in any number of counterparts (including by electronic means), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(g) This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Any dispute arising hereunder shall be resolved in the courts of Miami County, Ohio.

(h) Licensee acknowledges that this Agreement is subject to the Ohio Public Records Act (Ohio R.C. 149.43). Licensor is not responsible for protecting Licensee's confidential information from disclosure.

(i) Licensor is a political subdivision of the State of Ohio. Nothing in this Agreement shall be construed as a waiver of any immunities or defenses that Licensor, its officials, or its employees may have under the Ohio Revised Code or other applicable law, all of which are expressly reserved.

(j) Nothing in this Agreement shall be construed to create any personal liability on the part of any officer or employee of Licensor. In no event shall any officer or employee of Licensor be held personally liable for any breach or default of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

LICENSOR:

CITY OF PIQUA, OHIO, an Ohio municipality

By: _____
Rick Byron, Interim City Manager

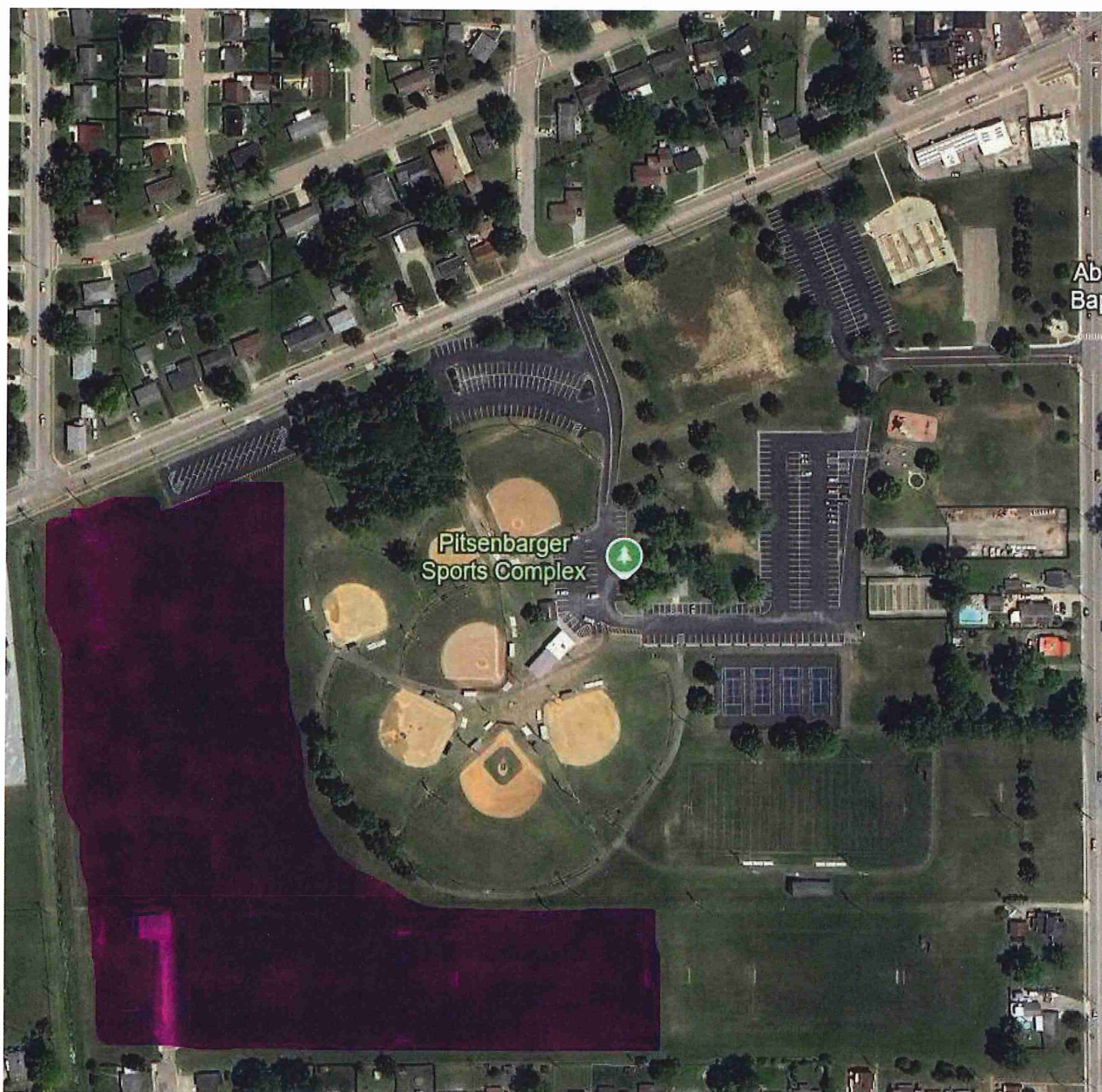
Date: _____

LICENSEE:

PIQUA YOUTH SOCCER ASSOCIATION, an Ohio non-profit corporation

Nicholas Davidson
Piqua Youth Soccer President
4/13/26

EXHIBIT A



City of
PIQUA COMMISSION AGENDA
 STAFF REPORT

| | | |
|---|--|---|
| MEETING DATE | May 5, 2026 | |
| REPORT TITLE | Resolution No. R-61-26 A resolution authorizing the City Manager to enter into a license agreement with the Northern Alliance Soccer Club | |
| SUBMITTED BY | Amy Welker, Asst. City Manager Parks & Recreation Services | |
| AGENDA CLASSIFICATION | Resolution | |
| BACKGROUND | The Northern Alliance Soccer Club program provides youth with the opportunity to learn and play soccer. The city desires to work with the program to allow the use of the soccer fields and facilities at Pitsenbarger Park for their soccer league. This agreement will regulate the use of the fields and facilities for one year with renewals for up to four additional years. The annual license fee is set at \$500, which helps to cover the cost of field maintenance, including mowing, rolling, aeration, and fertilization. | |
| BUDGET/FINANCIAL IMPACT (Project costs and funding sources) | Budgeted \$: | |
| | Expenditure \$: | |
| | Source of Funds: | |
| | Narrative: | The Parks Department works closely with the program to ensure the fields are maintained and facilities are in good condition for the season. The license fee helps to offset the maintenance costs. |
| ATTACHMENTS | 1. License Agreement | |

Resolution No. R-61-26

A resolution authorizing the City Manager to enter into a license agreement with the Northern Alliance Soccer Club

WHEREAS, the Northern Alliance Soccer Club program operates a soccer league for the youth in the area; and

WHEREAS, the City has a long-standing relationship with the Northern Alliance Soccer Club program; and

WHEREAS, the City desires to allow the use of the soccer fields and facilities at Pitsenbarger Park to the Northern Alliance Soccer Club program.

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

SEC. 1: The City Manager is hereby authorized to enter into a license agreement with the Northern Alliance Soccer Club program for the use of the soccer fields and facilities at Pitsenbarger Sports Complex.

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

JAMES D. VETTER, 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 James D. Vetter _____
Commissioner Frank DeBrosse _____
Commissioner Paul Simmons _____
Commissioner Rick Walker _____



PITSENBARGER PARK LICENSE AGREEMENT

This **PITSENBARGER PARK & SPORTS COMPLEX LICENSE AGREEMENT** ("Agreement") is entered into by and between the **CITY OF PIQUA, OHIO**, an Ohio municipality ("Licensor"), and the **NORTHERN ALLIANCE SOCCER CLUB**, an Ohio non-profit corporation ("Licensee"), under the following circumstances:

- A. Licensor owns and operates Pitsenbarger Park & Sports Complex, located at 1421 South St, Piqua, Ohio 45356 (the "Park").
- B. Licensee is a select soccer program for the youth of Piqua.
- C. Licensee desires to temporarily use and occupy portions of the Park for its youth soccer program, practices, and games. Licensor is willing to grant Licensee use of certain areas and facilities within the Park on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained in this Agreement, Licensor and Licensee agree as follows:

1. License. Licensor hereby grants to Licensee a non-exclusive (except as otherwise specifically stated herein) license to use and occupy portions of the Park, as highlighted in Exhibit A, for the purpose of conducting youth soccer practices and games between March 1 and November 31(the "Season"). During the Season, Licensee shall also have preemptive rights to reserve the specified Park area, when not otherwise reserved by Licensor or existing Licensee (Piqua Youth Soccer Association), according to Licensor's scheduling policies. Licensee agrees to provide to Licensor proof of non-profit status annually.

2. License Fee. In consideration of this License, Licensee shall pay Licensor an annual fee of \$500. This annual fee covers field maintenance services, including mowing, rolling, aeration, and fertilization, and will be billed at the beginning of each season. No additional charge shall be assessed for field rental under this Agreement.

3. Access Rights. Subject to the terms of this Agreement, Licensee may access other portions of the Park (e.g., parking areas, restrooms, pathways) as reasonably necessary for the conduct of its program activities, provided Licensee complies with Licensor's rules, regulations, and directives. Licensor reserves the right to schedule and use the Park for its own programs and other rentals outside Licensee's exclusive time blocks.

4. Exercise of Rights. In addition to the other provisions of this Agreement, Licensee's use of the Licensed Premises is subject to the following:

(a) Exclusive Times of Use. Licensee shall have exclusive use of the Park on weekdays and weekends from 7:00 a.m. to 9:00 p.m. during the Season and shall have preemptive rights as otherwise stated in this Agreement. Practice and game schedules that overlap the season of the existing Licensee must be approved by the PYSA. Any field use outside the seasonal dates or times set forth in this Agreement requires Licensor's prior written approval.

(b) Condition of Premises. Licensee accepts the Park in an "as is" condition, with all faults and defects, known or unknown. Licensee acknowledges that Licensor makes no representations or warranties regarding the suitability, safety, or condition of the Park for Licensee's specific uses.

