PIQUA CITY COMMISSION REGULAR MEETING W/ EXECUTIVE SESSION
TUESDAY, JUNE 2, 2026
5:30 PM
COMMISSION CHAMBER - 2ND FLOOR
201 WEST WATER STREET
PIQUA, OHIO 45356

CALL TO ORDER

THE PLEDGE OF ALLEGIANCE

ROLL CALL

ADJOURNMENT TO EXECUTIVE SESSION

1) To consider the appointment, employment, dismissal, discipline or compensation of the City Manager or City Clerk;

EXECUTIVE SESSION

ADJOURNMENT FROM EXECUTIVE SESSION

ROLL CALL

MOTION TO APPROVE BUSINESS AGENDA

1) Rules of Conduct

CONSENT AGENDA

1) **Approval of Minutes**
Approval of the Minutes from the May 19, 2026, Regular City Commission Meeting

2) **Resolution No. R-74-26**
A resolution appointing Wayne Davey to the Planning Commission

3) **Resolution No. R-75-26**
A resolution appointing Jean Frantz to the City Historic Review Commission

4) **Resolution No. R-76-26**
A resolution appointing James Oda to the City Historic Review Commission

5) **Resolution No. R-77-26**
A resolution appointing Mayor James Vetter to the City Historic Review Commission

OLD BUSINESS

NEW BUSINESS

1) **<u>Resolution No. R-71-26</u>**
A resolution authorizing a purchase order to Strawser Construction Inc. for a portion of the 2026 Pavement Program.

2) **<u>Resolution No. R-73-26</u>**
A Resolution Fixing the Time and Place for a Public Hearing on the Proposed City Tax Budget for Miami County for the Calendar Year 2027 and Draft Appropriation Ordinance.

CITY MANAGER'S REPORT

COMMISSIONERS COMMENTS

ADJOURNMENT

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

PROCEDURAL RULES AND RULES OF CONDUCT FOR CITY COMMISSION MEETINGS

BUSINESS AGENDA

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

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

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

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

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

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

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

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

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

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

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

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

NON-AGENDA PUBLIC COMMENT

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

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

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

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

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

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

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

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

RULES OF CONDUCT

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

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

2. Profanity that is disruptive is prohibited;

3. Racist and hate-filled epithets are prohibited;

4. Loud and boisterous conduct or comments are prohibited;

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

6. Noisemakers are prohibited;

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

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

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

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

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

City of PIQUA

PIQUA CITY COMMISSION REGULAR MEETING MINUTES
TUESDAY, MAY 19, 2026

CALL TO ORDER

THE PLEDGE OF ALLEGIANCE

ROLL CALL

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

ADJOURNMENT TO EXECUTIVE SESSION

Commissioner Wead made the motion to adjourn to executive session. Seconded by Commissioner Walker. All in favor. Motion carried.

1) To consider the appointment, employment, dismissal, discipline or compensation of the City Manager or City Clerk;

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

EXECUTIVE SESSION

The commission adjourned to executive session at 5:34.

ADJOURN FROM EXECUTIVE SESSION

Commissioner Walker made a motion at 7:00 to adjourn from executive session. Seconded by Commissioner Wead. All in favor. Mayor Vetter asked for a roll call.

ROLL CALL

MOTION TO APPROVE BUSINESS AGENDA

Commissioner DeBrosse made a motion to amend the Business Agenda and send Resolution No. R-66-26 back to the Planning Commission for an official recommendation. Commissioner DeBrosse then asked Kyle Hinkleman to explain what happened at the Planning Commission meeting. Kyle replied, while the Resolution passed at their meeting on May 12th by a 2-1 vote. After consulting with the legal department, our Charter requires us to follow the majority of the majority would be necessary. In other words, three votes would have been required to take formal action. What is being presented tonight is a case, rather than a recommendation from the Planning Commission. Seconded by Commissioner Walker. All in favor. Motion carried.

