



PIQUA CITY COMMISSION REGULAR MEETING/ EXECUTIVE SESSION

TUESDAY, MARCH 17, 2026

5:00 PM

COMMISSION CHAMBER - 2ND FLOOR

201 WEST WATER STREET

PIQUA, OHIO 45356

CALL TO ORDER

THE PLEDGE OF ALLEGIANCE

JOINT MEETING WITH WASHINGTON TWP. TRUSTEES AND PIQUA CITY COMMISSION

ROLL CALL OF PIQUA CITY COMMISSION AND WASHINGTON TWP. TRUSTEES

CONSENT AGENDA

1) Approval of Minutes

Approval of the Minutes from the January 16, 2024, Joint Meeting with Washington Township & Regular Piqua City Commission

2) Resolution No. R-41-26

A resolution appointing Sharon Watson to the Forest Hill Union Cemetery Board

ADJOURN FROM JOINT MEETING WITH WASHINGTON TWP. TRUSTEES

ADJOURNMENT TO EXECUTIVE SESSION

EXECUTIVE SESSION

The Executive Session is to consider the appointment, employment, dismissal, discipline or compensation of the City Manager or City Clerk.

ADJOURNMENT FROM EXECUTIVE SESSION

ROLL CALL

BUSINESS AGENDA

1) Rules of Conduct

CONSENT AGENDA

1) Approval of Minutes

Approval of the Minutes from the March 3, 2026 Regular City Commission Meeting

NEW BUSINESS

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

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

2) Resolution No. R-42-26

A resolution authorizing the City Manager to enter into the program year (PY) 2025 CHIP partnership agreement by and between the Miami County Board of Commissioners, the City of Piqua, and the City of Troy, for the Ohio Department of Development (ODOD) Community Housing Impact and Preservation (CHIP) Program.

3) Resolution No. R-43-26

A Resolution Authorizing a Temporary Loan of Cash From the General Fund to the Economic Development Capital Projects Fund

4) Resolution No. R-44-26

Resolution to Authorize an Economic Development Loan to The Piqua Improvement Corporation

5) Resolution No. R-45-26

Resolution to Authorize an Economic Development Loan to The Piqua Improvement Corporation

6) Resolution No. R-47-26

A Resolution Authorizing the Execution And Delivery of A Cooperative Agreement with the Dayton-Montgomery County Port Authority and Miami Valley Steel Service, Inc. in Connection with the Development and Financing of a Manufacturing Facility in the City of Piqua; and Declaring an Emergency Therein

7) Resolution No. R-48-26

A resolution authorizing a purchase order to Ambient Productions LLC for services provided to the City of Piqua

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.)

**REGULAR PIQUA CITY COMMISSION MEETING MINUTES
TUESDAY, JANUARY 16, 2024**

CALL TO ORDER

Piqua City Commission met at 5 p.m. in the Municipal Government Complex Commission Chambers located at 201 W. Water Street, Piqua, Ohio.

ROLL CALL

Mayor Lee and Commissioners DeBrosse, Hohman, Simmons and Vetter were present.

ADJOURNMENT TO EXECUTIVE SESSION at 5:02 p.m.

A motion was made by Commissioner Hohman to adjourn to Executive Session and seconded by Commissioner Simmons. All were in favor and the motion was carried unanimously.

ROLL CALL

Mayor Lee and Commissioners DeBrosse, Hohman, Simmons and Vetter were present.

EXECUTIVE SESSION

The Executive Session was to consider the appointment, employment, dismissal, discipline or compensation of the City Manager or City Clerk and to consider pending or imminent litigation.

ADJOURNMENT FROM EXECUTIVE SESSION at 6:43 p.m.

A motion was made by Commissioner Hohman to adjourn from Executive Session and seconded by Commissioner Simmons. All were in favor and the motion was carried unanimously.

JOINT MEETING WITH WASHINGTON TOWNSHIP TRUSTEES & PIQUA CITY COMMISSION

ROLL CALL OF PIQUA CITY COMMISSION AND WASHINGTON TOWNSHIP TRUSTEES

Mayor Lee and Commissioners DeBrosse, Hohman, Simmons and Vetter were present, along with Washington Township Trustees T. Jeff Lange and Edward McMaken.

CONSENT AGENDA

APPROVAL OF MINUTES

Approval of the minutes from the October 17, 2023, Joint Meeting of the Washington Township Trustees and the Piqua City Commission

RESOLUTION NO. R-12-24

A resolution appointing a Commissioner Representative to the Board of Trustees of Forest Hill Union Cemetery

Appointment of Commissioner Paul Simmons to the Board of Trustees of Forest Hill Union Cemetery to replace former Commissioner Cindy Pearson

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

ADJOURNMENT FROM JOINT MEETING WITH WASHINGTON TOWNSHIP TRUSTEES at 6:45 p.m.

A motion was made by Township Trustee Edward McMaken to adjourn the Joint Meeting and seconded by Commissioner Hohman. All were in favor and the motion was carried unanimously.

3-17-26
Date approved
Kimberly Hughes
Commission Clerk

James Vetter
Mayor James Vetter

WASHINGTON TOWNSHIP TRUSTEES

Scott Black

Excused
Edward McMaken

T. Jeff Lange

Resolution No. R-41-26

A resolution appointing Sharon Watson to the Forest Hill Union Cemetery Board

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: Sharon Watson is hereby appointed as a member of the Forest Hill Union Cemetery Board for a term of three (3) years to expire on March 1, 2029, or until her successor is confirmed and qualified;
- 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: 3-17-26

ATTEST: Kimberly Hughes
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by Comm. Simmons, seconded by Comm. DeBrosse, and on roll call the following vote ensued:

Mayor James D. Vetter	<u>yea</u>
Commissioner Frank DeBrosse	<u>yea</u>
Commissioner Paul Simmons	<u>yea</u>
Commissioner Rick Walker	<u>yea</u>
Commissioner Philip Wead	<u>yea</u>

Mayor Statement Regarding American Legal Publishing

Per Ordinance No. O-9-25, adopted on September 16, 2025, the Ordinance to adopt the 2025 Supplement pages to the City's Book of Charters was to have passed by the City Commission no later than the last meeting in March. Our City Clerk has been in contact with American Legal Publishing and while the pages have been printed and mailed, they have not been received by the city in time to include in this week's Agenda packet. Therefore, the ordinance with supplement pages will be presented to commission at the earliest City Commission Meeting after being received by the City Clerk's office.

Thank you for your understanding in this matter.

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 MEETING WITH EXECUTIVE SESSION MINUTES
TUESDAY, MARCH 3, 2026**

CALL TO ORDER

The meeting was called to order at 6:06 pm.

THE PLEDGE OF ALLEGIANCE

ROLL CALL

Roll was called and all Commissioners were present.

ADJOURNMENT TO EXECUTIVE SESSION

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

EXECUTIVE SESSION

The Executive Session is to consider the appointment, employment, dismissal, discipline or compensation of the City Manager or City Clerk.

ADJOURNMENT FROM EXECUTIVE SESSION

Commissioner Wead made a motion to adjourn from Executive Session. Seconded by Commissioner DeBrosse. All in favor. Motion carried.

ROLL CALL

Roll called after adjourning from Executive Session. All Commissioners were present.

BUSINESS AGENDA

Commissioner DeBrosse made a motion to approve. Seconded by Commissioner Walker. All in favor. Motion carried.

- 1) Rules of Conduct

CONSENT AGENDA

Jonathan Wessel asked to be called up to speak on the Minutes from the February 17, 2026, City Commission Meeting. Mr. Wessel requested that the statement read by Mayor Vetter at the start of

the meeting on February 17th be added to the minutes as part of the record. There were no additional comments. A motion was made to approve the Consent Agenda by Commissioner Walker with an amendment to include the addition of the statement read by Mayor Vetter at the February 17, 2026 City Commission Meeting. Seconded by Commissioner Wead. All in favor. Motion carried.

1) Approval of Minutes

Approval of the Minutes from the February 17, 2026, Regular City Commission Meeting

2) Resolution No. R-38-26

A resolution appointing a member to the Piqua Energy and Utility Board

3) Resolution No. R-39-26

A resolution appointing a member to the Piqua Energy and Utility Board

OLD BUSINESS

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

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

This is a third reading. Public comments were heard first. Kim Heisler asked when her previous questions will be answered? What are the figures based on? Is the escrow account only to be used specifically for the Data Center? Who is responsible when the figures go over the cap? Will the city be responsible? Is the city protected? Where is economic development falling into those appropriations?

Jonathan Wessel asked what is going on with the public comments. Between the first and second reading there were changes. What are specific changes to the policy on leave payout?

Commissioner DeBrosse asked what the policy change regarding the leave payout was. Catherine Bogan explained it is the number of weeks an employee can accrue. Catherine went on to explain that employees hired prior to 2010 could cash out three weeks of their vacation time. Those hired after 2010 could not. There are only about 20 employees affected by the change in this policy. Can this payout be something that employees can take advantage of every year? Yes. Back to the escrow account, it is Commissioner DeBrosse understanding that there are no invoices paid until there are funds in the escrow account? Jerry clarified that is correct and that it is in writing.

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

Commissioner Simmons voted against. Roll was called with Mayor Vetter, Commissioners DeBrosse, Walker and Wead voting to approve and Commissioner Simmons against. Motion carried.

NEW BUSINESS

1) Resolution No. R-37-26

A resolution authorizing a Purchase Order to Deco dba UUS for the purchase of distribution transformers for the Power System.

RJ Monnier presented. This is to replenish the city's supply of transformers. Bids were received from 10 different vendors. Deco is a company they have done business with before. The bid is for \$199,259.00. The Resolution is for a bit more to allow for additional costs such as shipping. There were no public or commission comments. Commissioner Wead made a motion to approve. Seconded by Commissioner Simmons. All in favor. Motion carried.

2) Resolution No. R-40-26

A Resolution authorizing the City Manager to enter into a Collective Bargaining Agreement with the Piqua Firefighters IAFF Local 252

Citizen, Alisha Lange spoke to express that she does not believe that City Manager, Paul Oberdorfer, should be the one entering a bargaining agreement with the firefighters. Catherine Bogan spoke on behalf of this Resolution. Commissioner DeBrosse asked if this is similar in nature to past agreements. Catherine responded that, yes, they approved it last week. A motion was made by Commissioner DeBrosse to approve. Seconded by Commissioner Walker. Commissioner Simmons voted against. Roll was called. Mayor Vetter, Commissioners DeBrosse, Walker and Wead voted in favor. Commissioner Simmons voted against. Motion carried.

CITY MANAGER'S REPORT

The city has launched the bid process for its new comprehensive plan. Proposals are due by March 27, 2026.

The Fire Department recently certified eight new firefighters, bringing the number up to 15.

COMMISSIONERS COMMENTS

Commissioner Walker, please watch out for children on scooters. He has observed a few near misses between scooters and cars.

Commissioner DeBrosse wanted to thank Catherine, the city manager, and city staff for their work in getting the firefighters agreement renewed. Catherine replied, thank you and the firefighters were very cooperative.

Commissioner Wead wanted to comment about the Data Center. He knows that there are a lot of questions that we were concerned about over the Data Center. He had a lot of questions himself, but we are going forward with the Data Center. He hopes that it becomes a benefit to the City of Piqua. He is tired of seeing businesses go to Troy and Sidney rather than coming to Piqua. He hopes this generates more business coming to Piqua.

Mayor Vetter received a thank-you letter from Edna Stiffel. He asked about the Miami County Council. Piqua is about to receive a Tree City USA Award. He attended the first of several meetings for community partners and shared the names of some of those partners. He attended the ribbon cutting ceremony for Hartzell's new building. The building is very impressive and a large investment in the City.

ADJOURNMENT

Commissioner Walker made a motion to adjourn. Seconded by Commissioner DeBrosse. Meeting adjourned at 7:27.

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.)



JAMES D VETTER, MAYOR

PASSED:

ATTEST:

3-17-26

Kimberly Hughes

COMMISSION CLERK

City of
PIQUA COMMISSION AGENDA
 STAFF REPORT

M.1.

MEETING DATE	March 17, 2026	
REPORT TITLE	Ordinance No. O-3-26 (First Reading) An Amended Ordinance to make appropriations for the City of Piqua, Ohio for the year 2026	
SUBMITTED BY	Jerry O'Brien, Director Finance	
AGENDA CLASSIFICATION	Ordinance	
BACKGROUND	The changes to the appropriations are due to changes in plans after the 2026 budget was completed. SECTION 1: The increase in operations and maintenance is to fund the contract for legal services related to prosecution activities of the City. SECTION 2: The appropriations in this fund are intended to fund certain economic development projects being undertaken by the City. One of the projects is to provide improvements in order to facilitate the development of 30 3-story town units. The reclassification of appropriations from capital to operating & maintenance is to increase the estimate of available funding for this project in the correct account.	
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted \$:	\$100,000
	Expenditure \$:	
	Source of Funds:	
	Narrative:	
ATTACHMENTS	1. 2026 Supplemental Appropriations 3-17-26	

ORDINANCE NO. O-1-26
AN ORDINANCE TO MAKE APPROPRIATIONS FOR THE
CITY OF PIQUA, OHIO FOR THE YEAR 2026

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

SEC. 1: That there be appropriated from the GENERAL FUND (001)

ACCOUNT	2026 BUDGET	INCREASE (DECREASE)	2026 REVISED BUDGET
Law			
Personal Services/Administrative Support	\$ 304,486	\$ -	\$ 304,486
Operation & Maintenance	101,786	100,000	201,786
Allocated Expenses	(234,750)		(234,750)
TOTAL	\$ 171,522	\$ 100,000	\$ 271,522

SEC. 2: That there be appropriated from the ED IMPROVEMENTS 2026 FUND (346)

Operation & Maintenance	\$ 435,000	\$ 27,000	\$ 462,000
Capital Outlay (including labor)	981,096	(27,000)	954,096
TOTAL	\$ 1,416,096	\$ -	\$ 1,416,096

SEC. 3: That the sum appropriated are actual expenditures for goods and services or other government functions performed in the calendar year 2026. Future commitments representing encumbrances of fund balance or future receipts will be appropriated in the future year when those services or goods are rendered to the city.

SEC. 4: That the sums expended from the appropriations and which are proper charges against any other department or against any person, firm or corporation which are repaid with the period covered by such appropriations shall be considered reappropriated for such original purposes; provided, that the net total of expenditures under any item of said appropriations shall not exceed the amount of the item.

SEC. 5: That the Director of Finance is hereby authorized and directed to draw her warrant upon the City Treasury for the amounts appropriated in this order when claims are properly presented and approved, the same to be chargeable to the appropriations for the year 2026 when passed and legally contracted for in conformity by law.