(c) Compliance with Laws and Regulations. Licensee, at its sole cost and expense, shall comply with all applicable governmental laws, ordinances, codes, and regulations, as well as the rules

and regulations of Licensor.

(d) Program Responsibility. Licensee is solely responsible for all aspects of its soccer programming. Licensee shall be responsible for preparing fields for play, including painting field lines. Licensee shall retain all revenue and be solely responsible for all expenses related to its program.

(e) Program Equipment and Supplies. Licensee is solely responsible for supplying and maintaining all required equipment (e.g., soccer goals, etc.). All such equipment shall remain the property of Licensee.

(f) Alterations. Except as otherwise stated herein, Licensee shall make no additions, alterations, or improvements-such as digging, trenching, installing permanent equipment, or modifying Park structures-without Licensor's prior written consent. Unless expressly agreed otherwise, any approved improvements, additions, or alterations shall become the property of Licensor upon the termination or expiration of this Agreement.

(g) Removal of Equipment. Upon the expiration or earlier termination of this Agreement, Licensee shall remove all of its personal property, equipment, or materials from the Licensed Premises at Licensee's sole expense. Licensee shall restore the Licensed Premises to substantially the same condition as existed prior to Licensee's use, reasonable wear and tear excepted.

5. Term. The term of this Agreement shall commence on March 1, 2026, and shall continue through February 2027 (the "Initial Term"). Provided Licensee is not in default under this Agreement, this Agreement shall automatically renew for up to four (4) additional one-year terms, unless either party provides written notice of termination at least ninety (90) days prior to the upcoming renewal date. If proper notice is given by either party under Section, this Agreement shall terminate effective on the final day of the then-current term.

6. Concession Stand. Licensee is permitted to operate the concession stand within the Park with approval from the PYSA. Licensee is exclusively responsible for any required permits or inspections, including those issued by the Miami County Health Department. Licensor shall perform routine maintenance of the concession stand, including minor plumbing, electrical, and general building repairs, as well as winterization.

7. Restroom Facilities and Drinking Fountains. Licensor shall maintain the restrooms and drinking fountains near the concession stand, including start-up, winterization, cleaning, maintenance, and repairs (except in the event that the necessity of any repairs is caused by Licensee). Licensee will make a reasonable effort to assist in keeping the restrooms safe and clean during their events and will inform the Licensor of any maintenance needs. These facilities shall remain open for public use during and outside of the times listed in this Agreement.

8. Maintenance. Licensor shall maintain the general Park areas, including landscaping, roadways, parking areas, utilities, bike paths, playgrounds, and restrooms. Licensor shall perform regular mowing, restroom cleaning, and trash removal from designated receptacles including dumpster located adjacent to Marlboro Drive within the park gates. Licensee, at its own expense, shall keep the Licensed Premises clean and in good order, disposing of all trash in designated receptacles.

9. Transferability of Interest by Licensee. Licensee shall not assign, sublet, or otherwise transfer any of its rights or interest under this Agreement without first obtaining Licensor's written consent. Any unauthorized assignment or transfer by Licensee shall be void, confer no rights on any third party, and shall automatically terminate this Agreement.

10. Insurance. Throughout the Term, Licensee shall provide commercial general liability insurance covering Licensee's operations in an amount not less than One Million (\$1,000,000) per claim and Three Million (\$3,000,000) per incident. Licensee shall cause Licensor to be named as an additional insured on all its insurance coverage, and Licensee shall require the insurer to provide a ten (10) day notice of cancellation prior to cancellation or termination of such insurance coverage. Licensee shall provide a certificate of such insurance to Licensor to evidence this coverage.

11. Indemnification. Licensee shall save, hold harmless, and indemnify Licensor, its officials, agents, employees, and volunteers from and against any and all liabilities, claims, demands, expenses, fines, penalties, suits, proceedings, actions, and causes of action of any kind arising out of or connected with Licensee's use or occupancy of the Park under this Agreement, including but not limited to any acts or omissions of Licensee's members, agents, contractors, employees, or invitees. Upon request by Licensor and at Licensee's expense, Licensee shall defend any such suit, action, or proceeding brought against Licensor arising from Licensee's activities on or use of the Park. This indemnification obligation shall survive the termination or expiration of this Agreement.

12. Miscellaneous.

(a) This Agreement constitutes the entire understanding between the parties as to the subject matter. This Agreement supersedes all prior understandings between the parties concerning the subject matter of this Agreement, if any.

(b) No modification of this Agreement shall be effective unless in writing and signed by both parties. Licensee further agrees to comply with any rules and regulations established from time to time by Licensor for the use of the Park, which shall be deemed incorporated herein by reference.

(c) To the extent that any provision of this Agreement shall be considered unenforceable, the remaining provisions of the Agreement shall remain intact and fully enforceable, with such offending provision to be deemed stricken, to the extent reasonable under the circumstances.

(d) The parties acknowledge that performance under this Agreement may be prevented or delayed by causes beyond their control, including but not limited to acts of God, war, riot, or civil unrest. Should such events occur, performance may be excused or delayed for a period commensurate with the interruption, but no such delay shall operate to extend the Term beyond what is stated in this Agreement.

(e) Any failure by Licensor to enforce the provisions of this Agreement in any specific instance shall not be deemed a waiver of Licensor's right to enforce them at any later time with regard to any subsequent instances.

(f) This Agreement may be executed in any number of counterparts (including by electronic means), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(g) This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Any dispute arising hereunder shall be resolved in the courts of Miami County, Ohio.

(h) Licensee acknowledges that this Agreement is subject to the Ohio Public Records Act (Ohio R.C. 149.43). Licensor is not responsible for protecting Licensee's confidential information from disclosure.

(i) Licensor is a political subdivision of the State of Ohio. Nothing in this Agreement shall be construed as a waiver of any immunities or defenses that Licensor, its officials, or its employees may have under the Ohio Revised Code or other applicable law, all of which are expressly reserved.

(j) Nothing in this Agreement shall be construed to create any personal liability on the part of any officer or employee of Licensor. In no event shall any officer or employee of Licensor be held personally liable for any breach or default of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

LICENSOR:

CITY OF PIQUA, OHIO,
an Ohio municipality

By: _____

Name: Rick Byron
Title: Interim City Manager

Date: _____

LICENSEE:

NORTHERN ALLIANCE SOCCER CLUB,
an Ohio non-profit corporation

By: John Deal

Name: John Deal
Title: President

Date: 4-7-26

EXISTING LICENSEE:

PIQUA YOUTH SOCCER ASSOCIATION,
an Ohio non-profit corporation

By: Mike Davidson

Name:

Title:

Date: 4/7/26

EXHIBIT A



City of
PIQUA COMMISSION AGENDA
 STAFF REPORT

| | | |
|---|---|---|
| MEETING DATE | May 5, 2026 | |
| REPORT TITLE | Resolution No. R-62-26 A resolution awarding a contract to Barrett Paving Materials Inc. for the 2026 Pavement Program — Mill and Overlay Project | |
| SUBMITTED BY | Kenton Kiser, Engineering Manager Community Services | |
| AGENDA CLASSIFICATION | Resolution | |
| BACKGROUND | <p>On April 29th, 2026, three bids were received for the 2026 Pavement Program – Mill and Overlay Project #26-02 (see attached Exhibit A).</p> <p>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.</p> <p>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.</p> | |
| BUDGET/FINANCIAL IMPACT (Project costs and funding sources) | Budgeted \$: | 2,400,000 |
| | Expenditure \$: | 1,447,596 |
| | 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 | <ol style="list-style-type: none"> 1. Exhibit A - Bid Tab for 26-02 2. Exhibit B - Map for 26-02 3. Agreement Forms for Mill and Overlay. Walls Bros. 26.02 to CM | |

Resolution No. R-62-26

A resolution awarding a contract to Barrett Paving Materials Inc. for the 2026 Pavement Program — Mill and Overlay Project

WHEREAS, on December 9, 2025, this Commission passed Resolution No.R-136-25 authorizing the City Purchasing Department to advertise for bids, according to law, for the 2026 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:

- SEC. 1: A contract is hereby approved with Barrett Paving Materials Inc. as the lowest, responsible bidder for the 2026 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 the funds are available or are anticipated to come into the City Treasury and is hereby authorized to draw his warrants from time to time on the appropriate account/s of the City Treasury in payment according to the contract terms.

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

JAMES D. VETTER, 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 James D. Vetter