1) Rules of Conduct

CONSENT AGENDA

Jonathan Wessel had asked to speak about moving the resolutions to appoint board members to the Business Agenda per the city's own Ordinance 10.18 "that the minutes must contain a substantive treatment of the items discussed and shall not be limited to a mere recounting of the subject and outcome of a roll call of the votes". Section B4 goes further that "minutes shall contain sufficient facts and information to permit the public to understand and appreciate the rationale behind the commission or board's decision on all matters indicated on the agenda." Based on the city's own ordinance, it is impossible to satisfy when Consent Agendas are used for substantiative matters. There is nothing to record because nothing is said. While Mr. Wessel has no issue with Rick Walker having been selected for the PIC, he would like to have seen discussion as to how this appointment came about. Kim Heisler wanted to speak on this as well. Ms. Heisler reiterated what Mr. Wessel said about having discussion about board appointments. Ms. Heisler feels that the public has a right to see the commission deliberate the appointments. When they don't, it leads to 'colluding'. Ms. Heisler suggested the commissioners take another look at the Sunshine Laws and Open Meetings Act. She thanked whoever was responsible for putting the meetings back on YouTube. However, asked that the meetings stay live until the end of the Non-Agenda Public Comment part of the meeting, as that is when a lot of important issues are discussed. Commissioner DeBrosse asked Law Director Jessica Stiltner why it had been a past precedent to do appointments to various boards on the Consent Agenda? Ms. Stiltner replied, when it is for the boards, those are typically staff recommendations. When applications have been submitted, staff reviews and makes a recommendation to the commission. It is a recommendation of approval. That is why it is placed on the Consent Agenda. The Consent Agenda by itself is not typically meant to be deliberated unless there is an issue. By its very nature, it recommends approval of the item in the Consent Agenda. Commissioner DeBrosse confirmed with Ms. Stiltner that it is her legal opinion that it is fine to keep them on the Consent Agenda? Ms. Stiltner replied yes. Commissioner DeBrosse made a motion to approve the Consent Agenda. Seconded by Commissioner Wead. Commissioner Walker abstained as Resolutions R-69-26 and R-70-26 appointed him as a board member. Mayor Vetter, Commissioners DeBrosse and Wead in favor. Motion carried.

1) **Approval of Minutes**
Approval of the Minutes from the May 5, 2026, Regular City Commission Meeting

2) **Resolution No. R-69-26**

A Resolution appointing a member, William Walker Jr. (Rick), to the governing board of the Piqua Improvement Corporation

3) **Resolution No. R-70-26**
A Resolution appointing a member, William Walker Jr. (Rick), to Grow Piqua Now.

OLD BUSINESS

1) **Ordinance No. O-2-26 (Third Reading)**
An Ordinance enacting and adopting a supplement to the Code of Ordinances for the City of Piqua.

There have been no changes since the first two readings. Kim Heisler was the only public speaker but didn't actually speak on this Ordinance. Ms. Heisler wanted to confirm that Ordinance O-3-26 was corrected. Commissioner Walker asked if the Ordinance in question had been corrected. Law Director Jessica Stiltner replied that it had and was presented to commission for signatures. Commissioner Walker made a motion to approve. Seconded by Commissioner DeBrosse. All in favor. Roll was called. Motion carried.

NEW BUSINESS

1) **Resolution No. R-65-26**
A Resolution authorizing a Zoning Map Amendment to the City of Piqua Zoning Map to change the zoning designation of parcel ID #N44-100684 from "AG" Agriculture to "S-RM" Residential Multi-Unit.

Presented by Kyle Hinkleman. To authorize a zoning map amendment. This was passed by the Planning Commission on May 12 by a 3-0 vote. This is a 5 acre piece of land that is south of Lambert Drive and west of RM Davis Pky. The applicant is not requesting development at this time. Mr. Hinkleman had an eight-page slide presentation with the applicant's proposed future plans. Those will be attached to the finalized Agenda Packet. Kim Heisler wanted to reiterate that she was at the Planning Commission meeting and this item was heavily debated. While not against this, she wants to see it handled responsibly. Next, Nicholas Mahrt spoke and said that one of the Planning Commission members, Micah Underwood, had quite a bit of hesitation about this issue from Mr. Mahrt's understanding because of the buildout of these areas to our detriment within our lakes and ponds, leading to a large amount of buildup of silt. Mr. Mahrt is concerned about chemicals getting into the waterways and effecting the ecosystem. He is asking for the commission to reconsider this resolution. Commissioner Walker wanted to clarify that this is only to change the zoning. Mr. Hinkleman confirmed that, yes, this is only to change the zoning at the request of the property owner. Commissioner Walker made a motion to approve. Seconded by Commissioner DeBrosse. All in favor. Motion carried.