SEC. 6: That the Finance Director at the discretion of the City Manager make temporary advances from the General Fund to any Fund to cover temporary shortages of cash until revenues or permanent transfers become available to repay that temporary advance. That these advances may not exceed \$1,000,000 in the aggregate nor extend past December 31, 2026; except those that are to be reimbursed by federal, state or other grant programs that were previously approved by this Commission.

SEC. 7: That all ordinances, or parts of ordinances, inconsistent with this ordinance be and they are hereby repealed.

James D. Vetter, MAYOR

PASSED: _____

ATTEST: _____
CLERK OF COMMISSION

The Motion to adopt the foregoing Ordinance was offered by _____

seconded by _____ and on roll call the following vote ensued:

Mayor James D. Vetter _____
Commissioner Rick Walker _____
Commissioner Paul Simmons _____
Commissioner Frank DeBrosse _____

Commissioner

City of PIQUA

COMMISSION AGENDA STAFF REPORT

M.2.

MEETING DATE	March 17, 2026	
REPORT TITLE	<u>Resolution No. R-42-26</u> A resolution authorizing the City Manager to enter into the program year (PY) 2025 CHIP partnership agreement by and between the Miami County Board of Commissioners, the City of Piqua, and the City of Troy, for the Ohio Department of Development (ODOD) Community Housing Impact and Preservation (CHIP) Program.	
SUBMITTED BY	Kyle Hinkelman , Director Community Services	
AGENDA CLASSIFICATION	Resolution	
BACKGROUND	Type background The City of Piqua intends to partner with the Miami County Board of Commissioners apply to the Ohio Development Services Agency (ODSA) for funding under the Program Community Housing Impact and Preservation (CHIP) Program. Through this partnership Board of Commissioners, City Tipp City, City of Troy and the City of Piqua will be apply CHIP Program Competitive Grant comprised of federal Community Development Block federal HOME Investment Partnership (HOME) funds, and Ohio Housing Trust (OHTF) The following eligible CHIP activities have been selected for the City of Piqua: • Private Owner Rehabilitation (Owner-occupied dwellings) • Owner Home Repair (Owner-occupied dwellings) The CHIP funds must be spent by April 30, 2028.	
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	info here.	
	Budgeted \$:	\$263,466
	Expenditure \$:	\$263,466
	Source of Funds:	CDBG (Federal Funds); HOME (Federal Funds); OHTF (State Funds)
	Narrative:	The total CHIP budget for the City of Piqua is \$263,466.
ATTACHMENTS	1. Exhibit A - Partnership Agreement	

Resolution No. R-42-26

A resolution authorizing the City Manager to enter into the program year (PY) 2025 CHIP partnership agreement by and between the Miami County Board of Commissioners, the City of Piqua, and the City of Troy, for the Ohio Department of Development (ODOD) Community Housing Impact and Preservation (CHIP) Program.

WHEREAS, the City of Piqua in conjunction with Miami County and the City of Troy, the Partnering Jurisdictions, will be applying for a \$711,110.00 CHIP Program Competitive Grant comprised of federal Community Development Block Grant (CDBG) funds, federal HOME Investment Partnership (HOME) funds, and Ohio Housing Trust Funds (OHTF); and

WHEREAS, the Partnership Agreement included herewith as Exhibit A, outlines the program terms and conditions to be satisfied and the responsibilities of both the Applicant/Grantee and the Partnering Jurisdictions; and,

WHEREAS, the Ohio Department of Development requires the governing body of the Applicant/Grantee and the governing body of each Partnering Jurisdiction to authorize the Partnership Agreement.

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

- SEC. 1: That the City of Piqua hereby authorizes the City Manager to execute the Partnership Agreement included herewith as Exhibit A and to take the actions necessary to fulfill the terms and conditions and responsibilities of the partnering jurisdiction and described therein.
- SEC. 2: This Resolution shall take effect and be in force from the earliest period allowed by law.



JAMES D. VETTER, MAYOR

PASSED: 3-17-26

ATTEST: Kimberly Hughes
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by ^{Comm. Walker}None, seconded by ^{Comm. Wead}None, and on roll call the following vote ensued:

Mayor James D. Vetter	<u>yea</u>
Commissioner Frank DeBrosse	<u>yea</u>
Commissioner Paul Simmons	<u>nay</u>
Commissioner Rick Walker	<u>yea</u>
Commissioner Philip Wead	<u>yea</u>

PY 2025 CHIP PROGRAM PARTNERSHIP AGREEMENT

by and between

BOARD OF MIAMI COUNTY COMMISSIONERS

and

CITY OF PIQUA, OHIO

and

CITY OF TROY, OHIO

for the

OHIO DEPARTMENT OF DEVELOPMENT (ODOD)

COMMUNITY HOUSING IMPACT AND PRESERVATION (CHIP) PROGRAM

This **Program Year 2025 CHIP Program Partnership Agreement** (hereinafter referred to as **Partnership Agreement**) is entered into by and between the **Board of Miami County Commissioners, Miami County, Ohio, an Ohio County** (hereinafter referred to as the **Applicant/Grantee**), the **City of Piqua, Ohio, an Ohio Municipal Corporation** (hereinafter referred to as a **Partnering Jurisdiction**), and the **City of Troy, Ohio, an Ohio Municipal Corporation** (hereinafter referred to as a **Partnering Jurisdiction**) for the undertaking of the **PY 2025 Community Housing Impact and Preservation Program** (hereinafter referred to as the **CHIP Program**), in the event the **PY 2025 CHIP Program Application** is funded by the **Ohio Department of Development** (hereinafter referred to as **ODOD**).

WHEREAS, Applicant/Grantee, in conjunction with the Partnering Jurisdictions, will be applying for a **\$711,100 CHIP Program Competitive Grant** comprised of federal Community Development Block Grant (CDBG) funds, federal HOME Investment Partnership (HOME) funds, and Ohio Housing Trust Funds (OHTF); and

WHEREAS, the ODOD requires the designation of an Applicant/Grantee in order for a CHIP Program Partnership to apply for CHIP Program funding; and

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

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

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

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

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

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

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

1. Designation of Applicant/Grantee

The Board of Miami County Commissioners is hereby designated the Applicant/Grantee in order for the Miami County/City of Piqua/City of Troy CHIP Program Partnership to apply for PY 2025 CHIP Program funding.

2. Partnering Jurisdictions

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

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

3. Scope of Agreement

PY 2025 CHIP Program:

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

The Applicant/Grantee, with assistance from the Partnering Jurisdictions, shall undertake and complete the activities as set forth in the \$711,100 PY 2025 CHIP Program Application to be submitted to the ODOD on or before June 25, 2025.

The initial overall PY2025 CHIP Program Budget is established as follows:

3. Scope of Agreement (continued)

The proposed PY2025 CHIP Program Budget is established as follows:

Total CHIP Program Budget (All Funds-Including Program Income) --- \$881,300.

Total PY 2025 CHIP Program Grant Request --- \$711,100.

PY 2025 CHIP Program Funds Reserved for General Administration and Fair Housing --- \$67,300.

Balance of PY 2025 CHIP Program Funds for Project Activities --- \$814,000.

Total HOME Program Income Funds --- \$154,700.

Total CDBG Program Income Funds --- \$15,500.

CDBG Allocation Fair Housing Funds --- \$2,000

Total Leveraged Funds --- \$172,200.

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

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

Project/Activity – Miami County	CHIP Funds	Other Funds	Program Goal
Rehabilitation Assistance – Owner Rehabilitation	\$122,568	\$94,100	3 Units
Rehabilitation Assistance – Rental Rehabilitation	\$ 0	\$ 0	0 Units
Repair Assistance – Owner Home Repair	\$ 54,900	\$15,500	3 Units
Repair Assistance – Rental Home Repair	\$ 0	\$ 0	na
Homeownership Assistance – Down payment Assistance	\$ 0	\$ 0	na
Homeownership Assistance – DPA/Rehabilitation	\$ 0	\$ 0	na
Tenant-Based Rental Assistance – Rental Housing Assistance	\$ 0	\$ 0	na
Total CHIP Program Funds Allocated for Miami County:	\$177,468	\$109,600	6 Units

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

Project/Activity – City of Piqua	CHIP Funds	Other Funds	Program Goal
Rehabilitation Assistance – Owner Rehabilitation	\$ 156,066	\$ 60,600	3 Units
Rehabilitation Assistance – Rental Rehabilitation	\$ 0	\$ 0	na
Repair Assistance – Owner Home Repair	\$ 46,800	\$ 0	2 Units
Repair Assistance – Rental Home Repair	\$ 0	\$ 0	na
Homeownership Assistance – Down payment Assistance	\$ 0	\$ 0	na
Homeownership Assistance – DPA/Rehabilitation	\$ 0	\$ 0	na
Homeownership Assistance – New Construction – Habitat	\$ 0	\$ 0	na
Tenant-Based Rental Assistance – Rental Housing Assistance	\$ 0	\$ 0	na
Total CHIP Program Funds allocated for City of Piqua:	\$ 202,866	\$ 60,600	5 Units

3. Scope of Agreement (continued)

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

Project/Activity – City of Troy	CHIP Funds	Other Funds	Program Goal
Rehabilitation Assistance – Owner Rehabilitation	\$216,666	\$ 0	3 Units
Rehabilitation Assistance – Rental Rehabilitation	\$ 0	\$ 0	na
Repair Assistance – Owner Home Repair	\$ 46,800	\$ 0	2 Units
Repair Assistance – Rental Home Repair	\$ 0	\$ 0	na
Homeownership Assistance – Down payment Assistance	\$ 0	\$ 0	na
Homeownership Assistance – DPA/Rehabilitation	\$ 0	\$ 0	na
Tenant-Based Rental Assistance – Rental Housing Assistance	\$ 0	\$ 0	na
Total CHIP Program Funds allocated for City of Troy:	\$263,466	\$ 0	5 Units

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

Miami County – Applicant/Grantee	CHIP Funds	Other Funds
Administration/Fair Housing – General Administration	\$ 30,900	\$ 0
Administration/Fair Housing – Fair Housing Program	\$ 0	\$ 2,000
Sub-Total for Miami County:	\$ 30,900	\$ 2,000
City of Piqua – Partnering Jurisdiction	CHIP Funds	
Administration/Fair Housing – General Administration	\$ 18,200	\$ 0
Administration/Fair Housing – Fair Housing Program	\$ 0	\$ 0
Sub-Total for City of Piqua:	\$ 18,200	
City of Troy – Partnering Jurisdiction	CHIP Funds	
Administration/Fair Housing – General Administration	\$ 18,200	\$ 0
Administration/Fair Housing – Fair Housing Program	\$ 0	\$ 0
Sub-Total for City of Troy:	\$ 18,200	\$ 0
CHIP Program Total:	\$67,300	\$ 2,000

Housing Program Income:

This Partnership Agreement covers all Housing Program Income funds available at the time of application submission (available balance through March 31, 2025 per the ODO), and remains in effect until the CHIP Program activities are completed, all the funds are expended and the grant is closed out.

Applicant/Grantee will be responsible for the retention and redistribution CHIP Program Income generated from the implementation of its activities. Any CHIP Program Income resulting from the

3. Scope of Agreement (continued)

Applicant/Grantee's expenditure of CHIP Program funds will be administered in compliance with the Applicant/Grantee's Housing Revolving Loan Fund Administration Agreement with the ODOD.

The Partnering Jurisdiction of the City of Piqua will be responsible for the retention and redistribution of CHIP Program Income generated from the implementation of its activities. Any CHIP Program Income resulting from the City of Piqua's expenditure of CHIP Program funds will be administered in compliance with the City of Piqua's Housing Revolving Loan Fund Administration Agreement with the ODOD.

The Partnering Jurisdiction of the City of Troy will be responsible for the retention and redistribution of CHIP Program Income generated from the implementation of its activities. Any CHIP Program Income resulting from the City of Troy's expenditure of CHIP Program funds will be administered in compliance with the City of Troy's Housing Revolving Loan Fund Administration Agreement with the ODOD.

The Applicant/Grantee and Partnering Jurisdictions mutually understand they are to be compliant with the ODOD "Program Policy Notice: 21-02 – Finance Mechanisms and Housing Affordability Requirements for the Office of Community Development Program-Funded Projects. Finance Mechanisms for activities funded with program income must follow at least the minimum funding source requirements and must be defined in the grantees local Policies and Procedures Manual as approved by OCD.

Housing Program Income funds committed by Miami County (Applicant/Grantee) for Project Activities located in Miami County:

Project/Activity – Miami County	Program Income	Program Goal
Rehabilitation Assistance – Owner Rehabilitation	\$ 94,100	0 Units*
Rehabilitation Assistance – Rental Rehabilitation	\$ 0	0 Units*
Repair Assistance – Owner Home Repair	\$ 15,500	0 Units*
Repair Assistance – Rental Home Repair	\$ 0	NA
Homeownership Assistance – Downpayment Assistance	\$ 0	NA
Homeownership Assistance – DPA/Rehabilitation	\$ 0	NA
Tenant-Based Rental Assistance – Rental Housing Assistance	\$ 0	NA
Total Program Income Funds committed by Miami County:	\$109,600	0 Units*

*CHIP Program-funded outcomes of 3 units of Owner Rehabilitation, and 3 units of Home Repair. No additional units financed solely with Program Income.

3. Scope of Agreement (continued)

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

Project/Activity – City of Piqua	Program Income	Program Goal
Rehabilitation Assistance – Owner Rehabilitation	\$ 60,600	0 Units*
Rehabilitation Assistance – Rental Rehabilitation	\$ 0	NA
Repair Assistance – Owner Home Repair	\$ 0	NA
Repair Assistance – Rental Home Repair	\$ 0	NA
Homeownership Assistance – Downpayment Assistance	\$ 0	NA
Homeownership Assistance – DPA/Rehabilitation	\$ 0	NA
Tenant-Based Rental Assistance – Rental Housing Assistance	\$ 0	NA
Total Program Income Funds committed by City of Piqua:	\$60,600	0 Units*

*CHIP Program-funded outcome of 3 units of Owner Rehabilitation. No additional units financed solely with Program Income.

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

Project/Activity	Program Income	Program Goal
Rehabilitation Assistance – Owner Rehabilitation	\$ 0	NA
Rehabilitation Assistance – Rental Rehabilitation	\$ 0	NA
Repair Assistance – Owner Home Repair	\$ 0	NA
Repair Assistance – Rental Home Repair	\$ 0	NA
Homeownership Assistance – Downpayment Assistance	\$ 0	NA
Homeownership Assistance – DPA/Rehabilitation	\$ 0	NA
Tenant-Based Rental Assistance – Rental Housing Assistance	\$ 0	NA
Total Program Income Funds committed by City of Troy:	\$ 0	

4. Performance and Monitoring

The Applicant/Grantee assumes the responsibility for program planning, administration, implementation, fiscal obligation, and closeout for the lifetime of the CHIP Program grant period, which is estimated to have an effective term of December 1, 2025 through April 30, 2028.