Commissioner Frank DeBrosse

Commissioner Paul Simmons

Commissioner Rick Walker

Commissioner Philip Wead

Exhibit "A"

| CITY OF PIQUA OHIO PAVEMENT PROGRAM – MILL AND OVERLAY PROJECT 26-02 DEADLINE: APRIL 29, 2026 AT 10:00 AM BID TABULATION | | Barrett Paving Materials, Inc Middletown, OH | | Walls Bros. Asphalt Co. Greenville, OH | | Fillmore Construction Leesburg, OH | |
|---|-----------|---|-----------------------|---|-----------------------|---------------------------------------|-----------------------|
| Bid Item List | Quantity | Bidder 1 | | Bidder 2 | | Bidder 3 | |
| | | Price | Extension | Price | Extension | Price | Extension |
| 253 - PAVEMENT REPAIR ROADWAY, 24" WIDE BY 6" DEPTH, AS DIRECTED - SY | 700.00 | \$70.00 | \$49,000.00 | \$60.00 | \$42,000.00 | \$74.00 | \$51,800.00 |
| 254 - FULL DEPTH MILLING - 2" - SY | 95,000.00 | \$1.50 | \$142,500.00 | \$1.60 | \$152,000.00 | \$1.50 | \$142,500.00 |
| 407 - NON-TRACKING TACK COAT @ 0.055 & 0.085 GAL / SY - GAL | 8,450.00 | \$4.50 | \$38,025.00 | \$1.00 | \$8,450.00 | \$3.00 | \$25,350.00 |
| 441 - 1/2" ASPHALT CONCRETE, SCRATCH COURSE TYPE 1, PG 64-22 (449) - CY | 1,350.00 | \$186.00 | \$251,100.00 | \$187.00 | \$252,450.00 | \$208.00 | \$280,800.00 |
| 441 - 1" ASPHALT CONCRETE, SURFACE COURSE TYPE 1, PG 64-22 (449) - CY | 110.00 | \$193.00 | \$21,230.00 | \$187.00 | \$20,570.00 | \$208.00 | \$22,880.00 |
| 441 - 1 1/2" ASPHALT CONCRETE, SURFACE COURSE TYPE 1, PG 64-22 (449) - CY | 3,932.00 | \$174.00 | \$684,168.00 | \$187.00 | \$735,284.00 | \$198.00 | \$778,536.00 |
| 611 - MANHOLE ADJUSTED TO GRADE, ASPHALT - EA | 25.00 | \$1,000.00 | \$25,000.00 | \$975.00 | \$24,375.00 | \$1,000.00 | \$25,000.00 |
| 611 - MANHOLE ADJUSTED TO GRADE, SOLID ADJUSTING RING - EA | 40.00 | \$275.00 | \$11,000.00 | \$400.00 | \$16,000.00 | \$500.00 | \$20,000.00 |
| 611 - WATER VALVE ADJUSTED TO GRADE, ASPHALT - EA | 15.00 | \$700.00 | \$10,500.00 | \$705.00 | \$10,575.00 | \$750.00 | \$11,250.00 |
| 611 - WATER VALVE ADJUSTED TO GRADE, SOLID ADJUSTING RING - EA | 35.00 | \$125.00 | \$4,375.00 | \$50.00 | \$1,750.00 | \$250.00 | \$8,750.00 |
| 642 - 12" CROSSWALK LINE, TYPE 1 - LF | 5,993.00 | \$2.75 | \$16,480.75 | \$2.30 | \$13,783.90 | \$3.00 | \$17,979.00 |
| 642 - 24" STOP LINE, TYPE 1 - LF | 1,630.00 | \$5.55 | \$9,046.50 | \$4.00 | \$6,520.00 | \$5.00 | \$8,150.00 |
| 642 - 12" DOUBLE YELLOW CENTER LINE, TYPE 1 - MI | 1.16 | \$1,600.00 | \$1,856.00 | \$1,590.00 | \$1,844.40 | \$3,500.00 | \$4,060.00 |
| 642 - 6" EDGE LINE, TYPE 1 - MI | 0.49 | \$1,200.00 | \$588.00 | \$795.00 | \$389.55 | \$1,800.00 | \$882.00 |
| 642 - LEFT TURN ARROW - EA | 3.00 | \$100.00 | \$300.00 | \$72.00 | \$216.00 | \$65.00 | \$195.00 |
| 642 - COMBO STRAIGHT/LEFT ARROW - EA | 2.00 | \$110.00 | \$220.00 | \$144.00 | \$288.00 | \$125.00 | \$250.00 |
| 642 - RIGHT TURN ARROW - EA | 3.00 | \$100.00 | \$300.00 | \$72.00 | \$216.00 | \$65.00 | \$195.00 |
| 642 - 24" YELLOW DIAGONAL LINE, TYPE 1 - LF | 40.00 | \$2.55 | \$102.00 | \$2.30 | \$92.00 | \$3.50 | \$140.00 |
| 642 - 24" PIANO KEY LINE, TYPE 1 - LF | 238.00 | \$3.05 | \$725.90 | \$4.00 | \$952.00 | \$3.50 | \$833.00 |
| 642 - 8" WHITE CHANNELIZING LINE - EA | 80.00 | \$1.20 | \$96.00 | \$1.00 | \$80.00 | \$2.00 | \$160.00 |
| 642 - SCHOOL SYMBOL MARKING - EA | 4.00 | \$350.00 | \$1,400.00 | \$280.00 | \$1,120.00 | \$344.00 | \$1,376.00 |
| 642 - BICYCLE LANE SYMBOL MARKING - EA | 10.00 | \$125.00 | \$1,250.00 | \$86.00 | \$860.00 | \$150.00 | \$1,500.00 |
| 642 - GREEN BIKE LANE - SF | 550.00 | \$2.75 | \$1,512.50 | \$7.95 | \$4,372.50 | \$5.00 | \$2,750.00 |
| 642 - STRAIGHT ARROW - EA | 6.00 | \$95.00 | \$570.00 | \$72.00 | \$432.00 | \$65.00 | \$390.00 |
| 642 - 6" WHITE MINI-SKIP LINE - LF | 250.00 | \$1.05 | \$262.50 | \$2.65 | \$662.50 | \$1.50 | \$375.00 |
| 642 - 6" PARKING STALL LINE, TYPE 1 - LF | 1,206.00 | \$1.15 | \$1,386.90 | \$2.65 | \$3,195.90 | \$1.25 | \$1,507.50 |
| 624 - MOBILIZATION - LS | 1.00 | \$15,000.00 | \$15,000.00 | \$5,000.00 | \$5,000.00 | \$15,000.00 | \$15,000.00 |
| 614 - TRAFFIC CONTROL - LS | 1.00 | \$28,000.95 | \$28,000.95 | \$19,250.00 | \$19,250.00 | \$15,500.00 | \$15,500.00 |
| Total Bid | | | \$1,315,996.00 | | \$1,322,728.75 | | \$1,438,108.50 |