2) **Resolution No. R-66-26**
A Resolution to approve a final plat with dedication for Whitetail Bend, Section 1 & 2.

This item was addressed in a motion at the beginning of the Business Agenda to be sent back to the Planning Commission.

3) **Resolution No. R-67-26**
A Resolution awarding a contract to M&T Excavating, LLC for the Washington Road Water Main Extension Project

Kenton Kiser presented. There were seven bids received and M&T Excavating was the lowest. This is for the east side of Washington Rd. Jonathan Wessel appreciated all the details included in the packet. As to the reimbursement, in October 2024, the commission passed approval for $1.9 million to Fishbeck for all sorts of projects related to this. Mr. Wessel asked if the city could put something together showing those expenditures. During the commissioner's comment, Commissioner DeBrosse asked Kevin Krejny if he wished to address this request. Kevin explained he has already started working on a spreadsheet outlining the expenses and reimbursements, and it is his hope to present it to the commission on a quarterly basis, thus making it available to the public. Next, Kim Heisler asked if the contract for the water and sewer had all been signed off by all parties? Kevin replied that, yes, all parties have signed, pointed out page 167 in the packet has the executed copy of the contract, and Law Director Jessica Stiltner printed page 190 during the meeting for the commissioners to review. Ms. Heisler asked why the city would be the one doing the hiring of the contractor and to be the one fully responsible, taking on all the risk, and why M&T's contract was not included in the packet to help protect us during the construction?? Kevin replied the city has hired M&T because they want to be sure the quality of the work meets expectations. It is in the city's best interest to maintain as much control over the project as possible, as when this project is complete it will be ours to maintain. Commissioner DeBrosse asked if there is another reason it is important that this part of the project be overseen by the city? Kevin responded that while the project is investing in the infrastructure, it will become a city asset, and we can add on to it as needed in order to promote future business growth. Steve Yenney asked to speak. He stated that on page 185, the addendum was not signed. Furthermore, the signing agent, Pamela Gregorski, does not work for J5, LLC. Commissioner DeBrosse made a motion to have all the signed copies of the amendments added to the minutes of this meeting. Seconded by Commissioner Walker. All in favor. Motion carried. Commissioner DeBrosse next made a motion to approve Resolution No. R-67-26. Seconded by Commissioner Wead. All in favor. Motion carried.

4) **Resolution No. R-68-26**
A Resolution authorizing a Purchase Order(s) to Utility Service Co., Inc. for continued Water Tower Maintenance for 2026

Presented by Kevin Krejny. This Resolution is to continue the maintenance schedule and the work that has already been started. It is coming before commission because the purchase orders are for over $75,000.00. Kim Heisler asked what a sprint treatment is? Is it on the spreadsheet multiple times? Kevin said it should be a spring treatment and the document was provided by the contractor. Kim Heisler asked if we would be adding a water tower for the data center? Kevin replied, if one is added, it would be part of the water and sewer agreement. Afterward, it would be up to the city to maintain. A motion to approve was made by Commissioner DeBrosse. Seconded by Commissioner Walker. All in favor. Motion carried.

CITY MANAGER'S REPORT

The interim City Manager, Rick Byron, made his announcements. Recently the city revealed the 2026 pavement program. Details can be found on the city website at piquaoh.gov/pavement.
The city received one million dollars in funding for the Power Plant located at S. Main St. through the Ohio Department of Development's Brownfield Remediation Program. The remediation will prepare the site for future mixed-use commercial redevelopment, potentially including recreational, entertainment, residential or specialty production facilities, supporting job creation and economic growth in the area.
Several community programs for the summer are also on the website.