The Applicant/Grantee will manage the grant fund administration and implementation. CHIP Program funds allocated by the Applicant/Grantee for the Partnering Jurisdictions are budgeted as shown in Section 3 of this Partnership Agreement based on the Partnership's planning process. The CHIP Program funds budgeted for the Partnering Jurisdictions are not awarded to the Partnering Jurisdictions, but are intended to be utilized for projects that take place within the Partnering Jurisdictions.

The Applicant/Grantee will monitor the performance of Partnering Jurisdictions in terms of goals and performance standards as stated above. Partnering Jurisdictions shall provide Applicant/Grantee all necessary reporting information as required by ODOT in the administration and review of the CHIP Program funded activities. Substandard performance as determined by the Applicant/Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Partnering Jurisdiction within a reasonable period of time after being notified by Applicant/Grantee, suspension of funding procedures against the Partnering Jurisdiction will be initiated by Applicant/Grantee.

5. Termination of Agreement

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

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

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

6. Prohibition on Subrecipient Agreements

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

7. CHIP Program Policy and Procedures Manual (PPM)

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

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

- a. Client selection criteria, including the population(s) to be served.
- b. Details about the finance mechanism(s) that will be implemented.

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

8. Partnering Jurisdiction Responsibilities

Program Planning:

- a. Applicant/Grantee will be responsible for preparing the Partnership's ODOD required Housing and Community Services Assessment.
- b. Applicant/Grantee will determine how CHIP Program funds will be allocated and distributed in consultation with the Partnering Jurisdictions in conjunction with the above-mentioned Housing and Community Services Assessment.
- c. Applicant/Grantee will be responsible for preparing and submitting the CHIP Program Grant Application on or before the June 25, 2025 deadline.
- d. Partnering Jurisdictions will be responsible for participating in the planning process for the ODOD required Housing and Community Services Assessment.
- e. Partnering Jurisdictions will be responsible for recommending how CHIP Program funds will be allocated and distributed by the Applicant/Grantee in conjunction with the above-mentioned Housing and Community Services Assessment.

General Administration and Oversight Process:

- a. Applicant/Grantee will be responsible for executing Grant Agreements with the ODOD for the CHIP Program Grant, if awarded funding by the ODOD.
- b. The City of Piqua Partnering Jurisdiction will be responsible for undertaking specific projects of the CHIP Program Grant that are located within the City of Piqua.
- c. The City of Troy Partnering Jurisdiction will be responsible for undertaking specific projects of the CHIP Program Grant that are located within the City of Troy.
- d. Applicant/Grantee will remain responsible for employing administrators and any consultant staff.
- e. The Applicant/Grantee's CHIP Program Policy and Procedures Manual (PPM) has been adopted for CHIP Program Partnership.

Activity Implementation:

- a. Applicant/Grantee will undertake the CHIP Program project activities based on need, performance, timeliness, outcome achievement, and availability of funds for all projects not located within a Partnering Jurisdiction.
- b. The City of Piqua Partnering Jurisdiction will undertake its specific projects of the CHIP Program Grant that are located within the City of Piqua based on need, performance, timeliness, outcome achievement, and availability of funds.

- c. The City of Troy Partnering Jurisdiction will undertake its specific projects of the CHIP Program Grant that are located within the City of Troy based on need, performance, timeliness, outcome achievement, and availability of funds.
- d. Applicant/Grantee, and the Partnering Jurisdictions will undertake its specific projects of the CHIP Program Grant financed with HOME funds in accordance with the commitment deadline established by the ODOD. All Partnering Jurisdictions shall have at least 50% of their HOME funds committed to projects by May 31, 2027. All Partnering Jurisdictions shall have 100% of their HOME funds committed to projects by November 30, 2027. The Partnering Jurisdiction must notify the Applicant/Grantee by March 30, 2027 of any balance of HOME funds the Partnering Jurisdiction predicts it will be unable to commit by November 30, 2027. The Applicant/Grantee reserves the right to reallocate the Partnering Jurisdiction's projected uncommitted HOME funds to activities of the Applicant/Grantee or another Partnering Jurisdiction.
- e. Applicant/Grantee will be responsible for filing mortgages on its properties, if applicable.
- f. Partnering Jurisdictions will be responsible for filing mortgages on its properties, if applicable

Fiscal Obligation:

- a. Applicant/Grantee shall use the CHIP Program grant funds solely for the stated purposes set forth in this Partnership Agreement and in the Grant Agreement between the Applicant/Grantee and the ODOD.
- b. The Partnering Jurisdictions shall use the CHIP Program grant funds solely for the stated purposes set forth in this Partnership Agreement and in the Grant Agreement between the Applicant/Grantee and the ODOD.
- c. All expenditures of the Applicant/Grantee and the Partnering Jurisdictions shall be supported by contracts, invoices, vouchers and other data as appropriate.
- d. Applicant/Grantee and the Partnering Jurisdictions shall require delivery before payment is made for purchased goods, equipment or services, unless the Applicant/Grantee obtains satisfactory security from the vendor.
- e. CHIP Program grant funds shall be deposited and maintained in a separate fund account upon the books and records of the Applicant/Grantee.
- f. Partnering Jurisdictions shall directly pay contractor invoices then submit reimbursement requests to the Applicant/Grantee containing complete source documentation verifying that invoices were paid.

Records Availability for Monitoring Purposes:

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

- c. All records of the Applicant/Grantee and the Partnering Jurisdictions pertinent to the activities undertaken as part of this Partnership Agreement shall be maintained in accordance with 24 CFR 570.490 or 570.506, the Grant Agreements with the ODOD, the Ohio Small Cities CDBG Program Handbook and the PY 2025 CHIP Program application, which are not attached hereto but is incorporated herein by reference.

Closeout of CHIP Program Grant:

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

9. Notices

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

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

Miami County (Applicant/Grantee)

Kelly Fackel, Director
Miami County Department of Development
1506 One Stop Court, Suite 6, Troy, Ohio 45373
kfackel@miamicountyohio.gov

City of Piqua (Partnering Jurisdiction)

Paul Oberdorfer, City Manager
City of Piqua
201 West Water Street, Piqua, Ohio 45356
poberdorfer@piquaoh.org

City of Troy (Partnering Jurisdiction)

Patrick Titterington, Director of Public Service and Safety
City of Troy
100 South Market Street, Troy, Ohio 45373
patrick.titterington@troyohio.gov

10. Miscellaneous

Governing Law

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

Forum and Venue

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

Entire Agreement

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

Severability

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

Amendments or Modifications

Any party may at any time during the term of this Partnership Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Plan Submission. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the PY 2025 CHIP Program funded activities. Should the parties consent to modification of the Partnership Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

Assignment

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

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

MIAMI COUNTY, OHIO
BOARD OF COUNTY COMMISSIONERS

BY: _____
Ted S. Mercer, President

BY: _____
Wade H. Westfall, Vice President

BY: _____
Gregory A. Simmons, Vice President

APPROVED AS TO FORM:

Miami County

THE CITY OF PIQUA, OHIO

A MUNICIPAL CORPORATION

BY: _____
Paul Oberdorfer, City Manager

APPROVED AS TO FORM:

City of Piqua

THE CITY OF TROY, OHIO

A MUNICIPAL CORPORATION

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

APPROVED AS TO FORM:

City of Troy

City of
PIQUA COMMISSION AGENDA
STAFF REPORT

M.3.

MEETING DATE	March 17, 2026		
REPORT TITLE	<u>Resolution No. R-43-26</u> A Resolution Authorizing a Temporary Loan of Cash From the General Fund to the Economic Development Capital Projects Fund		
SUBMITTED BY	Jerry O'Brien, Director Finance		
AGENDA CLASSIFICATION	Resolution		
BACKGROUND	The City Commission will be considering several economic development projects and authorizing a bond issuance to provide funds for the projects. If approved, the bonds will be sold in April 2026 and the proceeds are expected to be received by the City at the end of April or early May 2026. Some of the projects will take place before the bond proceeds are received. However, money must be available in the Economic Development Capital Projects Fund in order for the Finance Director to certify that funds are available for the projects in order for contracts to be executed. When the bonds are sold and the proceeds received, the advance will be repaid.		
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted \$:	\$1,200,000	
	Expenditure \$:		
	Source of Funds:	General Fund	
	Narrative:		
ATTACHMENTS	None		

Resolution No. R-43-26

A Resolution Authorizing a Temporary Loan of Cash From the General Fund to the Economic Development Capital Projects Fund

WHEREAS, Staff has identified several economic development projects that either have been or will be brought before Commission for consideration; and,

WHEREAS, The Commission will be considering issuing bonds to fund the projects; and,

WHEREAS, Staff has determined it is in the best interest of the City to begin the projects as soon as possible; and,

WHEREAS, An advance of cash from the General Fund to the Economic Development Capital Projects Fund would allow the projects to begin earlier than waiting on the bond proceeds to be received; and,

WHEREAS, The Auditor of State Ohio Compliance Supplement requires that: "Temporary loans require a resolution authorizing the temporary loans."

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

SEC. 1: That the Finance Director be authorized to temporarily loan funds (advance) from the General Fund to the Economic Development Capital Projects Fund in an amount not to exceed \$1,200,000.

SEC. 2: That the Finance Director be authorized to repay the advance from the General Fund to the Economic Development Capital Projects Fund in the amount borrowed (\$1,200,000) upon receipt of the bond proceeds.

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: 3-17-26

ATTEST: Kimberly Hughes
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by ^{Comm. DeBrosse} ~~None~~, seconded by ^{Comm. Wead} ~~None~~, and on roll call the following vote ensued:

Mayor James D. Vetter	<u>yea</u>
Commissioner Frank DeBrosse	<u>yea</u>
Commissioner Paul Simmons	<u>no</u>
Commissioner Rick Walker	<u>yea</u>
Commissioner Philip Wead	<u>yea</u>

City of
PIQUA COMMISSION AGENDA
 STAFF REPORT

M.4.

MEETING DATE	March 17, 2026	
REPORT TITLE	Resolution No. R-44-26 Resolution to Authorize an Economic Development Loan to The Piqua Improvement Corporation	
SUBMITTED BY	Chris Schmiesing, Director Economic Development	
AGENDA CLASSIFICATION	Fiscal Legislation	
BACKGROUND	The Downtown Riverfront Development Strategy planning document identified the Zollinger building at 101 S. Wayne Street as a strategic redevelopment opportunity. The plan document notes that positioning the property for redevelopment will encourage new investment in the community and the revitalization of the surrounding area. Supporting The Piqua Improvement Corporation's acquisition of the property, which is listed on the national register of historic places, will facilitate the restoration of the property with the highest and best uses.	
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted \$:	196,000
	Expenditure \$:	196,000
	Source of Funds:	General Fund
	Narrative:	Acquisition of the property will enable a portion of the lot to be split off and assembled with the town home site to make that tract complete; and, enable a qualified developer to restore the subject property as described.
ATTACHMENTS	1. Exhibit A	

Resolution No. R-44-26

Resolution to Authorize an Economic Development Loan to The Piqua Improvement Corporation

WHEREAS, investments in economic and community development activities are vital to job creation, attracting and retaining workforce and businesses, and encouraging community growth; and,

WHEREAS, the City of Piqua Economic Development Fund was established to provide capital for business development and expansion and property revitalization opportunities to attract and leverage additional investment, resulting in the creation/retention of employment opportunities and enhanced quality of life opportunities for residents; and,

WHEREAS, the City of Piqua desires to support development opportunities that advance Economic Development goals; and,

WHEREAS, The Piqua Improvement Corporation desires to utilize the Economic Development Fund for eligible expenses, including the acquisition of the property known as 101 S. Wayne Street in downtown Piqua to position the property for revitalization.

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

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

- SEC. 1: The City Manager is hereby directed to execute the Economic Development Loan Agreement and supporting documents, as described herein.
- SEC. 2: The Finance Director certifies that funds are available and is hereby authorized to draw his warrant from time to time on the appropriate account of the City Treasury according to loan terms, not exceeding a total of \$196,000, plus incidental closing and loan fees.
- SEC. 3: This resolution shall take effect and be in force from and after the earliest period allowed by law.



JAMES D. VETTER, MAYOR

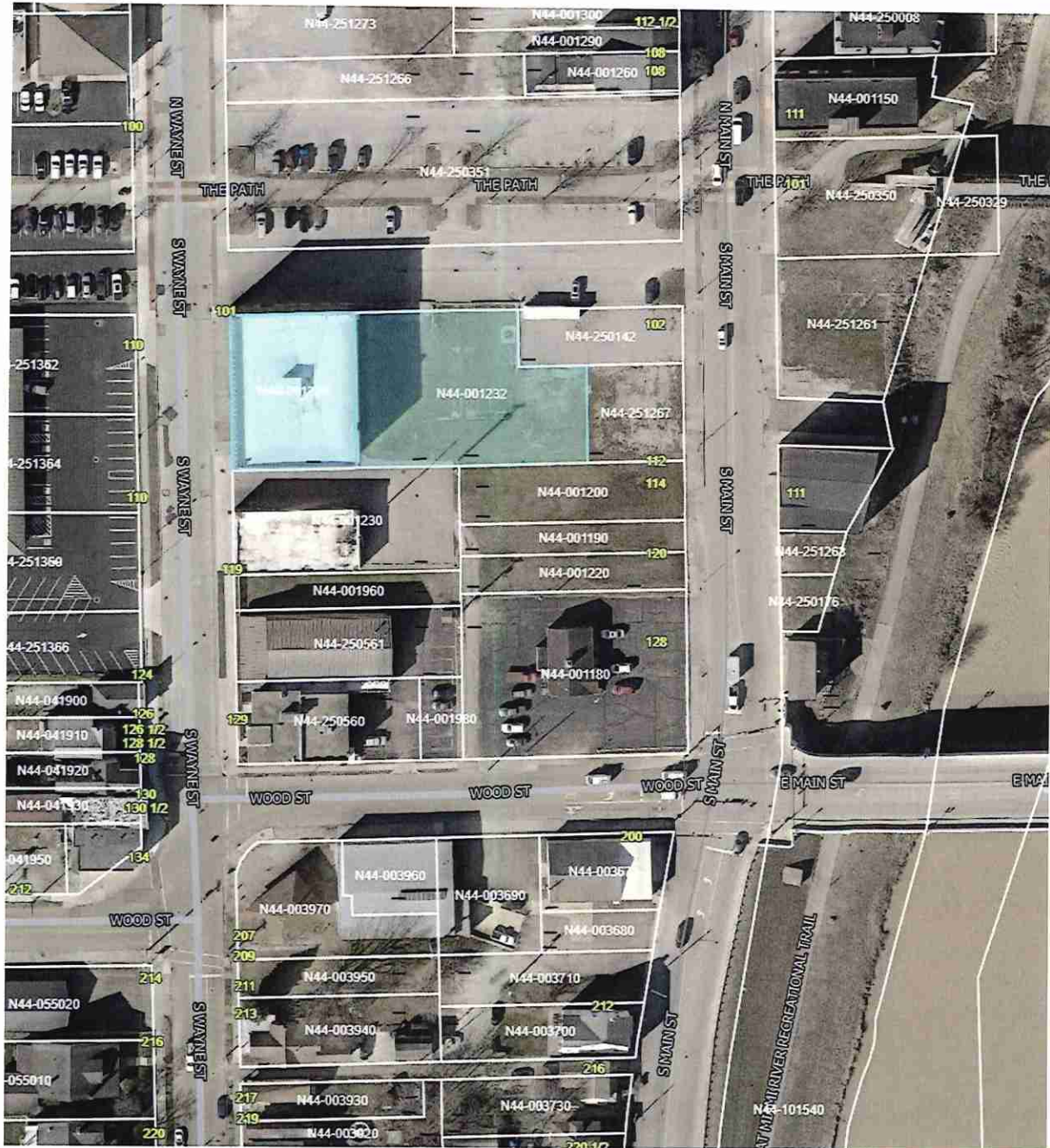
PASSED: _____

ATTEST: _____
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by ^{Comm. DeBrosse}~~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 COMMISSION AGENDA
 STAFF REPORT

M.5.