#26-02 Mill and Overlay Project Map 1


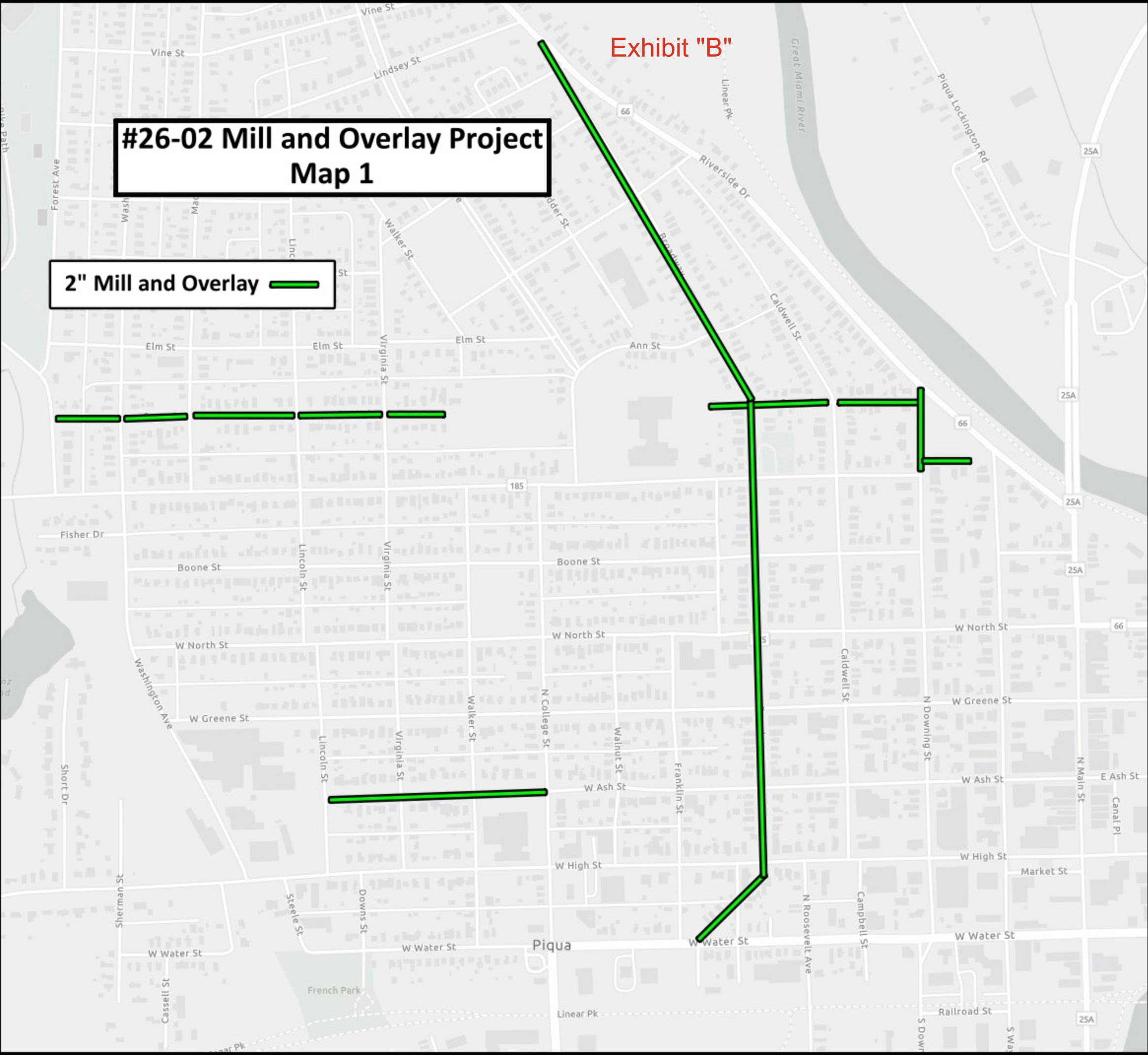

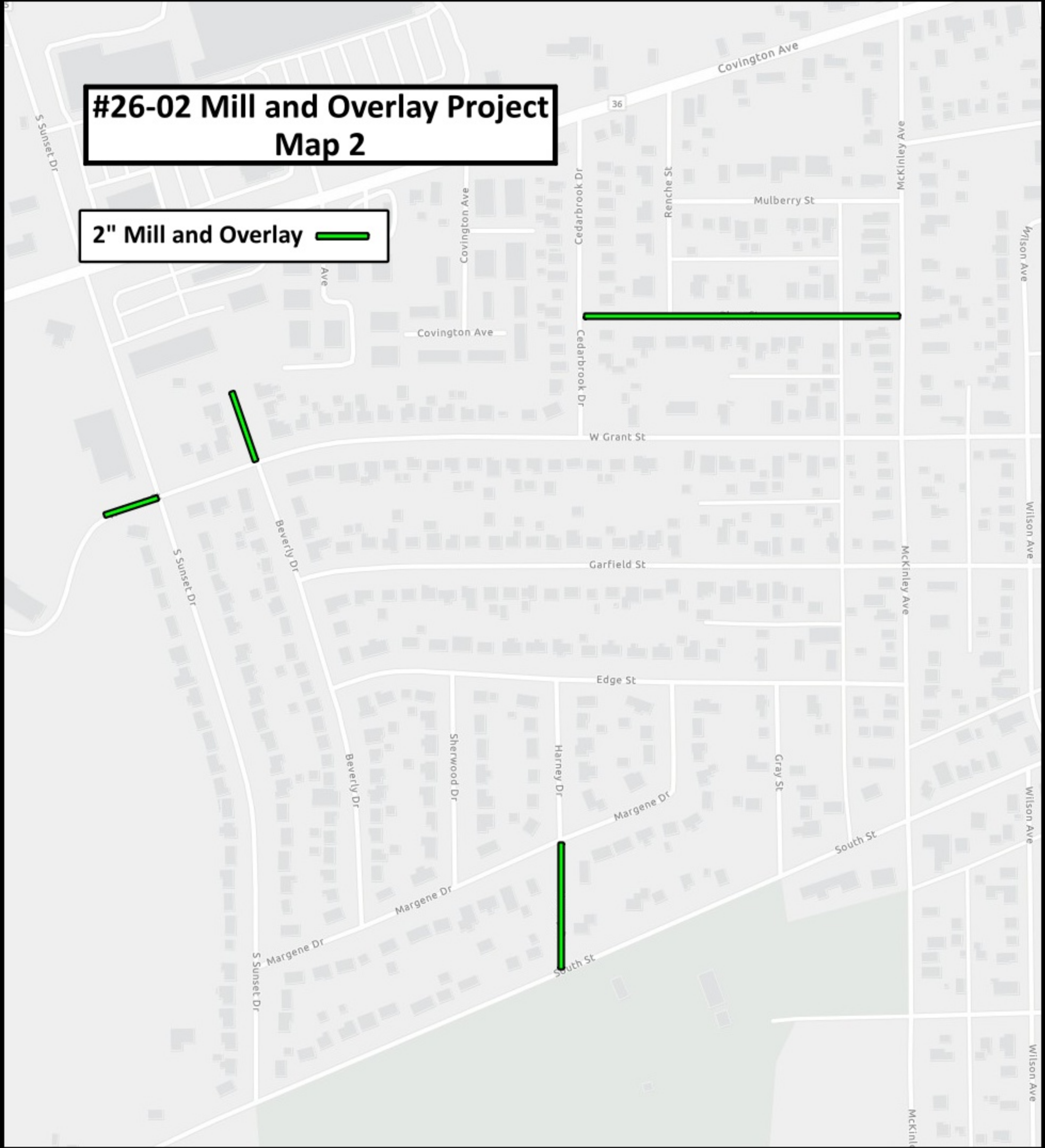
2" Mill and Overlay 

Exhibit "B"



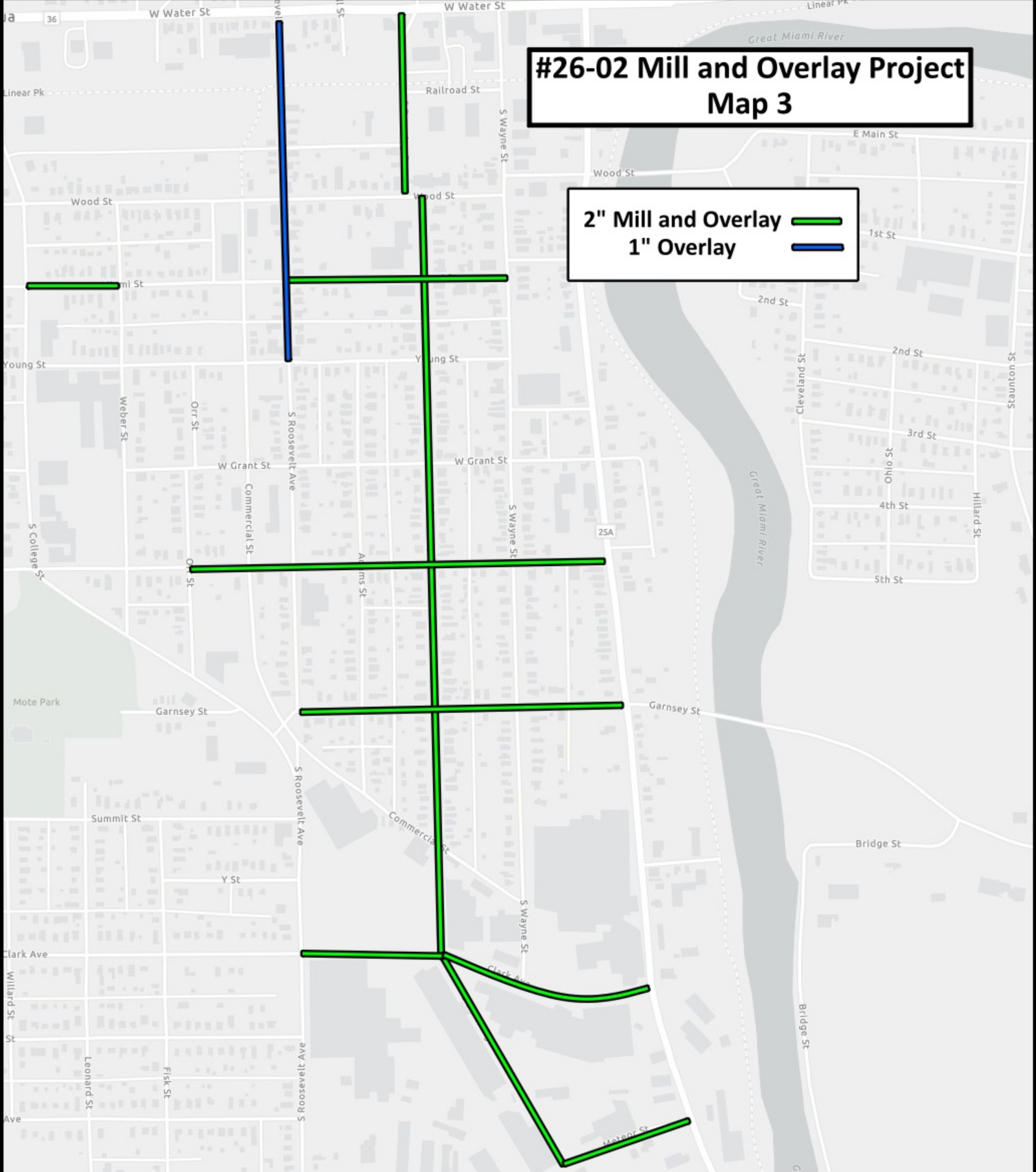
#26-02 Mill and Overlay Project Map 2

2" Mill and Overlay 



#26-02 Mill and Overlay Project Map 3

2" Mill and Overlay
1" Overlay



NOTICE OF AWARD

Dated MAY XX, 2026

TO: BARRETT PAVING MATERIALS, INC.
(BIDDER)
3751 COMMERCE DR. MIDDLETOWN, OH 45005
(Address)

CONTRACT FOR: CITY OF PIQUA PAVEMENT PROGRAM – MILL AND OVERLAY PROJECT #26-02

You are notified that your Bid dated APRIL 29, 2026, for the above Contract has been considered. You are the apparent Successful BIDDER and have been awarded a Contract for:

26-02 PAVEMENT PROGRAM – MILL AND OVERLAY – BASE AND ALTERNATE BID
(Indicate total Work, alternates or sections or Work awarded)

The Contract Price of your Contract is ONE MILLION, THREE-HUNDRED, FIFTEEN THOUSAND, NINE HUNDRED NINETY-SIX AND 00/100 dollars (\$1,315,996.00).

Three copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. Additional sets of the Drawings may be requested at the pre-construction meeting for this project.

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award, that is by MAY 26, 2026.

1. You must deliver to the OWNER the fully executed counterparts of the Contract Documents which must bear your signature on page A-8.
2. You must deliver with the executed Contract Documents the Contract Security (Bond), as further described in Article 5 of the General and Supplementary Conditions.
3. You must deliver with the executed Contract Documents the Certificates of Insurance, as further described in Article 5 of the General and Supplementary Conditions.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with the above conditions, OWNER will return to you one fully executed counterpart of the Contract Documents.

City of Piqua

By: _____
(Authorized Signature)

(Title)

AGREEMENT

THIS AGREEMENT is by and between the City of Piqua (hereinafter called OWNER) and BARRETT PAVING MATERIALS, INC. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

In general, the work consists of the planning of asphalt, adjustment of manholes and water valves, and the placement of an asphalt surface course and pavement markings on various streets throughout the city.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents is generally described is as follows:

PAVEMENT PROGRAM – MILL AND OVERLAY PROJECT #26-02

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by the City of Piqua Engineering Department who is hereinafter called ENGINEER and who is to act as OWNER’s representative, assume duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIME

4.01 Time of the Essence

A. All time limits for Milestones, if any, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Completion and Final Payment.