COMMISSIONERS COMMENTS

Commissioner Walker thoughts and prayers for Simmons family. He wanted to point out how lucky we are to have the power department we have. Thank you to RJ. Watch out for the kids, those scooters are everywhere.
Commissioner Wead wanted to let the public know he was registered for his Sunshine Training in June as he had missed the March cut-off.
Commissioner DeBrosse wanted to preemptively recognize the Piqua High School and Lehman High School graduates. Also, I would like to send thoughts and prayers to Commissioner Simmons.
Mayor Vetter said he thought there would be a Celebration of Life for Commissioner Simmons' wife on June 1.

ADJOURNMENT

A motion was made by Commissioner DeBrosse to adjourn the meeting. Seconded by Commissioner Walker. All in favor. The meeting was adjourned at 7:59.

NON-AGENDA PUBLIC COMMENT

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

JIM VETTER, MAYOR

PASSED: ____________________

ATTEST: ____________________

COMMISSION CLERK

<u>Resolution No. R-74-26</u>

A resolution appointing Wayne Davey to the Planning Commission

WHEREAS, Bradley Bubp resigned from the Planning Commission on May 21, 2026, and his term on the Planning Commission needs to be fulfilled through March 1, 2027; and

WHEREAS, Wayne Davey currently serves on the Board of Zoning Appeals and has stated he has interest in serving on the Planning Commission; and

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

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

SEC. 1: Bradley Bubp's resignation from the Planning Commission on May 21, 2026, is accepted and his position is considered vacated.

SEC. 2: Wayne Davey is hereby appointed as a member of the City of Piqua Planning Commission to complete the vacant existing term that will end March 1, 2027, or until his successor is confirmed and qualified.

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

____
JAMES D. VETTER, MAYOR

PASSED: ____________________________

ATTEST: ____________________________
CLERK OF COMMISSION

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

Mayor Jim Vetter __________

Commissioner Rick Walker

Commissioner Paul Simmons __________

Commissioner Philip Wead __________

Commissioner Frank DeBrosse __________

<u>Resolution No. R-75-26</u>

A resolution appointing Jean Frantz to the City Historic Review Commission

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: Jean Frantz is hereby appointed as a member of the City Historic Review Commission for a term of four (4) years to expire on June 1, 2030, 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: ______________________________

ATTEST: ______________________________
CLERK OF COMMISSION

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

Mayor James D. Vetter ____________
Commissioner Frank DeBrosse ____________
Commissioner Paul Simmons ____________
Commissioner Rick Walker ____________
Commissioner Philip Wead ____________

<u>Resolution No. R-76-26</u>

A resolution appointing James Oda to the City Historic Review Commission

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: James Oda is hereby appointed as a member of the City Historic Review Commission for a term of five (5) years to expire on June 1, 2031, or until his 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: ____________________________

ATTEST: ____________________________
CLERK OF COMMISSION

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

Mayor James D. Vetter	__________
Commissioner Frank DeBrosse	__________
Commissioner Paul Simmons	__________
Commissioner Rick Walker	__________
Commissioner Philip Wead	__________

<u>Resolution No. R-77-26</u>

A resolution appointing Mayor James Vetter to the City Historic Review Commission

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: Mayor James Vetter is hereby appointed as a member of the City Historic Review Commission for a term of one (1) year to expire on June 1, 2027, or until his 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: ______________________________

ATTEST: ______________________________
CLERK OF COMMISSION

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

Mayor James D. Vetter	__________
Commissioner Frank DeBrosse	__________
Commissioner Paul Simmons	__________
Commissioner Rick Walker	__________
Commissioner Philip Wead	__________