MEETING DATE	March 17, 2026	
REPORT TITLE	Resolution No. R-45-26 Resolution to Authorize an Economic Development Loan to The Piqua Improvement Corporation	
SUBMITTED BY	Chris Schmiesing, Director Economic Development	
AGENDA CLASSIFICATION	Fiscal Legislation	
BACKGROUND	The Piqua Placemaking planning document identified the Edison building at 114 E. Water Street as a strategic redevelopment opportunity. The plan document notes that positioning the property for redevelopment will encourage new investment in the community and the revitalization of the surrounding area. Supporting The Piqua Improvement Corporation's acquisition of the property will facilitate the restoration of the property with the highest and best uses.	
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted \$:	200,000
	Expenditure \$:	200,000
	Source of Funds:	General Fund
	Narrative:	Acquisition of the property will enable a qualified developer to restore the subject property as described.
ATTACHMENTS	1. Exhibit A	

Resolution No. R-45-26
Resolution to Authorize an Economic Development Loan to The Piqua Improvement Corporation

WHEREAS, investments in economic and community development activities are vital to job creation, attracting and retaining workforce and businesses, and encouraging community growth; and,

WHEREAS, the City of Piqua Economic Development Fund was established to provide capital for business development and expansion and property revitalization opportunities to attract and leverage additional investment, resulting in the creation/retention of employment opportunities and enhanced quality of life opportunities for residents; and,

WHEREAS, the City of Piqua desires to support development opportunities that advance Economic Development goals; and,

WHEREAS, The Piqua Improvement Corporation desires to utilize the Economic Development Fund for eligible expenses, including the acquisition of the property known as 114 E. Water Street in downtown Piqua to position the property for revitalization.

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

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

SEC. 1: The City Manager is hereby directed to execute the Economic Development Loan Agreement and supporting documents, as described herein.

SEC. 2: The Finance Director certifies that funds are available and is hereby authorized to draw his warrant from time to time on the appropriate account of the City Treasury according to loan terms, not exceeding a total of \$200,000, plus incidental closing and loan fees.

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



JAMES D. VETTER, MAYOR

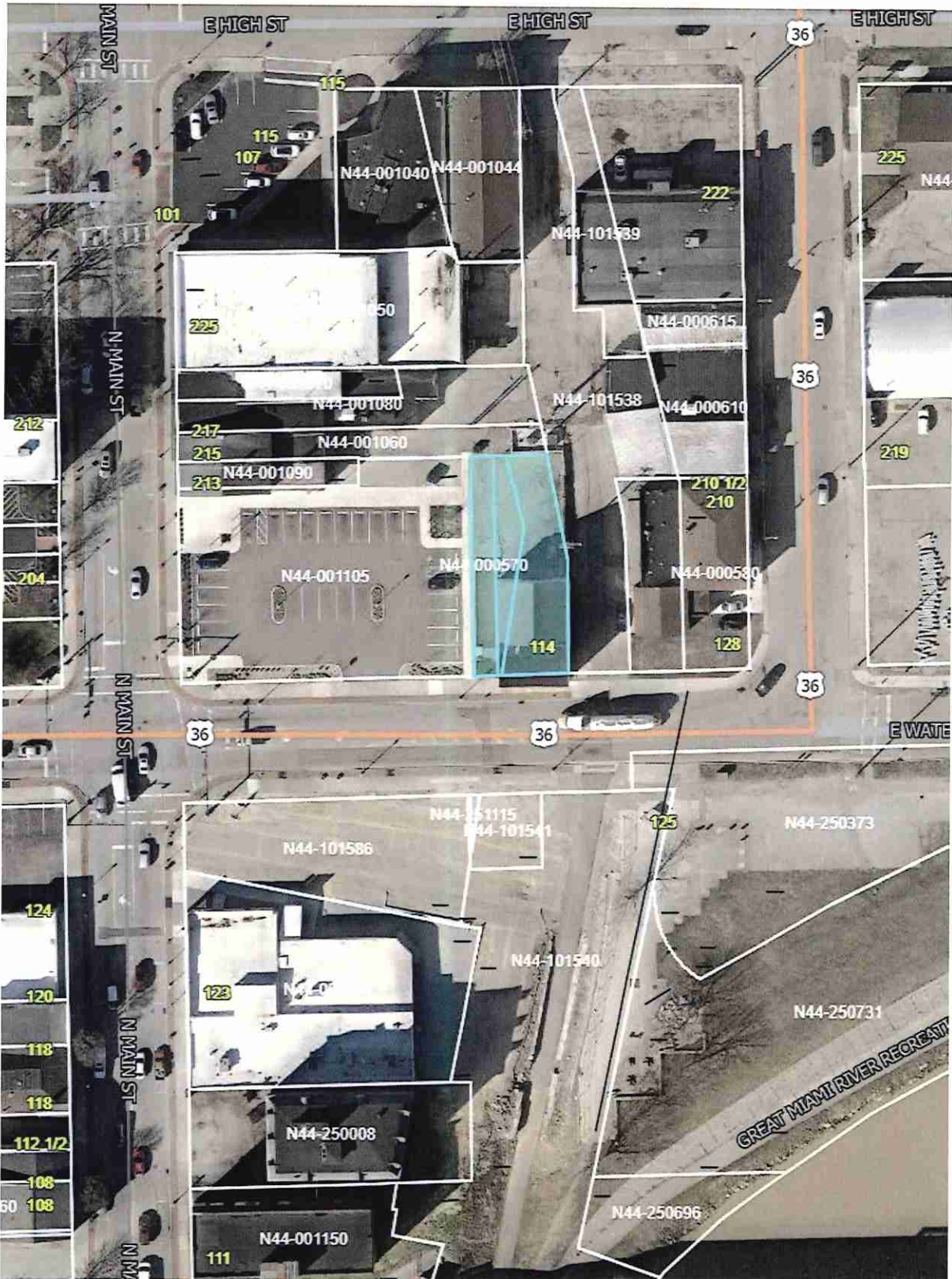
PASSED: _____

ATTEST: _____
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by ^{Comm. De Brosse} ~~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 **COMMISSION AGENDA**
STAFF REPORT

M.6.

MEETING DATE	March 17, 2026	
REPORT TITLE	<u>Resolution No. R-47-26</u> A Resolution Authorizing the Execution And Delivery of A Cooperative Agreement with the Dayton-Montgomery County Port Authority and Miami Valley Steel Service, Inc. in Connection with the Development and Financing of a Manufacturing Facility in the City of Piqua; and Declaring an Emergency Therein	
SUBMITTED BY	Chris Schmiesing, Director Economic Development	
AGENDA CLASSIFICATION	Resolution	
BACKGROUND	Miami Valley Steel Service desires to use development financing available through the Dayton Port Authority to support a planned expansion project. For Miami Valley Steel to have access to the subject financing, it is necessary for the Port Authority to enter into a Cooperative Agreement with the City of Piqua and the Company. In order to satisfy the timeline desired by the Port and the Company, it is requested by the Port that City Commission action on this item be deemed an emergency measure so that the Resolution may be effective immediately upon passage.	
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted \$:	0
	Expenditure \$:	0
	Source of Funds:	N/A
	Narrative:	By approving the Cooperative Agreement, the City will be supporting the economic expansion of a local industry.
ATTACHMENTS	1. Capital Lease - Cooperative Agreement Exhibit	

Resolution No. R-47-26

A Resolution Authorizing the Execution And Delivery of A Cooperative Agreement with the Dayton-Montgomery County Port Authority and Miami Valley Steel Service, Inc. in Connection with the Development and Financing of a Manufacturing Facility in the City of Piqua; and Declaring an Emergency Therein

WHEREAS, the Dayton-Montgomery County Port Authority, a port authority and political subdivision established under the laws of the State of Ohio (the "Authority"), is authorized, including by the cooperative agreement described herein which may be entered into by the Authority and the City of Piqua, Ohio (the "City") and empowered by virtue of those laws, particularly Article VIII, Sections 13 and 16 of the Ohio Constitution and Sections 4582.21 through 4582.59 of the Ohio Revised Code as enacted or amended from time to time (collectively, the "Act"), acting by and through its Board of Directors (the "Board"), to assist Miami Valley Steel Service, Inc., an Ohio corporation (the "Lessee") in the acquisition, construction, improving, financing and leasing of an approximately 60,000 square foot addition to its manufacturing facility that will include a new heavy gauge cut-to-length line, expanded space for finished goods and raw materials, and new shipping bays located at 201 Fox Drive, Piqua, Miami County, Ohio 45356 (the "Project"), (b) provide financing for the acquisition, construction, improvement and furnishing of the Project through the Lease (as defined hereinafter), (c) ground lease the site of the Project (the "Project Site") from the Lessee pursuant to a ground lease (the "Ground Lease"), and (d) lease the Project to the Lessee pursuant to a lease (the "Lease"), in order to finance and refinance "port authority facilities," as that term is defined in Section 4582.21(E), Ohio Revised Code ("Port Authority Facilities"), located within the jurisdiction of the Contracting Subdivision, for the benefit of the Lessee (collectively, the "Transaction"); and,

WHEREAS, to finance said project through the Authority it is necessary for the Authority enter into a Cooperative Agreement with the City and the Company a draft of the same being attached hereto as Exhibit A; and,

WHEREAS, the City Commission of the City believes it is in the best interest of the City and its residents to cooperate with the Authority in such project.

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

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City as follows:

Section 1. Pursuant to the Act, the City is hereby authorized to enter into the Cooperative Agreement. The proposed form of Cooperative Agreement on file with the Clerk of the Commission is hereby approved. The City Manager is hereby authorized and directed, for and on behalf of the City, to execute and deliver the Cooperative Agreement in substantially said form attached hereto, with such changes and insertions therein as such City Manager, with the advice of counsel to the City, may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

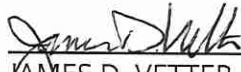
Section 2. The appropriate officers and agents of the City, including the City Manager, the Finance

Director, the Economic Development Director, and the Law Director, are hereby authorized and directed, acting alone or together, for and in the name and on behalf of the City, to execute and deliver any and all documents, including, without limitation, any and all documents and certificates to be executed in connection with the Cooperative Agreement and as may be required under the Code and the Act, to consummate the Transaction provided that no revenues of the City shall be pledged or obligated to pay any costs of the Project.

Section 3. All actions heretofore taken by any appropriate officers and agents of the City, and any appropriate officers and agents of the Authority with respect to the Cooperative Agreement, are hereby ratified, confirmed and approved.

Section 4. This Commission finds and determines that all formal actions relative to the passing of this Resolution were taken in an open meeting of this Commission and that all deliberations of this Commission resulted in those formal actions being taken in meetings open to the public in compliance with the law.

Section 5. This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health and safety of the City, and for the further reason that this Resolution is required to be immediately effective in order provide for the Transaction to be consummated, which is necessary to enable the Company to create or preserve jobs and employment opportunities in this community, wherefore, this Resolution shall be in full force and effect immediately upon its passage.


JAMES D. VETTER, MAYOR

PASSED: 3-17-26

ATTEST: Kimberly Hughes
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	<u>yea</u>
Commissioner Frank DeBrosse	<u>yea</u>
Commissioner Paul Simmons	<u>no</u>
Commissioner Rick Walker	<u>yea</u>
Commissioner Phillip Wead	<u>yea</u>

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (the "Cooperative Agreement") dated as of March [], 2026, is entered into by and among the CITY OF PIQUA, OHIO (the "Contracting Subdivision"), a body corporate and politic duly organized and validly existing under the laws of the State of Ohio (the "State"), constituting a "contracting subdivision" as that term is defined in Section 4582.21(K), Ohio Revised Code, MIAMI VALLEY STEEL SERVICE, INC., an Ohio corporation (the "Lessee") and the DAYTON-MONTGOMERY COUNTY PORT AUTHORITY (the "Port Authority"), a body corporate and politic duly organized and validly existing under the laws of the State, under the circumstances described below.