A. The Work will be completed and ready for final payment in accordance with paragraph 15.06 of the General Conditions on or before OCTOBER 31, 2026

City of Piqua – 26-02 Pavement Program - Mill and Overlay Agreement Forms

A-2

4.03 Liquidated Damages

- A.** CONTRACTOR and OWNER recognize that time is of the essence for this Agreement. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER five hundred dollars (\$500.00) for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment, until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

- 5.01** OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined at the prices stated in CONTRACTOR's Bid, attached hereto.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A.** CONTRACTOR shall submit Applications for Payment in accordance with ARTICLE 15 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A.** OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in paragraph 6.02.A.1 below. All such payments will be measured by the Unit Price Work based on the number of units completed.
 - 1.** Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine, or OWNER may withhold, in accordance with paragraph 15.03 of the General Conditions:
 - a.** ninety-two percent of Work completed (with the balance being retainage). If Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on

recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made; and

- b. ninety-two percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- c. when progress payments becomes due, the OWNER shall satisfy payment obligations by issuance of payment to the CONTRACTOR in an amount equal to one-hundred percent of the eligible payment due.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with paragraph 15.06 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 15.06.

ARTICLE 7 - DELETED

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents and other related data identified in the Bidding Documents;
- B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance of the Work;
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 5.03 of the General Conditions and (2) reports and drawings of a Hazardous Environmental

City of Piqua – 26-02 Pavement Program - Mill and Overlay Agreement Forms

A-4

Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions;

- E.** CONTRACTOR has obtained and carefully studied or assumes responsibility for having done so all additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto;
- F.** CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents;
- G.** CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents;
- H.** CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents;
- I.** CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR; and
- J.** the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A.** The Contract Documents consist of the following:
1. This Agreement (pages A-1 to A-9, inclusive).
 2. Performance and other Bonds identified as Exhibits B and C consisting of pages A-10 to A-13.
 3. Notice to Proceed (A-14).
 4. General Conditions (TOC 1-5 and 1 to 70, inclusive).
 5. Supplementary Conditions (SC-1 to SC-10, inclusive).
 6. Wage Determination and Payroll Submittal
 7. Specifications bearing the title Concrete Specifications.
 8. Addenda number(s) 0, (inclusive).
 9. CONTRACTOR's Bid pages B-1 to B-16, (inclusive).
 10. Quantity Worksheets
 11. Documentation submitted by CONTRACTOR prior to Notice of Award.
 12. The following forms are provided for possible use after the Effective Date of the Agreement and are attached hereto:
 - a. Application for Payment;
 - b. Contractor's Affidavit, Final Estimate;
 - c. Affidavit – City Income Tax; and
 - d. Affidavit of Compliance, Prevailing Wages.
- B.** The documents listed in paragraph 9.01 are included within this Agreement (except as expressly noted otherwise above).
- C.** There are no Contract Documents other than those listed above in this ARTICLE 9.
- D.** The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

- A.** Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract

- A.** No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A.** OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A.** Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 OTHER PROVISIONS (Insert other provisions here, if applicable.)

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____, _____ (which is the Effective Date of the Agreement.)

OWNER

CONTRACTOR

City of Piqua

BARRETT PAVING MATERIALS, INC.

BY:

BY:

Rick Byron, Interim City Manager

Vice President

Address for giving notices:

Address for giving notices:

201 W. Water Street
Piqua, Ohio 45356

BARRETT PAVING MATERIALS, INC.
3751 COMMERCE DR.
MIDDLETOWN, OH 45005

(If CONTRACTOR is a corporation,
or a partnership, attach evidence of authority
to sign).

Email address for wage rate update notices:

CERTIFICATION OF FISCAL OFFICER

The undersigned, as Director of Finance of the City of Piqua, Ohio hereby certifies that funds sufficient to meet the requirement of this Contract have been lawfully appropriated for such purpose and are in the treasury, or in the process of collection.

BY: _____
Jerald O'Brien, Director of Finance

DATE: _____

APPROVED BY OWNER'S LEGAL OFFICER

The undersigned, as Law Director of the City of Piqua, Ohio, hereby approves as to form.

BY: _____
Jessica L. Stiltner, Law Director

DATE: _____

City of
PIQUA COMMISSION AGENDA
 STAFF REPORT

| | | |
|---|---|--|
| MEETING DATE | May 5, 2026 | |
| REPORT TITLE | Resolution No. R-63-26 A resolution awarding a contract to CW Tree and Outdoor Service LLC for the 2026 ADA Curb Ramp Program | |
| SUBMITTED BY | Kenton Kiser, Engineering Manager Community Services | |
| AGENDA CLASSIFICATION | Resolution | |
| BACKGROUND | On April 29 th , 2026, four bids were received for the 2026 ADA Curb Ramp Program (see attached Exhibit A). In general, the work will consist of the installation of 79 ADA-compliant ramps at intersections along the streets in the 2026 Pavement Program (see attached Exhibit B). Concrete drive approaches will be replaced 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 \$: | 466,000 |
| | Expenditure \$: | 415,000 |
| | Source of Funds: | Street Income Tax (103 Fund), Street 101, and 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 | <ol style="list-style-type: none"> 1. Exhibit A - Bid Tab for 26-01 2. Exhibit B - Map for 26-01 3. Agreement Forms for CW Tree and Outdoor Service LLC 26-01 to CM | |

Resolution No. R-63-26

A resolution awarding a contract to CW Tree and Outdoor Service LLC for the 2026 ADA Curb Ramp Program

WHEREAS, on December 9, 2025, this Commission passed Resolution No. R-136-25 authorizing the City Purchasing Analyst to advertise for bids, according to law, for the 2026 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:

- SEC. 1: A contract is hereby approved with CW Tree and Outdoor Service LLC as the lowest, responsible bidder for the 2026 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 the funds are available or are anticipated to come into the City Treasury and is hereby authorized to draw his warrants from time to time on the appropriate account/s of the City Treasury in payment according to the contract terms.
- SEC. 3: This resolution shall take effect and be in force from and after the earliest period allowed by law.

JAMES D. VETTER, 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 James D. Vetter _____
Commissioner Frank DeBrosse _____
Commissioner Paul Simmons _____
Commissioner Rick Walker _____
Commissioner Philip Wead _____

Exhibit "A"


| CITY OF PIQUA OHIO ADA CURB RAMP PROGRAM - PROJECT #26-01 DEADLINE: APRIL 29, 2026 AT 10:00 AM BID TABULATION | | CW Tree and Outdoor Service LLC New Carlisle, OH | | Majors Enterprises Inc Monroe, OH | | L.J. DeWeese Co., Inc. Tipp City, OH | | A to Z Property Maint. LLC Troy, OH | |
|--|----------|--|---------------------|--------------------------------------|---------------------|---|---------------------|---|---------------------|
| Bid Item List | Quantity | Bidder 1 | | Bidder 2 | | Bidder 3 | | Bidder 4 | |
| | | Price | Extension | Price | Extension | Price | Extension | Price | Extension |
| 202 - CONCRETE WALK REMOVED - SF | 6,850.00 | \$4.00 | \$27,400.00 | \$4.00 | \$27,400.00 | \$6.00 | \$41,100.00 | \$6.00 | \$41,100.00 |
| 202 - CURB, CURB & GUTTER REMOVED, TYPE 2 and 6 - LF | 1,800.00 | \$10.00 | \$18,000.00 | \$8.00 | \$14,400.00 | \$15.00 | \$27,000.00 | \$26.00 | \$46,800.00 |
| 202 - DRIVE APPROACH REMOVED - SF | 2,700.00 | \$6.00 | \$16,200.00 | \$6.00 | \$16,200.00 | \$6.00 | \$16,200.00 | \$8.00 | \$21,600.00 |
| SPEC - COMMERCIAL DRIVE APPROACH (8" NON-REINFORCED QC1) - SF | 2,700.00 | \$14.00 | \$37,800.00 | \$18.00 | \$48,600.00 | \$14.00 | \$37,800.00 | \$18.00 | \$48,600.00 |
| 608 - CONCRETE WALK (6" NON-REINFORCED QC1) - SF | 6,150.00 | \$13.00 | \$79,950.00 | \$16.00 | \$98,400.00 | \$14.00 | \$86,100.00 | \$14.00 | \$86,100.00 |
| 608 - DETECTABLE WARNING (CAST IRON TRUNCATED DOMES 2' x 4', PER PIAMA, EA | 79.00 | \$550.00 | \$43,450.00 | \$550.00 | \$43,450.00 | \$950.00 | \$75,050.00 | \$750.00 | \$59,250.00 |
| 609 - COMBINATION CURB AND GUTTER, TYPE 2 (CITY OF PIQUA, QC1) - LF | 770.00 | \$50.00 | \$38,500.00 | \$65.00 | \$50,050.00 | \$50.00 | \$38,500.00 | \$50.00 | \$38,500.00 |
| 609 - CURB, TYPE 6 (CITY OF PIQUA, QC1) - LF | 1,030.00 | \$50.00 | \$51,500.00 | \$65.00 | \$66,950.00 | \$50.00 | \$51,500.00 | \$40.00 | \$41,200.00 |
| 611 - CATCH BASIN REPLACED, CITY OF PIQUA TYPE 6 - EA | 5.00 | \$1,500.00 | \$7,500.00 | \$4,500.00 | \$22,500.00 | \$4,200.00 | \$21,000.00 | \$6,900.00 | \$34,500.00 |
| 611 - CATCH BASIN REPLACED, CITY OF PIQUA TYPE 1 - EA | 14.00 | \$1,500.00 | \$21,000.00 | \$4,000.00 | \$56,000.00 | \$4,200.00 | \$58,800.00 | \$5,500.00 | \$77,000.00 |
| 202 - CATCH BASIN REMOVAL - EA | 19.00 | \$1,500.00 | \$28,500.00 | \$550.00 | \$10,450.00 | \$800.00 | \$15,200.00 | \$950.00 | \$18,050.00 |
| 614 - MAINTAINING TRAFFIC - LS | 1.00 | \$2,000.00 | \$2,000.00 | \$5,000.00 | \$5,000.00 | \$12,500.00 | \$12,500.00 | \$2,200.00 | \$2,200.00 |
| 653 - TOPSOIL FURNISHED AND PLACED (6") - LS | 1.00 | \$4,000.00 | \$4,000.00 | \$9,500.00 | \$9,500.00 | \$12,500.00 | \$12,500.00 | \$4,500.00 | \$4,500.00 |
| 659 - SEEDING AND MULCHING CLASS 1 - LS | 1.00 | \$1,000.00 | \$1,000.00 | \$2,000.00 | \$2,000.00 | \$5,000.00 | \$5,000.00 | \$3,500.00 | \$3,500.00 |
| 624 - MOBILIZATION - LS | 1.00 | \$2,000.00 | \$2,000.00 | \$10,000.00 | \$10,000.00 | \$12,500.00 | \$12,500.00 | \$4,500.00 | \$4,500.00 |
| Total Bid | | | \$378,800.00 | | \$480,900.00 | | \$510,750.00 | | \$527,400.00 |