City of PIQUA

COMMISSION AGENDA STAFF REPORT

MEETING DATE	June 2, 2026
REPORT TITLE	**Resolution No. R-71-26** A resolution authorizing a purchase order to Strawser Construction Inc. for a portion of the 2026 Pavement Program.
SUBMITTED BY	Community Services
AGENDA CLASSIFICATION	Resolution
BACKGROUND	On April 17th, 2026, a proposal was received from Strawser Construction Inc. (Exhibit C) with the approval to use the ODOT Cooperative Bid Process for 101G-27 (R-62-25). ODOT authorized the City of Piqua to use the contract for 101G-27 on May 27th via OhioBuys (Exhibit B). The streets in this portion of the 2026 Pavement Program are shown on the attached map (Exhibit A). The streets were selected based on their Pavement Condition Index (PCI) and applying the appropriate treatment to the road in the area selected for this year. This portion of the program will consist of streets being crack sealed, microsurfaced, or cape sealed. The project will also include the placement of all new paint pavement markings on the streets worked on.
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted $: 2,400,000 Expenditure $: 475,850 Source of Funds: Street Income Tax (103 Fund), Street 101 Narrative: This resolution includes a 10% contingency for items of work which may be required which are not included in the original plans and specifications. This also accounts for any overages that may occur.
ATTACHMENTS	1. Exhibit A - Map 2. Exhibit B - State Bid_Co-Op Approval 3. Exhibit C - Proposal

<u>Resolution No. R-71-26</u>

A resolution authorizing a purchase order to Strawser Construction Inc. for a portion of the 2026 Pavement Program.

WHEREAS, on May 20, 2025, this Commission passed Resolution No. R-62-25 authorizing the City of Piqua to utilize the ODOT Cooperative Bid Process; and

WHEREAS, the purchase will be made utilizing the ODOT Cooperative Bid Process with Strawser Construction Inc.; proposal being shown in Exhibit "C" attached hereto;

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

SEC. 1: A purchase order is hereby authorized with Strawser Construction Inc. via an ODOT cooperative bid as a portion of the 2026 Pavement Program and the City Manager is hereby authorized to execute a contract with said contractor pursuant to contract specifications.

SEC. 2: The Finance Director certifies that funds are available and is hereby authorized to draw his warrants from time to time on the appropriate account/s of the city treasury in payment according to contract terms, not exceeding a total of $475,850.

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

____
JAMES D. VETTER, MAYOR

PASSED: ____________________________

ATTEST: ____________________________
CLERK OF COMMISSION

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

Mayor James D. Vetter	________
Commissioner Frank DeBrosse	________
Commissioner Paul Simmons	________

Commissioner Rick Walker ______________
Commissioner Philip Wead ______________


Exhibit A
Map #26-04
Street Treatments
Microsurfacing
Cape Seal
Crack Seal
Park Ave
W North St
W High St
W Water St
Piqua
Franz Pond
Dubois Dr
Jean Dr
Severs Dr
W Grant St
Garfield St
Edge St
South St
Summit St
Mote Park
Clark Ave
Brook St
Manier Ave
Hemm Rd
William H Pitsenbarger Sports Complex
Andover Ave
Fairfax Ave

OhioBuys Suppliers Sourcing Contracts Shop Procurement Approvals Release & Beverly Y.

Create DOT Co-op Request

Search

Save Cancel

Exhibit B

Fields marked by an asterisk * are mandatory

DOT Contract Request | Workflow

Reminder

Please include all documents needed for approval (i.e., Ordinance/Resolution Documentation).

Header

ID: 406

Status: Approved

Requested Date: 5/27/2026

Label*: Pavement Program 2026

Estimated Amount*: 475,850.000

Description of Request*: The City of Piqua requests to use Strawser Construction Inc. for our pavement preservation program this year

Supporting Attachments*: Click or Drag to add files

Resolution No. R-62-25.pdf

Contract*: DOT101G27-41 - Asphalt Concrete, Bituminous Mixes, Equipment Rental, and Material Hauling

Supplier: STRAWSER CONSTRUCTION INC

Source I

Organizati

Contact Pe: Beverly

Contact Er: byount@

Contact Pl: 937778

Workflow follow-up

Cancel
Started 37 minutes ago
Max FLING
Candiace FOWLER
Nicholas KRAFFT
Beverly YOUNT

Complete
31 minutes ago
Nicholas KRAFFT

Agency Approver
31 minutes ago
Nicholas KRAFFT

Draft
33 minutes ago
Beverly YOUNT

Exhibit C

Strawser Construction Inc.

A COLAS COMPANY

300 EAST BROAD STREET, SUITE 450, COLUMBUS, OH 43215 - PHONE (614) 276-5501 - FAX (614) 276-0570
www.strawserconstruction.com

PROPOSAL

4.17.2026

Kenton Kiser
City of Piqua
201 W Water St
Piqua, OH 45356
937.418.0607
kkiser@piquaoh.gov

Project: 2026 Pavement Preservation

Dear Mr. Kiser,

Strawser Construction Inc. ("Strawser") is pleased to present the following proposal for your review.