RECITALS:

WHEREAS, the Contracting Party has requested the Port Authority to: (a) assist the Lessee in the acquisition, construction, improving, financing and leasing of an approximately 60,000 square foot addition to its manufacturing facility that will include a new heavy gauge cut-to-length line, expanded space for finished goods and raw materials, and new shipping bays located at 201 Fox Drive, Piqua, Miami County, Ohio 45356 (the "Project"), (b) provide financing for the acquisition, construction, improvement and furnishing of the Project through the Lease (as defined hereinafter), (c) ground lease the site of the Project (the "Project Site") from the Lessee pursuant to a ground lease (the "Ground Lease"), and (d) lease the Project to the Lessee pursuant to a lease (the "Lease"), in order to finance and refinance "port authority facilities," as that term is defined in Section 4582.21(E), Ohio Revised Code ("Port Authority Facilities"), located within the jurisdiction of the Contracting Subdivision, for the benefit of the Lessee (collectively, the "Transaction"); and

WHEREAS, the Port Authority has determined that the Project constitutes Port Authority Facilities and is in furtherance of the Port Authority's "authorized purposes," as defined in Section 4582.21(B) Ohio Revised Code, and the Port Authority is willing to (i) acquire, construct, equip and otherwise improve the Project, (ii) execute the Ground Lease and ground lease the Project Site from the Lessee, and (iii) execute the Lease and lease the Project to the Lessee (collectively, the "Transaction"); and

WHEREAS, pursuant to Section 4582.43, Ohio Revised Code, a port authority may cooperate with any governmental agency or combination of governmental agencies in the acquisition or construction of port authority facilities and shall enter into such agreements with the governmental agency as may be appropriate, with a view to effective cooperative action and safeguarding of the respective interests of the parties thereto; and

WHEREAS, pursuant to Section 4582.431(B), Ohio Revised Code, a port authority may enter into an agreement with a contracting subdivision, whereby the port authority undertakes, and is authorized by the contracting subdivision, to exercise any power, perform any function, or render any service, on behalf of the contracting subdivision, which the contracting subdivision is authorized to exercise, perform or render; and

WHEREAS, it is determined and declared that the Project and the Transaction are necessary and for the best interests of the citizens, residents, and inhabitants of the jurisdictions

served by the Contracting Subdivision and the Port Authority, that the Contracting Subdivision will cooperate with the Port Authority in taking action hereunder to provide for and promote the public health, safety, and general welfare of the people of the jurisdictions served by the Contracting Subdivision and the Port Authority; and

WHEREAS, the Project and this Cooperative Agreement will better provide for the health and welfare of the people of the State by enhancing the availability, efficiency and economy of Port Authority Facilities, including housing, and the services rendered thereby; and

WHEREAS, the Contracting Subdivision has duly passed a resolution authorizing the execution of this Cooperative Agreement by the Contracting Subdivision, but only with respect to the Transaction as provided for herein; and

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements and covenants contained herein, and receipt of other good and valuable consideration, the Contracting Subdivision, the Lessee and the Port Authority hereby agree as follows:

Section 1. The Contracting Subdivision authorizes the Port Authority to exercise within the Contracting Subdivision all of the powers possessed by the Port Authority under Sections 4582.21 to 4582.59, Ohio Revised Code (the "Port Authority Act"), for the purpose of accomplishing the Transaction, including without limitation, the acquisition, construction, equipping and otherwise improving of the Project and the leasing of the Project from and to the Lessee pursuant to the Ground Lease and the Lease, together with the taking of such other actions and the execution and delivery of such other instruments as may be necessary or convenient in order to accomplish the purposes of this Cooperative Agreement. Each power exercised, function performed or service rendered by the Port Authority hereunder, to the extent, if any, necessary to the implementation of this Cooperative Agreement and the Transaction and construction and otherwise improving of the Project in the manner set forth herein, are undertaken by the Port Authority on behalf of the Contracting Subdivision pursuant to the Port Authority Act.

The Contracting Subdivision specifically approves the Transaction and authorizes the Port Authority to act on behalf of the Contracting Subdivision in carrying out all of the foregoing actions, and the Port Authority hereby accepts the appointment of it to act on behalf of the Contracting Subdivision in such capacity.

Section 2. Reserved.

Section 3. Reserved.

Section 4. The Lessee acknowledges that the financing of the Project and the costs of undertaking the Transaction shall be provided from advances made by the Lessee pursuant to the Lease, lease payments and loan payments from the Lessee and fees paid by the Lessee in connection with the Transaction, and the Contracting Subdivision shall have no obligation to provide any funds for the financing of the Project or the payment of the costs of the Transaction.

Section 5. The Lessee releases the Contracting Subdivision and the Port Authority, together with their respective officers, officials, employees and agents from, and agrees to indemnify the Contracting Subdivision and the Port Authority and each such person for, and to hold the Contracting Subdivision and the Port Authority and each such person harmless against, all claims, lawsuits and losses incurred by, imposed upon or asserted against the Contracting Subdivision or the Port Authority or such person on account of any of its actions pertaining to this Cooperative Agreement, including without limitation, claims, lawsuits and losses of defending any claim that may be made against the Port Authority or the Contracting Subdivision, except only to the extent that any such liability, claim or loss is attributable to the willful misconduct of the Contracting Subdivision, the Port Authority or the person seeking indemnification. Such indemnification obligations shall survive the expiration or earlier termination of the Lease for a period of three (3) years, provided, however, that there shall be no expiration of such indemnification obligations with respect to all claims, lawsuits and losses arising with respect to environmental matters.

Section 6. This Cooperative Agreement shall in all respects be governed by and construed and enforced in accordance with the laws of the State, without reference to principles of conflicts of laws.

Section 7. This Cooperative Agreement shall be binding upon and inure to the benefit of the Contracting Subdivision, the Port Authority and the Lessee and their respective successors and permitted assigns. No party may assign this Cooperative Agreement or any of its rights or obligations hereunder in whole or in part without the prior written consent of each of the other parties.

Section 8. In case any section or provision of this Cooperative Agreement, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is determined to be illegal or invalid, that illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or actions, or part thereof, made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein; the illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof; and each section, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.

Section 9. This Cooperative Agreement may be signed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument. It shall not be necessary in proving this Cooperative Agreement to produce or account for more than one of those counterparts.

[Signature page follows]

IN WITNESS WHEREOF, the Port Authority, the Lessee and the Contracting Subdivision have each caused this Cooperative Agreement to be executed in its respective name as of the day and year first above written.

DAYTON-MONTGOMERY COUNTY
PORT AUTHORITY

Joseph M. Geraghty, Executive Director

CITY OF PIQUA, OHIO

L. Paul Oberdorfer, City Manager

As authorized by Resolution _____

MIAMI VALLEY STEEL SERVICE, INC.

By _____
Name Printed _____
Title _____

City of
PIQUA COMMISSION AGENDA
 STAFF REPORT

M.7.

MEETING DATE	March 17, 2026	
REPORT TITLE	<u>Resolution No. R-48-26</u> A resolution authorizing a purchase order to Ambient Productions LLC for services provided to the City of Piqua	
SUBMITTED BY	Amy Welker, Asst. City Manager Parks & Recreation Services	
AGENDA CLASSIFICATION	Fiscal Legislation	
BACKGROUND	The City of Piqua made a request for proposals (RFP #2603) for concert production work for the concert series at Lock 9 Park. One proposal was received from Ambient Productions LLC, who had provided this service for 2025. The Lock 9 Concert Series features free community concerts from May - September. Ambient Productions LLC will provide sound, lighting, and staging equipment for approximately 15 concerts per season.	
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted \$:	200,000
	Expenditure \$:	110,000
	Source of Funds:	Park Fund and concert series donations
	Narrative:	
ATTACHMENTS	1. RFP 2603 Concert Production 2. Ambient Productions Proposal	

Resolution No. R-48-26

A resolution authorizing a purchase order to Ambient Productions LLC for services provided to the City of Piqua

WHEREAS, the City of Piqua provides free community concerts for its citizens via the Lock 9 Concert Series from May to September each year; and

WHEREAS, Ambient Productions LLC has agreed to provide the concert production services for these upcoming events.

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

- SEC. 1: A purchase order for 2026 is hereby authorized to Ambient Productions LLC, not to exceed \$110,000; and
- SEC. 2: The Finance Director certified that funds are available or anticipated to come into the City Treasury and is hereby authorized to draw his warrant from time to time on the appropriate account of the City Treasury in payment according to contract terms, not exceeding a total of \$110,000 for 2026; and
- 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: 3-17-26

ATTEST: Kimberly Hughes
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by ^{Comm. Walker} ~~None~~, seconded by ^{Comm. Weed} ~~None~~, and on roll call the following vote ensued:

Mayor James D. Vetter	<u>yea</u>
Commissioner Frank DeBrosse	<u>yea</u>
Commissioner Paul Simmons	<u>na</u>

Commissioner Rick Walker
Commissioner Philip Wead

yea
yea



Request for Proposals: Concert Production - RFP #2603

City of Piqua
Attention: Beverly Yount, Contract & Purchasing Manager
201 West Water Street
Piqua, Ohio 45356

Advertise Date: January 28, 2026
Submittal Date: February 26, 2026

Request for Proposals (RFP) #2603

Concert Production for The City of Piqua, Ohio

Contact Information: Tyler Barlage, Recreation Program Manager,
937-778-3160, tbarlage@piquaoh.gov

Proposal Deadline: February 26, 2026 @ 2:00 p.m. EST

RFP Issue Date: January 23, 2026

Event Dates: Shown on Exhibit A

Location: Lock 9 Park, 125 E. Water St., Piqua, OH

1. Overview

The City of Piqua, Ohio is seeking qualified vendors to provide concert production services for our upcoming events at Lock 9 Park, from May to September, each year during 2026-2028, with a possible renewal for 2029-2031. The Lock 9 Concert Series features free community concerts, averaging over 1,200 attendees per event, with peak attendance reaching approximately 2,000. Please see the attached aerial photo for a view of Lock 9 Park while an artist is performing. The purpose of this RFP is to solicit proposals from experienced companies to provide sound, lighting, and staging equipment for approximately 15 concerts per season. The City of Piqua will set the annual concert schedules based on artist availability.

Our stage specs include the following:

- * 200 amp/400 amp power bistro (see attached photo)
- * Four different power boxes (see attached photo)
- * Stage size 40' x 60' (see site plan for layout)
- * Overhead clearance
- * Lights hung up on front of stage for entire season
- * No storage for equipment on site

2. Scope of Work

The selected provider will be responsible for the following:

- **Audio, Lighting & Equipment Needs:** Ensure all audio, lighting & equipment needs of performers are met. This will include working with bands, band managers, producers, sound engineers, etc. before shows to determine needs of their group and then plan accordingly to provide smooth, seamless concerts for our citizens. We expect to have two audio technicians on site all day for each concert. Please plan on being there 10 hours to allow for set up, the concert, and clean up.

- **Setup & Safety:** Set up and inspect the stage prior to the event to ensure proper safety protocols are followed. Provide all necessary equipment, including safety barriers, signage, etc. as needed.
- **Execution:** Execute the concert in accordance with the pre-approved plan. This will include managing the audio, lighting and equipment to ensure the show runs smoothly.
- **Post-Display Cleanup:** After each concert, ensure all equipment is cleaned up, removed and transported off site.
- **Insurance & Worker's Compensation:** Provide a copy of insurance coverage & Worker's Compensation, including liability insurance, that covers both damage to property and injuries. Underwriting Insurance Company must have an A++ rating.

3. Proposal Requirements

To be considered, all proposals must include the following elements:

1. **Company Profile:** Overview of your company, including years of experience in providing production services, relevant certifications, and key staff members involved in the process.
2. **Production Concept:** A description of the method used to produce a concert for our size venue. We are interested in your communications, staffing, timelines, checklists, follow-up practices, etc.
3. **Pricing Breakdown:** A "per event" price should be given. In 2026, it's the 250th anniversary of the July 4th holiday and so we expect to spend more on 7/4/26 for that event.

Include details regarding your postponement policy. We want to know the process and deciding factors on postponement and the associated costs related to any postponement.

4. **References:** At least five references from similar concerts where you have provided sound, lighting and equipment set-up, including the event name, contact person, and details of your involvement.
5. **Safety Protocols:** Detailed safety protocols, including personnel qualifications, safety measures, and emergency plans. All workers must have sufficient skill, training and experience to properly perform the work assigned to them. All workers shall be in identifiable clothing of the Contractor while on site.
6. **Insurance Details:** Proof of adequate liability insurance coverage, including worker's compensation and general liability.

4. Evaluation Criteria

Proposals will be evaluated based on the following criteria:

- Experience, capacity, and reputation of the company. Include 5 references from recent, previous performance on similar type events. Ensure correct phone numbers and email addresses are provided for all client points of contact. Demonstrate Vendor's ability to perform the requested services and provide the items requested in our scope of work. Detail your approach to meet our needs in regards to performance, timeliness, scheduling, etc. (50%)
- Cost-effectiveness and value for money. Prices should be submitted on a per event basis and should include all costs, including planning, delivery, set up, and clean up. Detail your project approach and performance differentiators. (30%)
- Proximity of proposer to Piqua, Ohio. Must be within 60 miles. (20%)

5. Proposal Submission Instructions

All proposals must be submitted by **February 26, 2026 at 2:00 p.m. EST**. Proposals (one original and one copy) must be submitted in a sealed envelope via mail or hand delivered to:

City of Piqua
Attn: Bev Yount
201 W. Water St.
Piqua, OH 45356

Lower, left envelope must state "Concert Production RFP #2603"

For any inquiries or clarifications regarding this RFP, please contact Tyler Barlage, Recreation Program Manager, in writing at tbarlage@piquaoh.gov no later than February 19, 2026 at 2:00 p.m. Questions will be answered directly to the person asking and if needed, an Addendum will be issued. This will be sent to all known proposers and also posted on our website, www.piquaoh.gov. Each proposer is responsible for downloading and signing the Addendum. The City of Piqua reserves the right to waive any proposal irregularities, accept proposals in their entirety or reject any and all proposals.

Proposals shall be available for public inspection after the contract award; however, proprietary or confidential information marked as such in each proposal shall not be disclosed without prior written consent of the Vendor. It is the responsibility of the Vendor to identify any information deemed proprietary or confidential. Upon submission, all proposals become the property of The City of Piqua and are subject to Ohio public record laws.

It is the policy of the City of Piqua not to discriminate on the basis of race, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services and activities. With regard to all aspects of this contract, contractor certifies and warrants it will comply with this policy. **Please sign and return the Americans with Disabilities Act Compliance Certification and the Drug-Free Workplace Compliance Affidavit Form provided in this RFP package.**

6. Timeline

- **RFP Issuance:** January 23, 2026
- **Proposal Deadline:** February 26, 2026 at 2:00 p.m. EST
- **Evaluation Period & Commission Approval:** March, 2026
- **Notification of Award:** April 1, 2026

7. Terms and Conditions

- The successful contractor will be required to sign a formal contract outlining the scope of work, payment terms, and other conditions. The City will request an invoice from the selected vendor for each show event date. This invoice shall include details of audio, lighting, and equipment used during the concert performance.
- The City of Piqua, Ohio reserves the right to reject any or all proposals.
- The awarded contractor must comply with all relevant federal, state, and local laws, including safety and environmental regulations.
- The awarded contractor shall protect, defend, indemnify and hold harmless the City of Piqua, its officers, agents, elected officials, employees, and volunteers, from any and all loss, claims, expenses, actions, causes of action, damages and obligations, financial or otherwise, including attorney fees and legal expenses, arising from any and all acts of the Contractor, its agents, employees, licensees, or invitees, that result in injury to persons or damage to property.