#26-01 ADA Curb Ramp Project Map 1

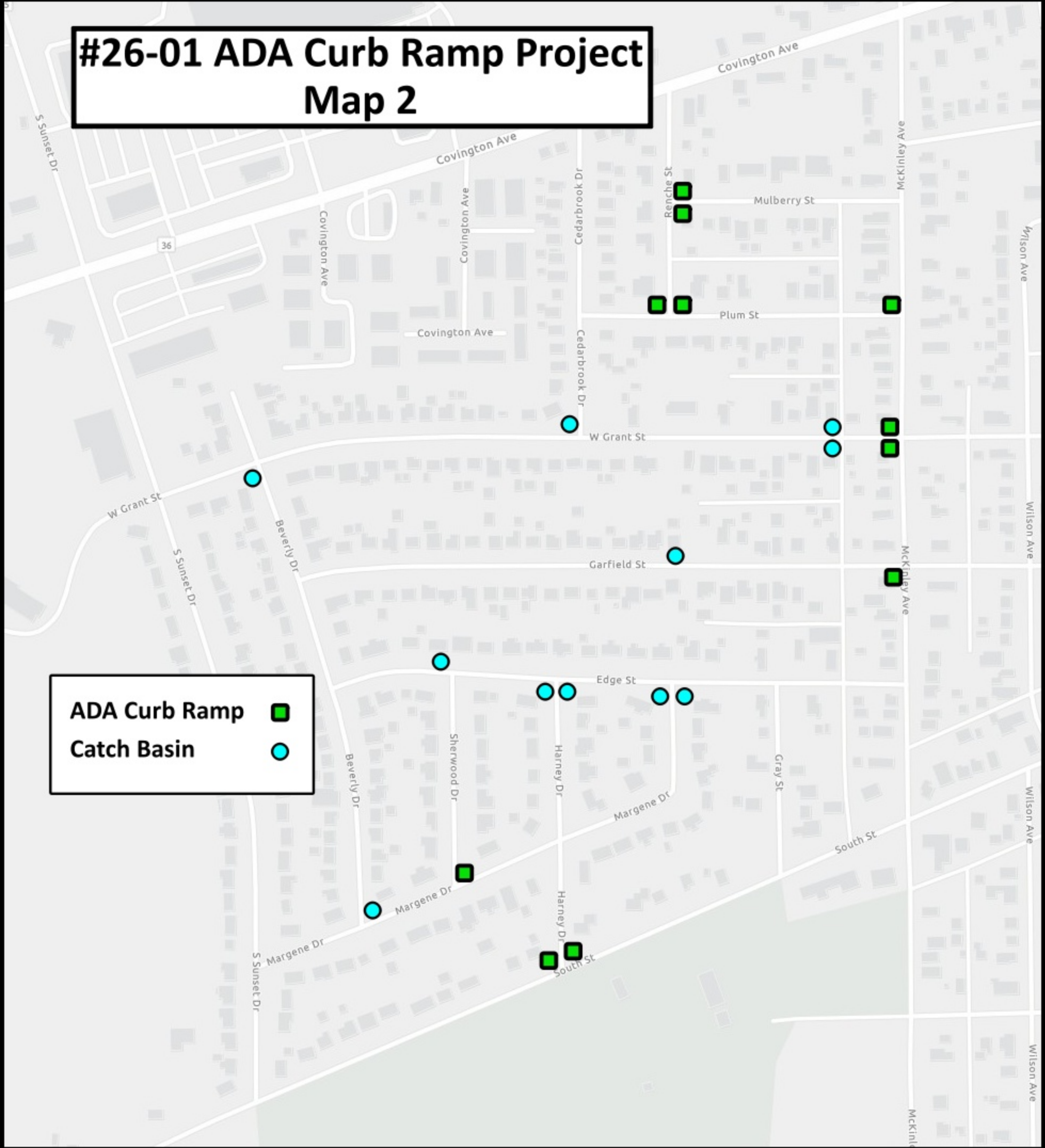
Exhibit "B"