We will furnish all labor, equipment, and materials to complete the following scope of work:

Type of Work 1	Quantity	Unit of Measure	Unit Price	Extension
TYPE II Crack Seal	25,422.00	SY	$0.75	$19,066.50

Type of Work 2	Quantity	Unit of Measure	Unit Price	Extension
Chip Seal w/ #8 Limestone	39,165.00	SY	$3.42	$133,944.30

Type of Work 3	Quantity	Unit of Measure	Unit Price	Extension
RAP Micro @ 22LB/SY	52,532.00	SY	$4.77	$250,577.64

Type of Work 4	Quantity	Unit of Measure	Unit Price	Extension
Removal/642 Permanent Paint	1.00	LS	$13,000.00	$13,000.00

Type of Work 5	Quantity	Unit of Measure	Unit Price	Extension
Class 2 CL/642 Permanent Paint	1.00	LS	$16,000.00	$16,000.00

Total $432,588.44

P R O P O S A L
(continued)

PROPOSAL SPECIFIC CONDITIONS:

- Pricing valid for 30 days from date of Proposal on page 1. If Proposal has not been accepted and returned within 30 days, Strawser has the right to adjust pricing.
- By signing this Proposal, you are agreeing to **Strawser's Standard Terms and Conditions for Projects**, attached hereto.
- Proposed quantities are based on site conditions as of the date of this Proposal.
- This proposal is limited to the scope of work listed on page 1. Any alteration or deviation from this scope of work may result in additional costs and must be contracted for in writing and signed by an authorized representative of Strawser.
- Prices are based on 1 mobilization. Work to be completed in 2026.
- Unit Price items will be billed per installed quantities.
- Prices include sales tax if project is not tax exempt.
- SCI reserves the right to not perform any work after October 1.

Exclusions:

- Per ODOT specifications.
- Performance and payment bond. Bonding, if required, can be provided @ 1%.
- Water source, if required.

Notes:

- Pricing is based on assumption that existing pavement will support the weight of normal construction loads. Along with ability to close side streets with alternate access.
- Strawser is not responsible for damage to finished surface by others including humans, animals or vehicles tracking fresh material.
- Upon the awarding of the proposal, please supply Strawser with an Ohio Department of Taxation Construction Contract Exemption Certificate, if applicable.
- Pavement to be clean of all debris before our arrival.
- Does not include any asphalt repairs, crack sealing of gutter pans, curb lines or alligator areas
- RAP micro is a 50/50 blend of RAP and Limestone.
- Removal /642 permanent paint - prior to crack seal and micro. 642 Permanent paint applied after micro. No temporary striping.
- Class II CL/642 Permanent paint - Chip and micro items include Class II center line (Clark Ave only after chip seal) and 642 permanent paint after micro.

Please call with any questions.

Thank you,

Dominic Caminiti
Strawser Construction Inc.
614.203.8089
dcaminiti@strawserconst.com

Strawser Construction Inc.
A COLAS COMPANY
300 EAST BROAD STREET, SUITE 450, COLUMBUS, OH 43215 - PHONE (614) 276-5501 - FAX (614) 276-0570
www.strawserconstruction.com

APPROVAL AND ACCEPTANCE

We hereby propose to furnish material and labor – complete in accordance with above specifications, for the sum of:

$432,588.44
Payment terms: Net 30 Days

This offer is subject to credit approval from our credit department This account is subjected to a finance charge computed at an annual percentage rate of 18% on the total past due balance.

Strawser Construction Inc. Authorized Signatures:

____ Date: _________________________
Timothy W. Amling, Senior Estimator

____ Date: _________________________
Jordan Traylinek, Senior Estimator
****
Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the work as specified. Funds are available and payment will be made as outlined above.

Please Print Name: ____

Title: ____

Email Address: ____

Date of Acceptance: ____

Authorized Signature: ____

Name of Contact Person to Send Invoices: _____________________________________

Email Address to Send Invoices: ____

DO YOU HAVE A FORMAL EXTRA WORK APPROVAL PROCESS? Please check.
____ Yes. We will issue a Change Order.