List of Proposers:

1. Low Voltage Solutions
P.O. Box 945
Sidney, OH 45365
Scott Huffman scott_lvs@embarqmail.com
937-498-1317
2. Production Solutions, Inc. or PSI
P.O. Box 49431
West Carrollton, OH 45449-0431
Todd Huffman proso@att.net
937-866-2028
3. Ambient Productions, LLC
701 W. Main St.
Trotwood, OH 45426
Dan McAtee dmcatee@ambient.productions
937-265-0518

Exhibit A – Lock 9 Park – List of 2026 Show Dates

5/29	7/24
6/5	7/31
6/13	8/7
6/20	8/15
6/26	8/21
7/3	8/28
7/4	8/29
7/17	*possible additions during the season

Rock Piqua on 9/19 by Piqua Arts Council (not run by City, but may reach out to your company for services)

Flexibility required if any dates added, deleted or changed

We expect to hold a special day of concerts on 7/4/26. Including concerts at 2 pm, 4 pm, 6 pm & 8 pm. Please plan on having your staff there for 14 hours that day.

Exhibit B – Acoustics PA, Audio & Lighting Example

Quantity	Description
<i>Audio (Mains)</i>	
2	Syva Top
2	Syva Low
4	KS21
4	X6i Front Fills
3	LA4X Amplifiers
1	P1
1	Audio Rigging/Cable Bundle
<i>Audio (Monitors)</i>	
8	JBL STX 815
4	JBL ITECH 4000
1	Monitor Case Bundle
4	Shure PSM 1000 Wireless in Ear Unit
2	Behringer Headphone AMP
<i>Audio (Control)</i>	
2	Behringer Wing
2	Midas S32
1	WAVES Server
1	FOH Audio Cable Bundle
<i>Audio (Mics, Stand, Accessories)</i>	
4	Shure ULXD Wireless Mic Bundle
1	PRO CO 10' XLR Fan to Fan Sub Snake
8	Shure SM58 Wired Microphone
8	Shure SM57 Wired Microphone
2	Shure Beta 52 Wired Microphone
6	Shure Beta 98 Wired Microphone
4	Shure SM81 Wired Microphone
4	SE SE7 Wired Microphone
4	Radial ProD1 – 1 channel Passive Instrument Direct Box
4	Radial ProD2 – 1 channel Passive Instrument Direct Box
4	K&M 25910 Extra Low Microphone Stand – Black
4	K&M 259 Low Tripod Mic Stand – Black
12	K&M 210/9 Telescoping Boom Microphone Stand
2	PRO CO 50' – 8 channel Sub Snake
2	PRO CO 50' – 16x4 Channel Sub Snake
<i>Lighting (Face Lighting)</i>	
6	Tyler Truss 10' 12"x12" Box Truss

12	Chauvet Pro Ovation E250WWIP Elipsodial
12	Chauvet Pro 26 Degree Lens Tube
12	Chauvet Gripper Clamp
1	Lighting Cable Bundle (DMX, Powercon)
<i>Lighting (Control)</i>	
1	Vista MV Lighting Console 1024 Channel Universe
1	Macbook Pro Lighting
<i>Lighting (Upstage Truss)</i>	
4	Tyler Truss 10' 12"x12" Box Truss
12	Chauvet Pro Colorado 1 Quad IP65 RGBW LED Wash
12	Chauvet Gripper Clamp
1	Lighting Cable Bundle (DMX, Powercon)
<i>Labor/Delivery</i>	
1	Shop Prep/Delivery/Removal
1	Project Management
1	A1 Audio Technician Day Rate for 10 hours
1	AV Technician Day Rate for 10 hours

Exhibit C – Equipment Requirements for 8/29 Performance

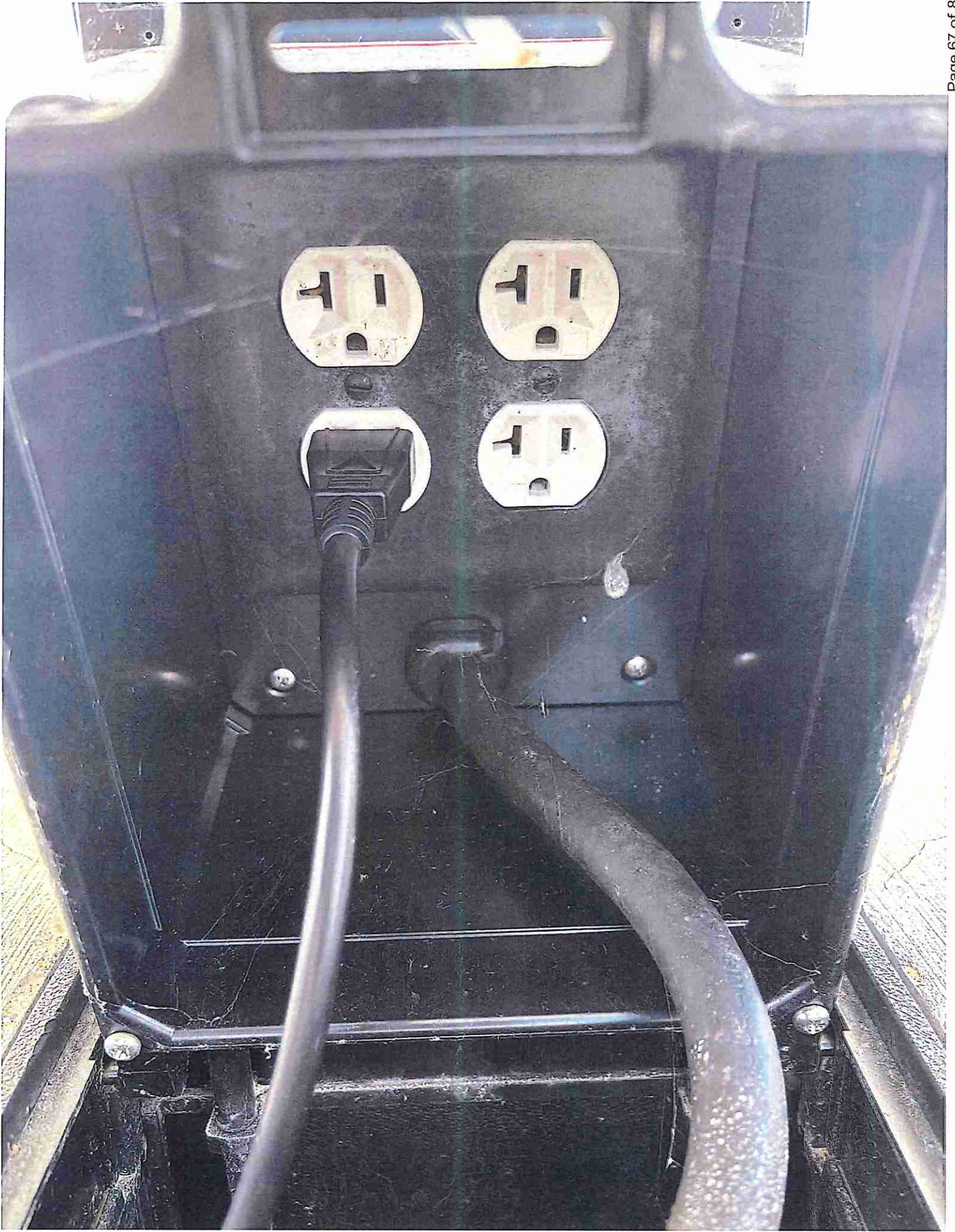
DW Drums preferred; maple/birch/acrylic shells.

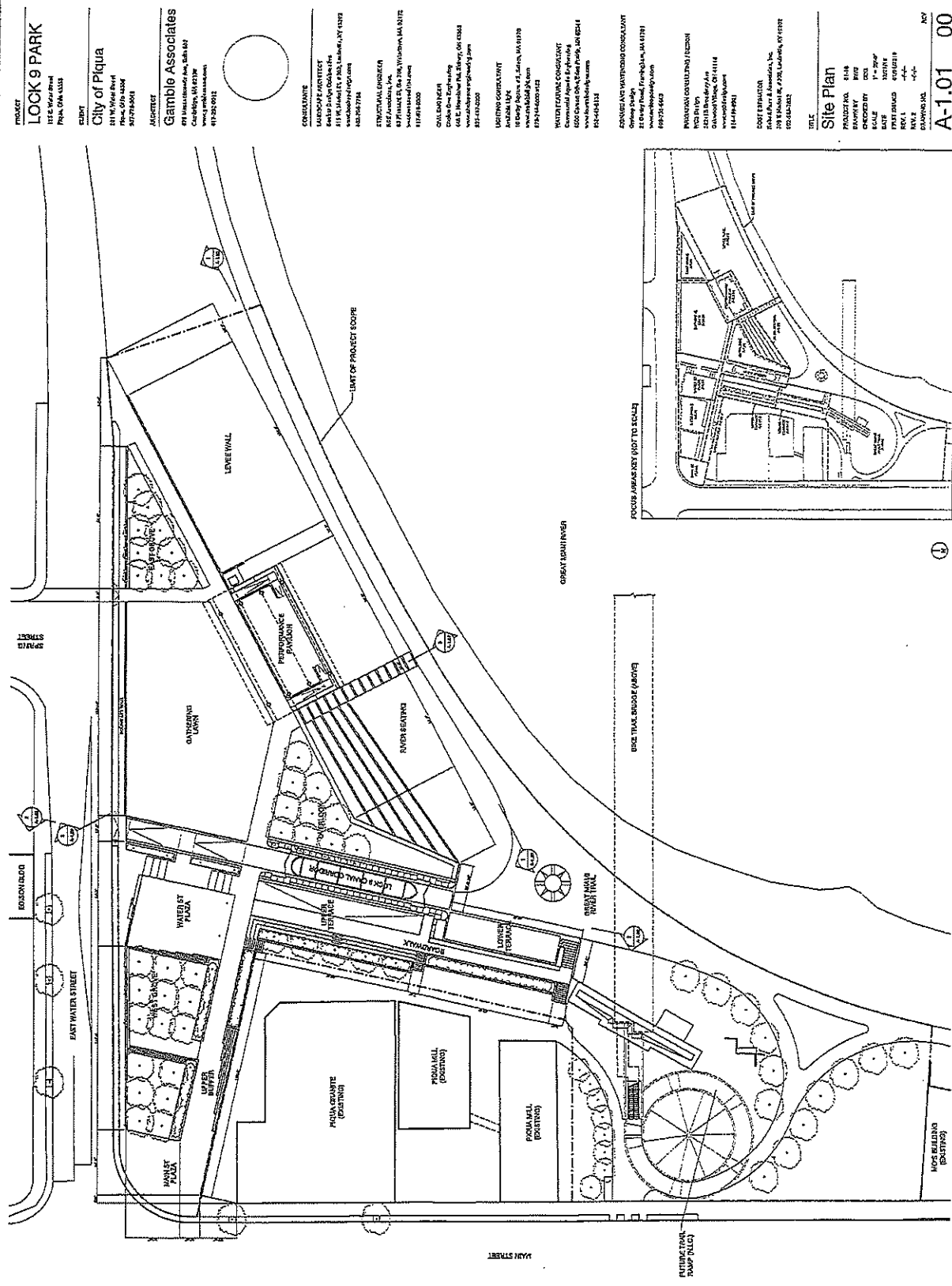
Cymbals: Paiste 2002 preferred.

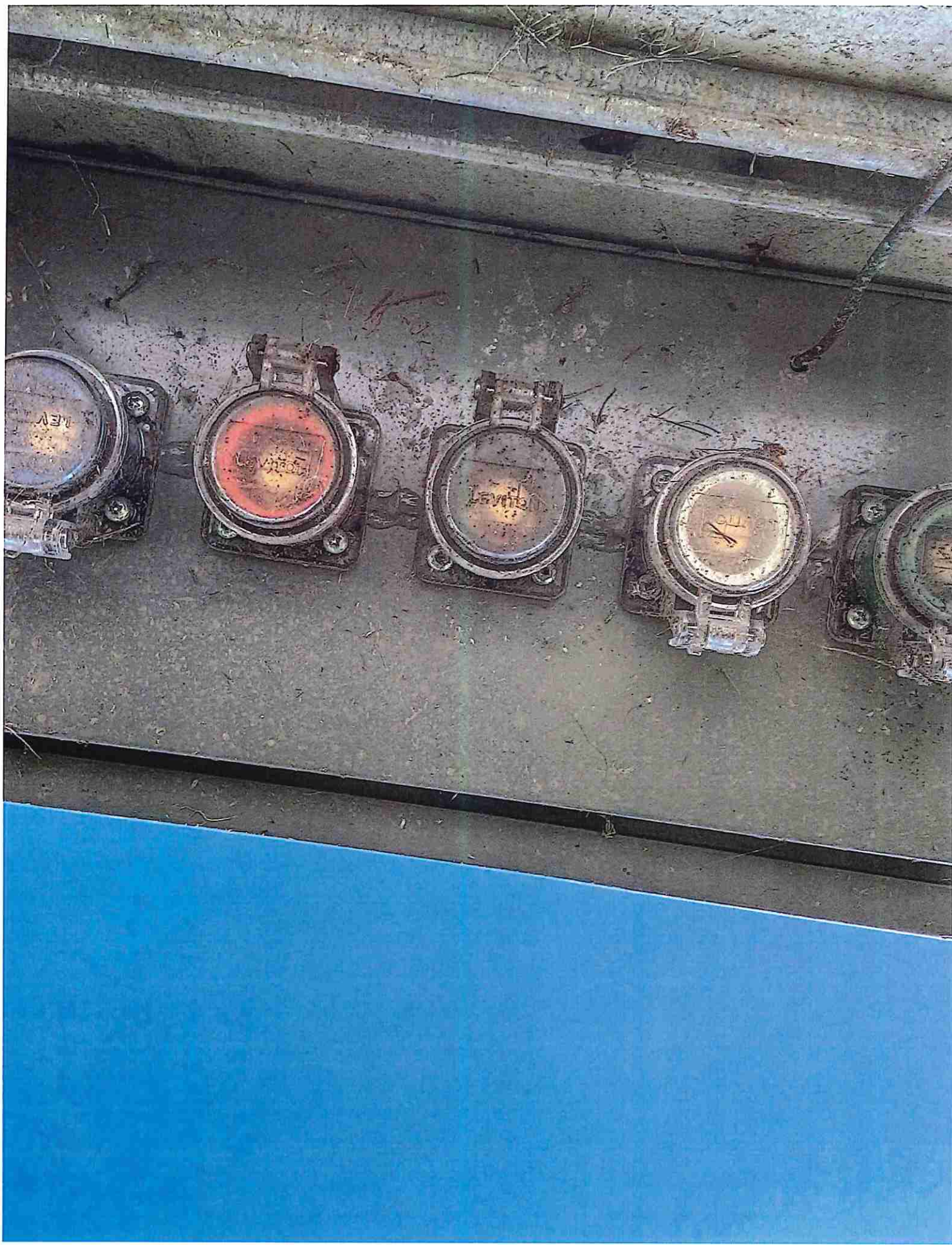
Quantity	Description
<i>Drums</i>	
1	8'x8' or 8'x12' drum riser, 24" tall
2	22x18 kick
2	5.5x14 or 6.5x14 snares
1	10x8 tom
1	12x9 tom
1	16x14 tom
1	18x16 tom
2	20" crash
1	19" crash
1	15" hi hat
1	20" china
1	22"-24" ride
1	Cowbell and mount
5	Cymbal stands (3 must be boom stands)
1	Double tom mount (must match mounting system for rack toms)
1	Snare stand
1	DW 5000/9000 hi hat stand
1	DW 9000 double kick pedal
1	Tractor saddle style throne
<i>Guitars</i>	
6	4x12 cabinets, 3 straight & 3 angled (Marshall, EVH preferred)
3	8x10 bass cabinets (Ampeg preferred)
1	Guitar boat or 4 individual guitar stands
<i>Stage</i>	
5	In Ear Systems (equivalent to or better than Sennheiser G4's or Shure PSM 300's)
5	Boom mic stands
2	Short boom mic stands (snare and kick)
1	Straight mic stand
<i>Effects</i>	
6	Chauvet P5 Geysers (must be quick dissipating fluid)
2	50' DMX cables
4	15' DMX cables
1	Chauvet OBEY 40 DMX Controller











**AMERICANS WITH DISABILITIES ACT COMPLIANCE
CERTIFICATION**

As an authorized officer, I, _____,
having the title of _____
of _____ with
offices located at _____,
and as its duly authorized representative, state that effective this _____ day of _____,
20.____ (date of submission of Bid) that said Contractor and his company is in compliance with
the Americans with Disabilities Act.