#26-01 ADA Curb Ramp Project Map 2

ADA Curb Ramp 

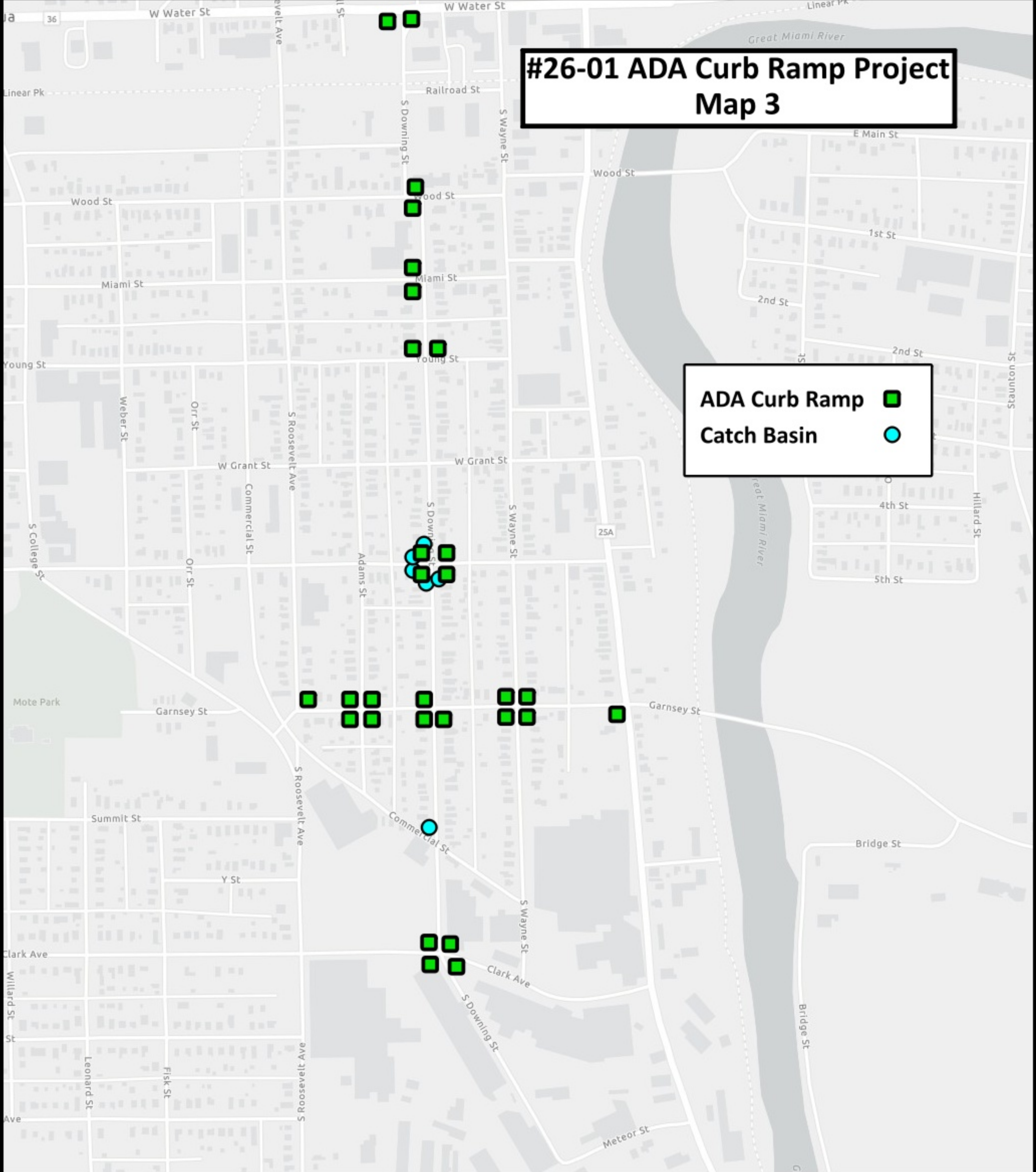
Catch Basin 





#26-01 ADA Curb Ramp Project Map 3

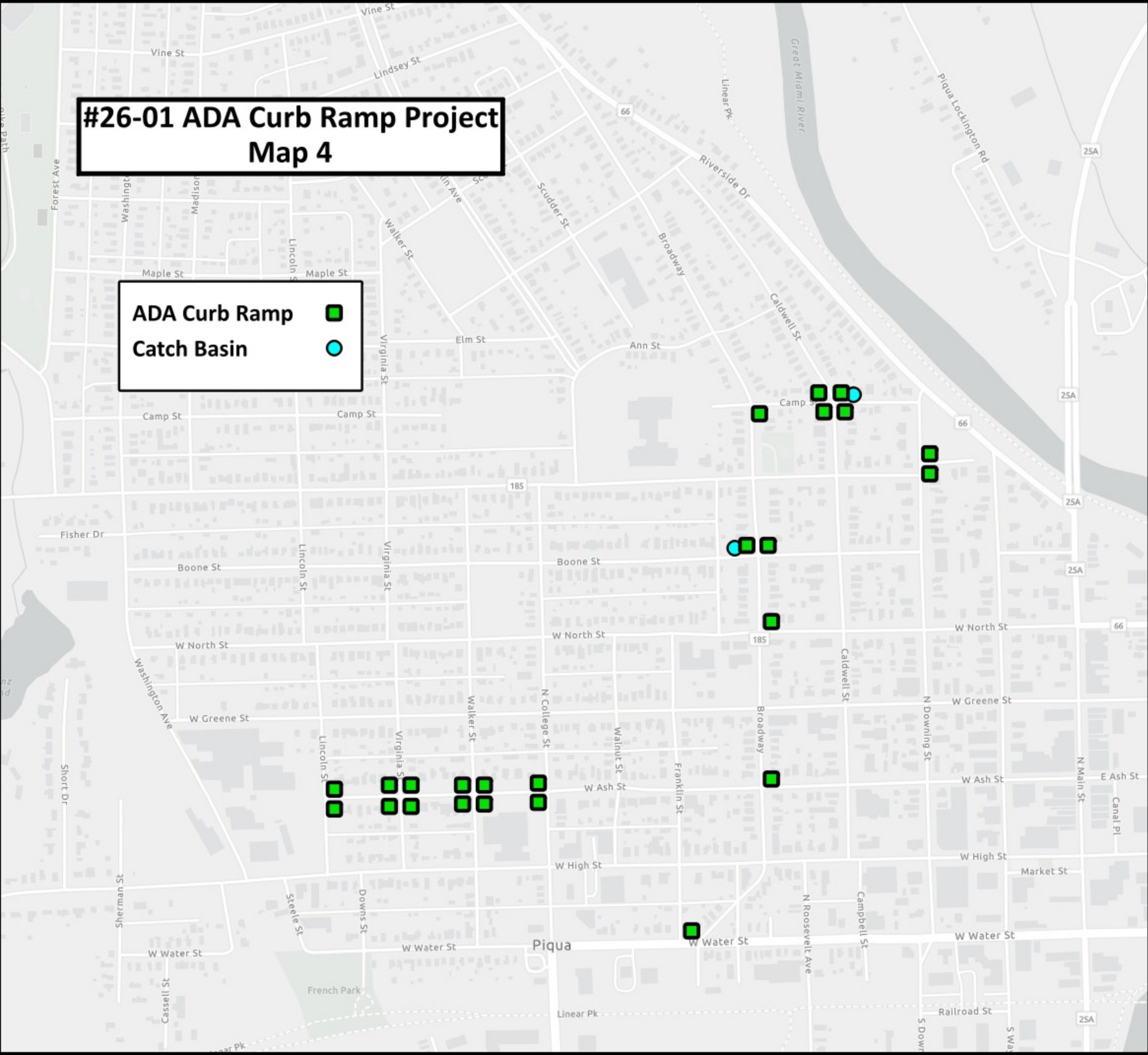
ADA Curb Ramp 

Catch Basin 



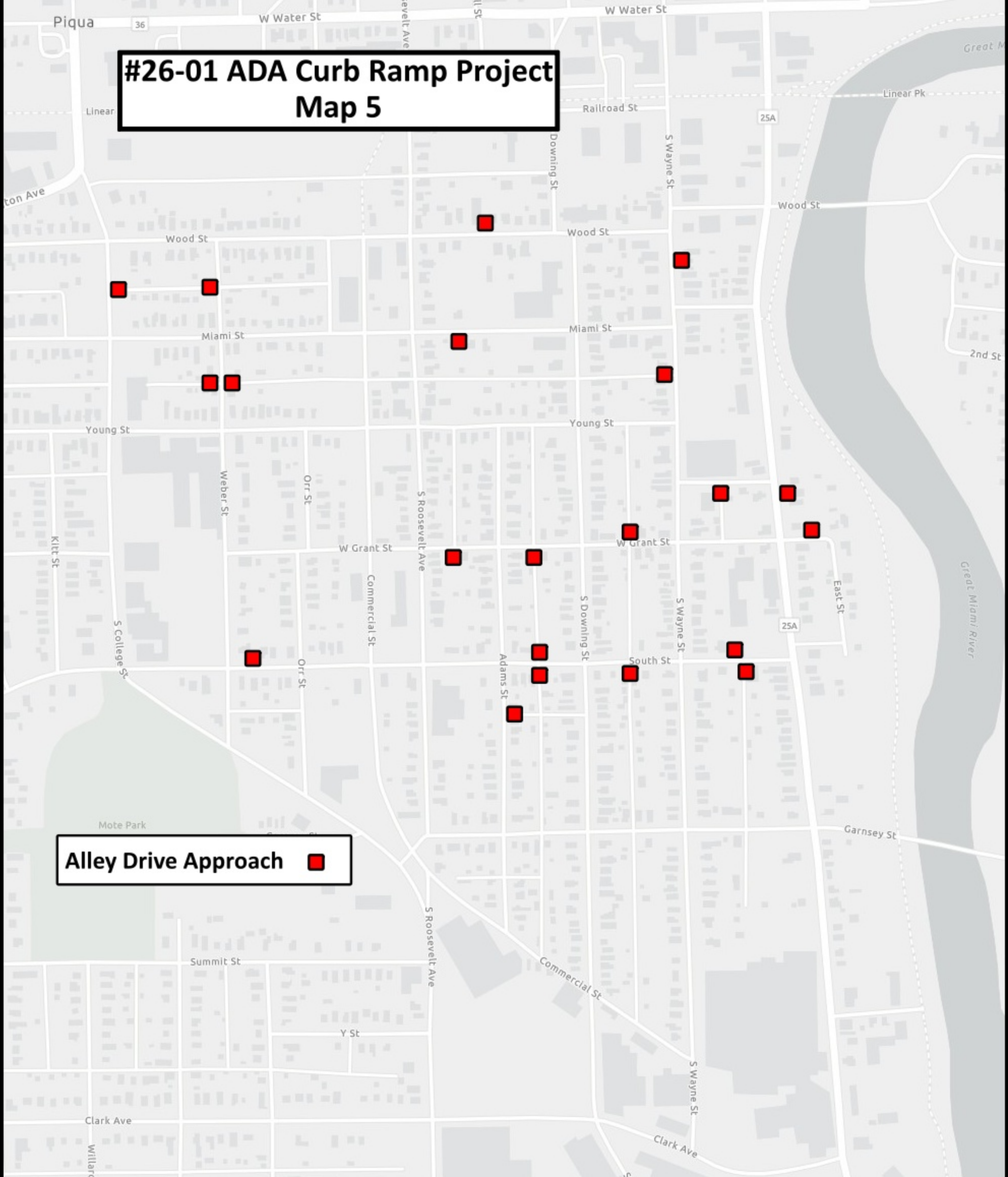
#26-01 ADA Curb Ramp Project Map 4

ADA Curb Ramp 
Catch Basin 



#26-01 ADA Curb Ramp Project Map 5

Alley Drive Approach 



NOTICE OF AWARD

Dated May XX, 2026

TO: CW TREE AND OUTDOOR SERVICE LLC
(BIDDER)
8806 E. STATE ROUTE 40, NEW CARLISLE, OHIO 45344
Address)

CONTRACT FOR: CITY OF PIQUA ADA CURB RAMP PROGRAM PROJECT #26-01

You are notified that your Bid dated APRIL 29, 2026 for the above Contract has been considered. You are the apparent Successful BIDDER and have been awarded a Contract for:

26-01 ADA CURB RAMP PROGRAM

(Indicate total Work, alternates or sections or Work awarded)

The Contract Price of your Contract is THREE HUNDRED-SEVENTY-EIGHT THOUSAND, EIGHT HUNDRED AND 00/100 dollars (\$378,800.00).

Three copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. Additional sets of the Drawings may be requested at the pre-construction meeting for this project.

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award, that is by MAY 26, 2026.

1. You must deliver to the OWNER the fully executed counterparts of the Contract Documents which must bear your signature on page A-8.
2. You must deliver with the executed Contract Documents the Contract Security (Bond), as further described in Article 5 of the General and Supplementary Conditions.
3. You must deliver with the executed Contract Documents the Certificates of Insurance, as further described in Article 5 of the General and Supplementary Conditions.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with the above conditions, OWNER will return to you one fully executed counterpart of the Contract Documents.

City of Piqua

By: _____
(Authorized Signature)

(Title)

AGREEMENT

THIS AGREEMENT is by and between the City of Piqua (hereinafter called OWNER) and CW TREE AND OUTDOOR SERVICE LLC (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

In general, the work consists of the replacement of catch basins and the installation of concrete curbing, drive approaches, sidewalk, and truncated domes at radii and other miscellaneous locations along the streets having pavement work completed.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents is generally described is as follows:

CITY OF PIQUA ADA CURB RAMP PROGRAM PROJECT #26-01

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by the City of Piqua Engineering Department who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIME

4.01 Time of the Essence

A. All time limits for Milestones, if any, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Completion and Final Payment.

A. The Work will be completed and ready for final payment in accordance with paragraph 15.06 of the General Conditions on or before JULY 31, 2026

4.03 Liquidated Damages

- A.** CONTRACTOR and OWNER recognize that time is of the essence for this Agreement. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER five hundred dollars (\$500.00) for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment, until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

- 5.01** OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined at the prices stated in CONTRACTOR's Bid, attached hereto.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A.** CONTRACTOR shall submit Applications for Payment in accordance with ARTICLE 15 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A.** OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in paragraph 6.02.A.1 below. All such payments will be measured by the Unit Price Work based on the number of units completed.
 - 1.** Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine, or OWNER may withhold, in accordance with paragraph 15.03 of the General Conditions:
 - a.** ninety-two percent of Work completed (with the balance being retainage). If Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them,

there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made; and

- b.** ninety-two percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- c.** when progress payments becomes due, the OWNER shall satisfy payment obligations by issuance of payment to the CONTRACTOR in an amount equal to one-hundred percent of the eligible payment due.