Name of Contracting Firm: _____

Address of Contracting Firm: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Phone: _____ Fax: _____

DRUG-FREE WORKPLACE COMPLIANCE AFFIDAVIT FORM
(O.R.C. – 153.03 – 153.031)

I, _____, the _____ of _____
On behalf of said corporation/company and in accordance with O.R.C. – 153.01 – 153.031, hereby swear and certify that _____ is enrolled and in good standing with the Ohio Bureau of Workers' Compensation Drug-Free Workplace Program, or in a comparable program, called _____, which has been approved by the Bureau of Workers' Compensation.

I further certify and acknowledge that _____ understands That this compliance form shall be incorporated into and become a part of the contract between the public contracting authority and _____ as contractor if the said corporation/company is the successful bidder on the _____ Project.

The contractor hereby additionally certifies, agrees and acknowledged that it is hereby contractually responsible to the public contracting authority for taking whatever measures are legally necessary to ensure that it's subcontractors, and any subsequent tier of contractors, are also enrolled and in good standing with the Ohio Bureau of Workers' Compensation Drug-Free workplace Program, or with a comparable Bureau approved program, prior to provision of any labor on the _____ Project by any subcontractor of any tier.

Further Affiant Sayeth Naught.

(signature of Affiant)

(printed or typed name of Affiant)

For: _____
(name of corporation/company/contractor)

Its: _____
(title of Affiant)

STATE OF _____)
COUNTY OF _____) SS:

Sworn to and subscribed before me, a Notary Public in and for the State of _____, on the _____ day of _____, _____ by _____ as his/her voluntary act and deed.
(Affiant)

Notary Public

City of Piqua Concert Production - RFP #2603

1. Company Profile:

Ambient AVL has been in business since 2015. We specialize in live event production as well as AVL integration. Our Design and Project Management staff retains CTS certification, Dante certification and L-Acoustics certifications. Ambient Productions staff are OSHA trained and remain in compliance with all relevant rigging and safety standards.

- Ryan Inman: President and Sound Engineer with 20 years experience
- Garrett Chavies: Live Event Manager, Sound Engineer with 8 years experience
- Josh Erlandson: Head of Design and all rigging and safety considerations
- Aaron Perry: Project Manager, Sound Engineer and rigging and safety lead
- Chad Thiel: Stage Hand
- Matt Irwin: Stage Hand
- Gustavo Deleon: Stage Hand and Monitor Engineer
- Dan McAtee: Solutions Specialist and Head of Business Development

2. Production Concept

Note: Please see attached renderings for staging concepts.

Ambient Productions does all concepts in Vectorworks and L-Acoustics Sound Vision to pre-plan and validate all sound and lighting design. From there, our live event team headed by Garrett Chavies produces pick and pack lists of all equipment needed. All equipment is staged in our warehouse the day prior to the show and load in/setup occurs the morning of the show. Lighting will be installed at the beginning of the concert season and left flown in the air throughout the concert season duration. Ambient Productions will work via phone and email directly with artists prior to show dates to ensure that all band requirements are satisfied. This communication will occur via phone or email between Garrett Chavies (gchavies@ambientavl.com) or Dan McAtee (dmcatee@ambientavl.com) and the artists themselves.

3. Pricing Breakdown and Cancellation Policy

Note: Please see attached proposals for full pricing breakdowns.

- **Standard Price Per Show: \$7,550.93 (less \$1,000 sponsorship discount)**
 - **\$6,550.93 per show.**
- **1 time charge for the initial setup of rigging and hanging lights at the beginning of the season: \$1,625.00**
- **1 time charge for equipment strike at the end of the concert season: \$1,625.00**

Cancellations: An event may be cancelled at no cost if notice is given by 10am on the day of the event. Events cancelled after 10am will be billed in full.

4. References

- United Theological Seminary: Deanna York dyork@united.edu
 - Ambient Productions provides all rental equipment and AVL support for United Theological Seminary's biannual intensive conferences. The scope of this support includes PA rental, sound production, video production and all setup and teardown.
- Christian Life Center: Josh Bonzelaar jbonzelaar@clcd Dayton.org
 - Ambient Productions has supported Christian Life Center for nearly a decade. This support has included integration of video projection systems, wireless systems, audio consoles and lighting. Additionally, Ambient Productions provides AVL training to key staff members on top of yearly rentals of wireless equipment, LED Walls and microphones. Finally, Ambient Productions provides Audio Engineering support throughout the year.
- Declare: Caleb Ingram (937) 947-7533
 - Ambient Productions has supported Declare with AVL equipment rental as well as support staff.
- United Grinding: John Kelly John.Kelly@grinding.com
 - Ambient Productions provided AVL equipment rental and engineering services including PA, Wireless, LED wall and video production as well as audio production.
- City of Piqua 2025 Event Series: Tyler Barlage
 - Ambient Productions provided all lighting, PA, band cabling and microphone packages for the 2025 event series. Additionally, we provided Audio Engineering as well as Monitor Engineering Support.

5. Safety Protocols

Equipment Safety

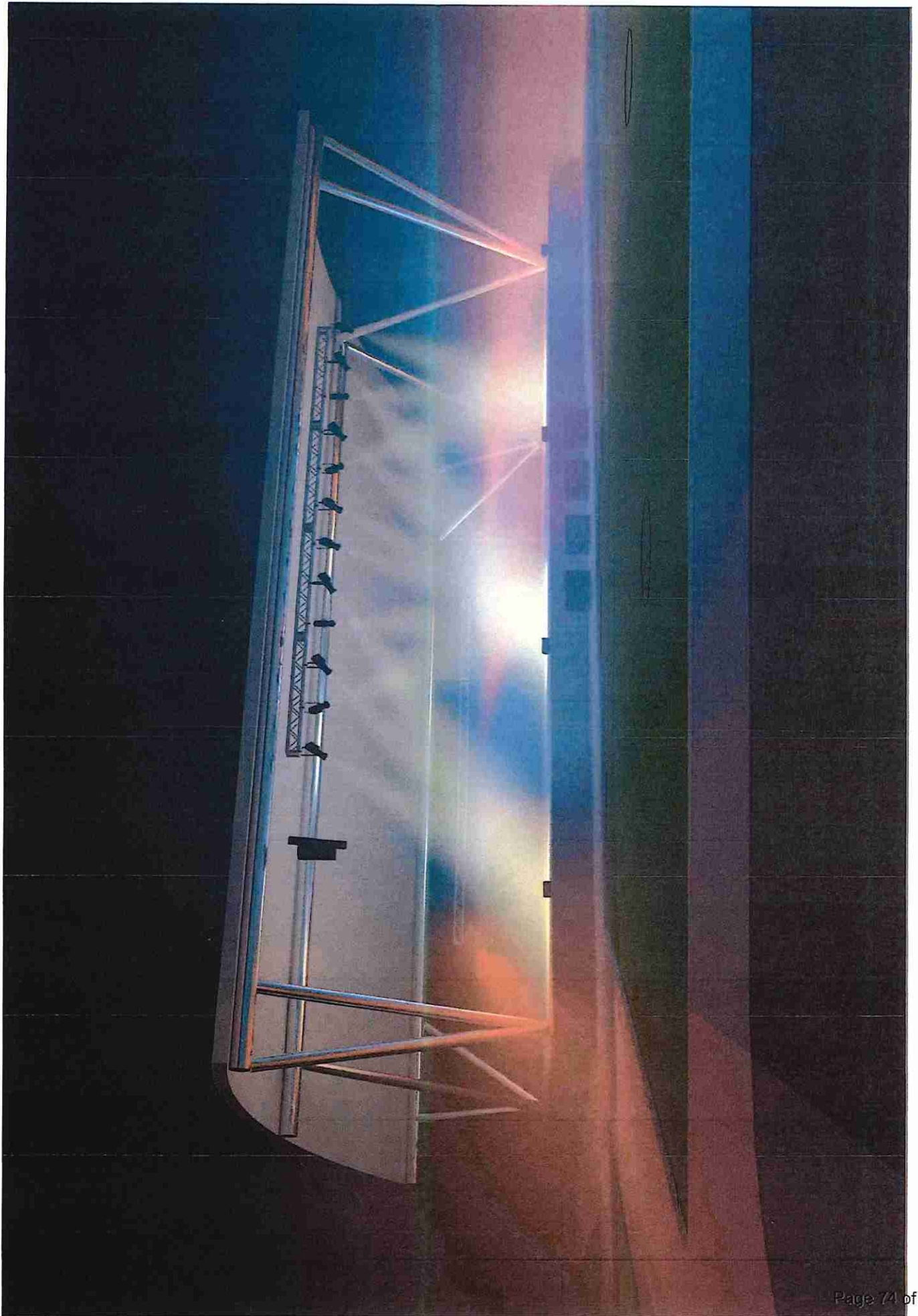
- Safely Secure all AV gear — lights, speakers, screens — all performed to code and with load calculations.
- Ambient Productions uses certified riggers and confirms that installations meet safety codes.
- Cable management: Use cable ramps, secure runs, and clear warnings.

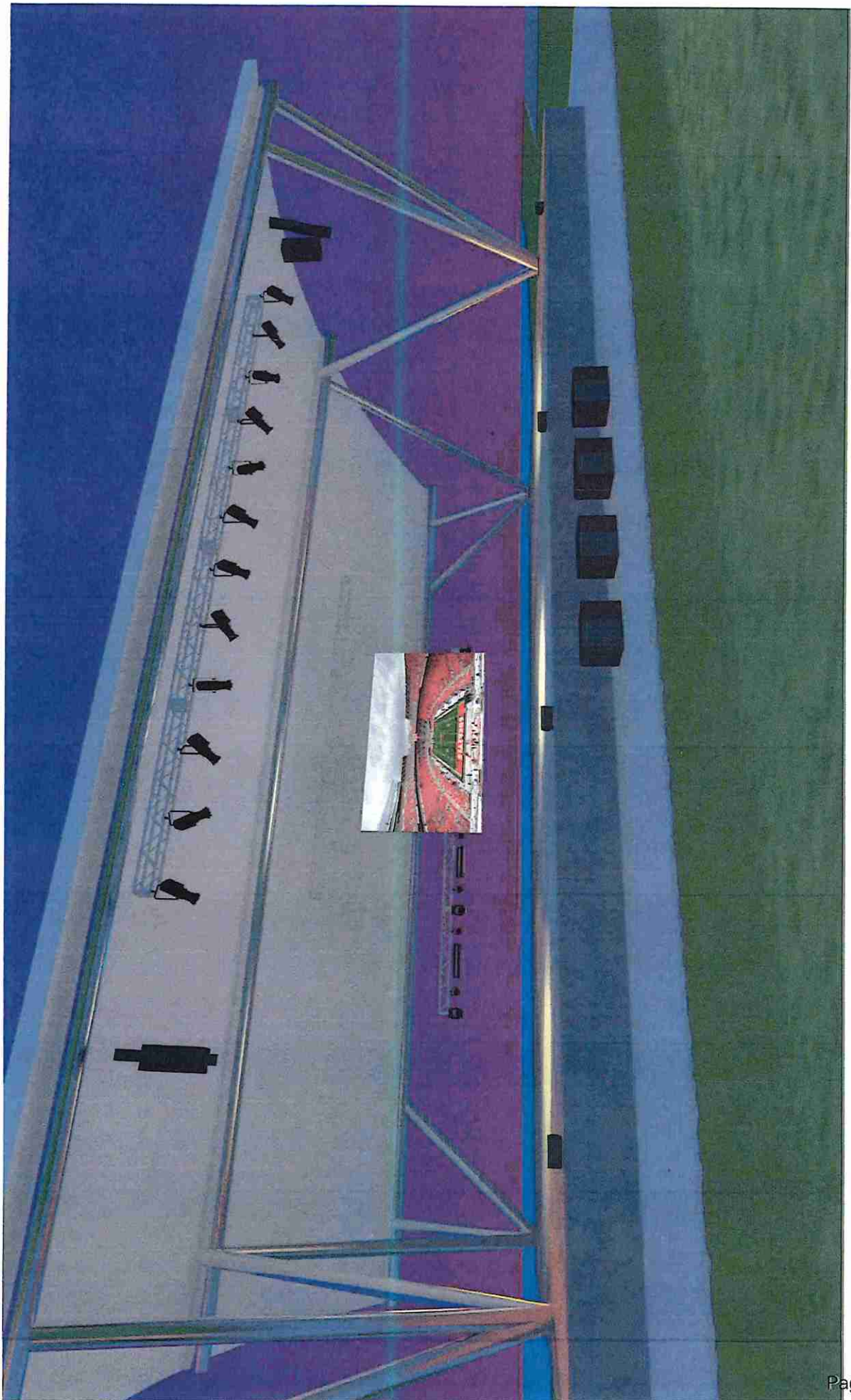
Sound & Hearing Safety

- Monitor sound levels with decibel meters and enforce safe maximums.