6.03 Final Payment

- A.** Upon final completion and acceptance of the Work in accordance with paragraph 15.06 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 15.06.

ARTICLE 7 - DELETED

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- A.** CONTRACTOR has examined and carefully studied the Contract Documents and other related data identified in the Bidding Documents;
- B.** CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance of the Work;
- C.** CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
- D.** CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 5.03 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions;

- E.** CONTRACTOR has obtained and carefully studied or assumes responsibility for having done so all additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto;
- F.** CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents;
- G.** CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents;
- H.** CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents;
- I.** CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR; and
- J.** the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A.** The Contract Documents consist of the following:
1. This Agreement (pages A-1 to A-9, inclusive).
 2. Performance and other Bonds identified as Exhibits B and C consisting of pages A-10 to A-13.
 3. Notice to Proceed (A-14).
 4. General Conditions (TOC 1-5 and 1 to 70, inclusive).
 5. Supplementary Conditions (SC-1 to SC-10, inclusive).
 6. Wage Determination and Payroll Submittal
 7. Specifications bearing the title Concrete Specifications.
 8. Addenda number(s) 0, (inclusive).
 9. CONTRACTOR's Bid pages B-1 to B-16, (inclusive).
 10. Quantity Worksheets
 11. Documentation submitted by CONTRACTOR prior to Notice of Award.
 12. The following forms are provided for possible use after the Effective Date of the Agreement and are attached hereto:
 - a. Application for Payment;
 - b. Contractor's Affidavit, Final Estimate;
 - c. Affidavit – City Income Tax; and
 - d. Affidavit of Compliance, Prevailing Wages.
- B.** The documents listed in paragraph 9.01 are included within this Agreement (except as expressly noted otherwise above).
- C.** There are no Contract Documents other than those listed above in this ARTICLE 9.
- D.** The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

- A.** Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract

- A.** No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A.** OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A.** Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 OTHER PROVISIONS (Insert other provisions here, if applicable.)

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____, _____ (which is the Effective Date of the Agreement.)

OWNER

CONTRACTOR

City of Piqua

CW TREE AND OUTDOOR SERVICE LLC

BY:

BY:

Rick Byron, Interim City Manager

Mandy Wills, President

Witness _____

Witness _____

Address for giving notices:

Address for giving notices:

201 W. Water Street
Piqua, Ohio 45356

CW TREE AND OUTDOOR SERVICE LLC

8806 E. STATE ROUTE 40
NEW CARLISLE, OHIO 45344

(If CONTRACTOR is a corporation, or a partnership, attach evidence of authority to sign).

Email address for wage rate update notices:

CERTIFICATION OF FISCAL OFFICER

The undersigned, as Director of Finance of the City of Piqua, Ohio hereby certifies that funds sufficient to meet the requirement of this Contract have been lawfully appropriated for such purpose and are in the treasury, or in the process of collection.

BY: _____
Jerald O'Brien, Director of Finance

DATE: _____

APPROVED BY OWNER'S LEGAL OFFICER

The undersigned, as Law Director of the City of Piqua, Ohio hereby approves this contract as to form.

BY: _____
Jessica L. Stiltner, Law Director

DATE: _____

City of
PIQUA COMMISSION AGENDA
 STAFF REPORT

| | | |
|---|---|--|
| MEETING DATE | May 5, 2026 | |
| REPORT TITLE | Resolution No. R-64-26 A resolution authorizing the Piqua Police Department to purchase a new camera system to replace the 12 existing cameras and to add an additional camera inside the Evidence Room | |
| SUBMITTED BY | Rick Byron, Police Chief Police | |
| AGENDA CLASSIFICATION | Resolution | |
| BACKGROUND | The department currently operates 10 interior cameras and 2 exterior cameras that monitor and record critical areas that are in need of replacement. Additionally, to acquire and maintain Ohio Collaborative Certification, a camera must be added inside the Evidence Room. | |
| BUDGET/FINANCIAL IMPACT (Project costs and funding sources) | Budgeted \$: | \$33,027.32 |
| | Expenditure \$: | \$33,027.32 |
| | Source of Funds: | 609-609-821-7527 (Law Enforcement Trust Fund) |
| | Narrative: | |
| ATTACHMENTS | 1. Proline Technology Inc. Estimate | |

Resolution No. R-64-26

A resolution authorizing the Piqua Police Department to purchase a new camera system to replace the 12 existing cameras and to add an additional camera inside the Evidence Room

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 Police Department is in need of replacing 12 existing cameras and adding an additional camera inside the Evidence Room, and;

WHEREAS, after receiving a replacement quote from Proline Technology, Inc., the Piqua Police Department has determined to use the quote provided.

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 \$33,027.32.

- SEC. 2: A Purchase Order is hereby authorized to Proline Technology, Inc., for the purchase of a new camera system.

- SEC. 3: The Finance Director certifies that the funds are available or are anticipated to come into the City Treasury and is hereby authorized to draw his warrants from time to time on the appropriate account/s of the City Treasury in payment according to the contract terms.

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

JAMES D. VETTER, 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 James D. Vetter | _____ |
| Commissioner Frank DeBrosse | _____ |
| Commissioner Paul Simmons | _____ |
| Commissioner Rick Walker | _____ |
| Commissioner Philip Wead | _____ |

Estimate

Proline Technology
 6507 Harrison Ave. Suite A
 Cincinnati Ohio 45247
 +1 (513) 654-1001
 www.ProlineTechnology.net



| | |
|---|---|
| Bill to | Service Location |
| City of Piqua 201 W Water St Piqua, Ohio 45356-2235 | City of Piqua 201 W Water St Piqua, Ohio 45356-2235 |
| Estimate #: 4836 | Estimate Date: 04/23/2026 |
| | Sales Rep: Rob Oryl |

| | |
|--------------------|------------------------------|
| DESCRIPTION | Only 1 interior cable needed |
|--------------------|------------------------------|

| Estimate | | | | |
|---|-------|------------|--------|-------------|
| Description | Qty | Rate | Tax | Total |
| Exterior | | | | \$2,376.00 |
| CD43-256E-HW CD43-E Outdoor Dome Camera, 5MP, Fixed Lens | 2.00 | \$999.00 | \$0.00 | \$1,998.00 |
| Camera Install Camera Installation, Mounting, Pointing, Tuning, and Configuration | 2.00 | \$189.00 | \$0.00 | \$378.00 |
| Interior | | | | \$8,837.98 |
| Camera Install Camera Installation, Mounting, Pointing, Tuning, and Configuration | 11.00 | \$189.00 | \$0.00 | \$2,079.00 |
| CAT6-200-INT CAT6 Cable Installation with Terminations, Labeling and Testing | 1.00 | \$454.00 | \$0.00 | \$454.00 |
| CM42-256-HW Verkada CM42 Indoor Mini Dome Camera, 5MP, Fixed Lens, 256GB of Storage, Maximum 30 Days of Retention | 11.00 | \$573.18 | \$0.00 | \$6,304.98 |
| LIC-CAM-10Y-CAP Verkada 10-Year Camera License, Capacity Increase | 13.00 | \$1,639.18 | \$0.00 | \$21,309.34 |
| Shipping Verkada Shipping Charge | 1.00 | \$264.00 | \$0.00 | \$264.00 |
| SHOP SUPPLIES MISC SHOP SUPPLIES | 2.00 | \$120.00 | \$0.00 | \$240.00 |

Estimate Total: **\$33,027.32**

| |
|---------------------------|
| PRE-WORK SIGNATURE |
| |



PROLINE MANAGED SERVICES

Fleet monitoring - DONE FOR YOU

Proline now offers tiered monitoring services designed to simplify system management, enhance response times, and ensure seamless support for your Verkada deployments!

Proline Technology is a VERKADA Platinum Partner & Premier Services Network certified Installer

CHOOSE YOUR SERVICE LEVEL

| | MONITOR | MONITOR + Retrieve | MONITOR + Replace |
|---|-------------|-----------------------|----------------------|
| <i>Annual Price (per camera/year)</i> | \$70 | \$119 | \$149 |
| Continuous monitoring of alerts & camera health | ✓ | ✓ | ✓ |
| Ticket creation & management with Verkada support | ✓ | ✓ | ✓ |
| Proactive notifications & escalation | ✓ | ✓ | ✓ |
| System updates & admin management | ✓ | ✓ | ✓ |
| New personnel support & training | ✓ | ✓ | ✓ |
| Warranty support and system updates | ✓ | ✓ | ✓ |
| License Monitoring | ✓ | ✓ | ✓ |
| Video search and retrieval services | — | ✓ | ✓ |
| Footage archiving | — | ✓ | ✓ |
| Unlimited retrieval requests | — | ✓ | ✓ |
| On-site warranty device replacement | — | — | ✓ |

Call Proline Technology to get your quote Today!

6507 Harrison Ave. Suite A
Cincinnati, OH 45247
(513) 654-1001

FINE PRINT

Verkada® is a trademark of Verkada Inc. All rights reserved.
On-site replacement applies only to eligible Verkada warranty devices and covered locations. Warranty terms and exclusions apply.
Customer must maintain valid/claimed Verkada licenses. Failure to claim or renew licenses may result in loss of most Command functionality after a 30-day grace period. Footage retrieval requests must be submitted by authorized customer contacts and handled according to customer permissions and retention requirements.