6. Insurance Details

- Please see attached COI for relevant insurance information.







City of Piqua
201 w water street
piqua ohio 45356
USA

Project number: 208
Location: Lock 9 park
125 E Water St
Piqua, OH 45356
Quotation number: 114
Quotation date: 02/23/2026
Valid until: 03/15/2026
Payment: 7 Days after event
Created by: Garrett Chavies

Equipment		Unit price	Factor	Price
FOH				
1	Lv1 Classic FOH SKB Case	\$ 300.00	1	\$ 300.00
1	FOH Pelican	\$ 0.00	1	\$ 0.00
1	Smaart Tuning Kit	\$ 220.00	1	\$ 220.00
Total FOH:				\$ 520.00
PA				
2	L-Acoustics Syva	\$ 256.00	1	\$ 512.00
2	L-Acoustics Syva Low	\$ 110.00	1	\$ 220.00
4	L-Acoustics KS21	\$ 137.00	1	\$ 548.00
1	La-Rack	\$ 723.00	1	\$ 723.00
Total PA :				\$ 2,003.00
Monitors				
1	Lv1 Classic Monitors SKB Case	\$ 300.00	1	\$ 300.00
1	Crown Amp Rack	\$ 0.00	1	\$ 0.00
1	8in Drop Snake 6'	\$ 4.00	1	\$ 4.00
1	Waves I/o Rack	\$ 350.00	1	\$ 350.00
1	Wireless Rack	\$ 360.00	1	\$ 360.00
1	Shure ULX-D4Q			
1	Shure UA874US Antenna			
Total Monitors :				\$ 1,014.00
Lighting Package				
12	Chauvet Professional Ovation e-260WWIP	\$ 54.00	1	\$ 648.00
12	Chauvet Professional COLORado 1 Quad IP65 RGBW LED Wash	\$ 16.65	1	\$ 199.80
24	Light Clamp	\$ 0.00	1	\$ 0.00
24	IPRated 5' Dmx	\$ 0.00	1	\$ 0.00
2	50' Ip Rated Dmx	\$ 4.00	1	\$ 8.00

Equipment		Unit price	Factor	Price
1	Vista Lighting Box	\$ 75.00	1	\$ 75.00
1	Chroma-Q Vista Console			
6	Tyler Truss 10' 12"x12" Box truss	\$ 32.00	1	\$ 192.00
Total Lighting Package:				\$ 1,122.80
Stage				
4	JBL STX Rolling Case (2x speakers)	\$ 148.00	1	\$ 592.00
1	Stand Case	\$ 0.00	1	\$ 0.00
1	16i/4o Drop Snake 50'	\$ 10.00	1	\$ 10.00
1	8in Drop Snake 50'	\$ 9.00	1	\$ 9.00
1	Cable Box	\$ 51.75	1	\$ 51.75
1	Mic Box	\$ 355.88	1	\$ 355.88
Total Stage :				\$ 1,018.63
Power				
1	Motion Labs 3 Phase Stackable Power distro	\$ 200.00	1	\$ 200.00
1	Motion Labs L21-30 In/Thru Stringer (6x 20A Edison Color Duplex)	\$ 35.00	1	\$ 35.00
1	Power Road Case	\$ 0.00	1	\$ 0.00
Total Power :				\$ 235.00

Crew

Name		Price
crew		
1	Allround Technician (hourly rate)	\$ 112.50
1	Audio Engineer	\$ 650.00
1	Audio Technician	\$ 500.00
1	Stagehand	\$ 375.00
Total crew:		\$ 1,637.50

Total

Total rental equipment:	\$ 5,913.43
Total crew:	\$ 1,637.50
Total:	\$ 7,550.93
Project discount:	- \$ 1,000.00
Price:	\$ 6,550.93

Additional conditions

Terms & Conditions

All quotes are subject to availability and are considered preliminary until accepted in writing.
This proposal is valid for 14 days from the quote date unless otherwise stated.
Pricing is subject to change due to change orders, scope revisions, or scheduling adjustments.
Any applicable sales tax is not included unless specifically stated.

Payments

Payments are due on a weekly basis.

Payments shall be made to Ambient Productions by check or ACH within 7 days of receiving invoice.

Cancellations

An event may be cancelled at no cost if notice is given by 10am on the day of the event.

Events cancelled after 10am will be billed in full.

Trucking

If trucking is quoted, pricing includes one delivery and one pickup.

Additional truck trips, wait time, or off-hours freight loading/unloading will be billed as incurred.

Labor Scheduling

All labor scheduling and adjustments involving Ambient Productions personnel must be coordinated through the assigned account representative.

Labor hours are estimated and will be reconciled to actual hours worked on the final invoice.

Insurance & Liability

This is a rental agreement only and does not constitute a purchase agreement.

Client must provide a Certificate of Insurance listing Ambients LLC as Additional Insured, with:

General Liability coverage of no less than \$1,000,000 per occurrence, and

Inland Marine coverage equal to or exceeding the total replacement value of all rented equipment, naming Ambient Productions as Loss Payee.

Confidentiality

This agreement, including pricing, discounts, and related correspondence, is considered confidential information and may not be shared with third parties without written consent from Ambient Productions LLC.

Acceptance

Acceptance of this proposal must be made by an authorized signature and constitutes agreement to all terms and conditions outlined herein.

Labor & Scheduling

Labor – Base Show Day

Labor includes:

- (2) Ambient Productions technicians Up to 10 total hours per technician, beginning at 2:00 PM
- Covers load-in, soundcheck, show operation, and load-out
- Based on a standard concert lineup of up to two (2) bands
- Labor hours are continuous once crew arrival begins and are not paused for artist delays, weather holds, or schedule changes outside of Ambients' control
- A meal break will be taken when schedule allows and does not pause labor billing

Overtime Labor

- Labor exceeding 10 hours per technician will be billed as overtime
- Hours 11–14 billed at 1.5x the standard hourly rate
- Hours 15+ billed at 2x the standard hourly rate
- Overtime is billed per technician, as incurred

Extended Lineup / Additional Band Days

- Dates with more than two (2) bands typically require additional labor due to extended show length and increased changeovers
- For these dates, labor will be billed as overtime and/or additional technicians may be required
- Client is required to provide notice of extended lineup or additional labor needs no less than 10 days prior to the show date
- Any extended labor will be communicated in advance whenever possible and reflected on the final invoice

Schedule & Soundcheck

- Ambient Productions crew will arrive onsite at 2:00 PM for load-in and system setup
- Planned soundcheck schedule (subject to artist readiness and onsite conditions):
 - * Band 1: 4:00 PM – 4:45 PM
 - * Band 2: 5:00 PM – 5:45 PM
- Soundcheck times are structured to maintain show flow and support completion of the event within the standard 10-hour labor window, when possible

Confirmation of quotation 114

[Click here to digitally sign the quotation](#)



City of Piqua Concert Series Installation

Location:	Lock 9 park 125 E Water St Piqua, OH 45356
Quotation number:	115
Quotation version:	1
Quotation date:	02/25/2026
Valid until:	03/15/2026
Payment:	Invoice before event starts
Created by:	Garrett Chavies

Total

Total crew:	\$ 1,625.00
PRICE:	\$ 1,625.00

Confirmation of quotation 115

[Click here to digitally sign the quotation](#)

Additional conditions

Terms and Conditions:

Quote is subject to availability.

-This is only a preliminary quote valid for 7 days from the above date and is subject to change orders.

-Any applicable sales tax is not included unless stated.

-Cancellations occurring within 15 days of the date equipment is scheduled to leave the Ambient Productions premise are subject to a minimum 25% cancellation fee. - Cancellations occurring after equipment has left the facility are subject to a cancellation fee of 100%.

-Cancellation fee applies to the entire value of the order, including labor, trucking, and other misc. charges.

-If trucking is quoted it includes round trip (one delivery and one pick-up). Additional truck trips or off-hours freight loading charges, if required, will be billed as they occur.

-All labor scheduling and scheduling adjustments of the Ambient Productions employed crew must be coordinated through the account representative handling the quote.

- Lift Rentals: Any lifts, forklifts, scissor lifts, boom lifts, or other access equipment required for load-in, setup, operation, or load-out are the responsibility of the Client unless explicitly listed and priced in this quote. Ambient Productions assumes no responsibility for the sourcing, cost, availability, or operation of such equipment unless otherwise stated in writing.

It is expressly understood that this is a rental quote and does not involve any purchase agreements.

-Ambient Productions requires that a certificate of insurance be provided with Ambient Productions listed as additional insured, showing current effective liability insurance in amounts no less than 1,000,000 per occurrence, and inland marine coverage for the minimum equal to the total value of all equipment that will be rented from Ambient Productions showing Ambient Productions as the Loss Payee.

We are so thankful for this opportunity to work with you, and are confident you will be pleased with our value for excellence and service.

This agreement, any and all pricing and discounts contained herein, and any related proposals or correspondence between the client and Ambient Production LLC shall be considered confidential information. Client agrees to hold such information in strict confidence, not to be shared with third parties.

This proposal is valid 14 days from the quote date. Acceptance must be given by an authorized signature below.



City of Piqua Concert Series Strike

Location: Lock 9 park
125 E Water St
Piqua, OH 45356

Quotation number: 116

Quotation version: 1

Quotation date: 02/25/2026

Valid until: 03/15/2026

Payment: Invoice before event starts

Created by: Garrett Chavies

Total

Total crew:	\$ 1,625.00
PRICE:	\$ 1,625.00

Confirmation of quotation 116

[Click here to digitally sign the quotation](#)

Additional conditions

Terms and Conditions:

Quote is subject to availability.

-This is only a preliminary quote valid for 7 days from the above date and is subject to change orders.

-Any applicable sales tax is not included unless stated.

-Cancellations occurring within 15 days of the date equipment is scheduled to leave the Ambient Productions premise are subject to a minimum 25% cancellation fee. - Cancellations occurring after equipment has left the facility are subject to a cancellation fee of 100%.

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It is expressly understood that this is a rental quote and does not involve any purchase agreements.

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This proposal is valid 14 days from the quote date. Acceptance must be given by an authorized signature below.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/10/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wallace & Turner Insurance 30 Warder St #200 Springfield OH 45504		CONTACT NAME: Jodi Compton PHONE (A/C, No, Ext): (937) 324-8492 E-MAIL ADDRESS: jcompton@wtins.com FAX (A/C, No):	
INSURED AMBIENT PRODUCTIONS LLC 701 W MAIN ST TROTWOOD OH 45426-3631		INSURER(S) AFFORDING COVERAGE INSURER A: Employers Mutual Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 21415	

COVERAGES**CERTIFICATE NUMBER:** CL2621003878**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY			6E41803	02/07/2026	02/07/2027	EACH OCCURRENCE
	☐ CLAIMS-MADE ☐ OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence)				
			MED EXP (Any one person)				
			PERSONAL & ADV INJURY				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COM/PROP AGG
	OTHER:						
A	AUTOMOBILE LIABILITY			6E41803	02/07/2026	02/07/2027	COMBINED SINGLE LIMIT (Ea accident)
	☐ ANY AUTO		BODILY INJURY (Per person)				
	☐ OWNED AUTOS ONLY	☒ SCHEDULED AUTOS	BODILY INJURY (Per accident)				
	☒ HIRED AUTOS ONLY	☒ NON-OWNED AUTOS ONLY	PROPERTY DAMAGE (Per accident)				
							Medical payments
A	UMBRELLA LIAB			6J41803	02/07/2026	02/07/2027	EACH OCCURRENCE
	☐ EXCESS LIAB	☐ CLAIMS-MADE	AGGREGATE				
	DED ☒	RETENTION \$ 10,000					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N	N/A				E.I. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.I. DISEASE - EA EMPLOYEE
							E.I. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

For General Use of Proof

CERTIFICATE HOLDER**CANCELLATION**

Ambient Productions 701 W. Main St. Trotwood OH 45426	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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DRUG-FREE WORKPLACE COMPLIANCE AFFIDAVIT FORM
(O.R.C. - 153.03 - 153.031)

I, Daniel McAtee, the Solutions Specialist of Ambient Productions LLC
On behalf of said corporation/company and in accordance with O.R.C. - 153.01 - 153.031, hereby
swear and certify that Ambient Productions LLC is enrolled and in good standing with the
Ohio Bureau of Workers' Compensation Drug-Free Workplace Program, or in a comparable program,
called _____, which has been approved by the
Bureau of Workers' Compensation.

I further certify and acknowledge that Ambient Productions LLC understands
That this compliance form shall be incorporated into and become a part of the contract between the
public contracting authority and Ambient Productions LLC as contractor if the said
corporation/company is the successful bidder on the RFP 2603 Lock 9 Concert Project.

The contractor hereby additionally certifies, agrees and acknowledged that it is hereby
contractually responsible to the public contracting authority for taking whatever measures are legally
necessary to ensure that it's subcontractors, and any subsequent tier of contractors, are also enrolled
and in good standing with the Ohio Bureau of Workers' Compensation Drug-Free workplace
Program, or with a comparable Bureau approved program, prior to provision of any labor on the
RFP 2603 Lock 9 Concert Project by any subcontractor of any tier.

Further Affiant Sayeth Naught.

Daniel McAtee
(signature of Affiant)

Daniel McAtee
(printed or typed name of Affiant)

For: Ambient Productions LLC
(name of corporation/company/contractor)

Its: Solutions Specialist
(title of Affiant)

STATE OF Ohio)
COUNTY OF Montgomery) SS:

Sworn to and subscribed before me, a Notary Public in and for the State of
OHIO, on the 12 day of February, 2026 by
Dan McAtee as his/her voluntary act and deed.
(Affiant)



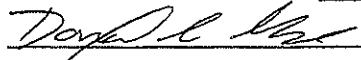
Courtenay L. Clevenger
Notary Public, State of Ohio
My Commission Expires 10-30-2030

Courtenay L. Clevenger
Notary Public

**AMERICANS WITH DISABILITIES ACT COMPLIANCE
CERTIFICATION**

As an authorized officer, I, Daniel McAtee
having the title of Solutions Specialist
of Ambient Productions LLC with
offices located at 701 W Main St. Trotwood, OH 45426
and as its duly authorized representative, state that effective this 10 day of February,
2026 (date of submission of Bid) that said Contractor and his company is in compliance with
the Americans with Disabilities Act.

Name of Contracting Firm: Ambient Productions LLC
Address of Contracting Firm: 701 W Main St.
Trotwood, OH 45426

Signature: 
Printed Name: Daniel McAtee
Title: Solutions Specialist
Date: 2/10/2026
Phone: 937-265-0655 Fax: _____