____ No . The following representative is authorized to sign Strawser Construction Inc.'s Extra Work Order (copy included in this proposal) on behalf of Customer before the extra work will begin. The extra work will be included on invoice to Customer. Please print name, phone and email:

____

Strawser Construction Inc.'s Standard Terms and Conditions

1. **Applicability**. The accompanying proposal/quotation/confirmation of work order/invoice and these terms (collectively, the "***Proposal***") comprise the entire agreement between the parties, and supersede all prior or contemporaneous communications, understandings, agreements, negotiations, representations, and warranties. The terms and conditions herein supersede and nullify, and Strawser hereby expressly rejects, any other terms or conditions found in any other agreements or documents, including but not limited to Customer's website, Customer's construction contracts, purchase order forms, and any contract between Customer and any third party. All sales for work and materials pursuant to this Proposal are subject to Strawser's approval of Customer's credit application and assignment to Customer of a credit limit.

2. **Pricing**. Unless otherwise stated in this Proposal or the quote provided herewith, prices quoted shall be good for a period of 30 days. Strawser reserves the right to adjust any prices for Proposals that are not complete within one hundred eighty (180) days from the date of the Proposal. Pricing includes overhead, profit, insurance, burdens, fringe benefits, consumables, small tools, standard PPE, labor, equipment, and material. **Prices in the Proposal are based upon estimated quantities and digital measurements ONLY and based upon plans and specifications provided by Customer. Payment shall be based upon actual field measurements and load tickets. Billing will be based upon measured quantities at the unit rates provided within.** In the event of any deviations from the plans and specifications provided by Customer, including depths, Strawser will need to re-price and will require the parties to execute an amended Proposal. If applicable, Strawser is to be included in negotiations with Owner on all modifications/change orders that will have an impact on Strawser's scope of work under this Proposal.

3. **Payment.** Payment terms are net 30 days from date of Strawser's invoice or sooner as may be required by applicable law. Late payments shall accrue a finance charge computed at an annual percentage rate of 18% or the highest rate allowable by law, whichever is less. Strawser shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, arising out of Customer's failure to make all payments due under this Proposal in a timely manner. In the event payment is not received within 30 days, Strawser has the right to stop work under the Proposal until such time as payment is received.

4. **Taxes**. Customer is responsible for payment of all taxes and duties of any nature whatsoever, including any local, state and federal taxes. Customer agrees to indemnify and hold Strawser harmless from any and all costs and expenses associated with any levy or attempted levy of any such taxes on Strawser. Any taxes that are or may be levied by the United States Government or any State or political subdivision thereof, on the material quoted herein, or on the sale or purchase thereof, or on incidental transportation charges, when same are paid or required to be paid or collected by the Seller shall be added to the prices named, unless otherwise stated.

5. **Suspension; Termination.** In addition to any other remedies available to Strawser, Strawser may suspend or terminate this Proposal with immediate effect upon written notice to Customer, if Customer: (a) fails to pay any amount when due under this Proposal (or any other agreement Customer has with Strawser); (b) has not otherwise performed or complied with any of these terms (or complied with the terms of any other agreement Customer has with Strawser); (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors; or (d) exhibits other adverse credit conditions that are unsatisfactory to Strawser, as determined by Strawser in its sole discretion.

6. **Commencement of Work**. Customer shall provide Strawser a construction schedule and appropriate notice prior to the commencement of Strawser's work under this Proposal. The Proposal assumes unimpeded access and egress to the site to perform Strawser's Work.

7. **Warranty**. Strawser warrants that the goods herein will conform to the specifications provided to Strawser prior to manufacture, shipment or placement of the materials. All work will be completed in a workmanlike manner according to standard industry practices. Strawser's obligation to meet the applicable specifications supersedes any and all other warranties. Strawser does not warrant design surfaces with less than 1% drainage. **THE EXPRESS WARRANTY PROVIDED IN THIS SECTION 7 IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY STRAWSER TO BUYER.**

7. (cont.) **STRAWSER DISCLAIMS AND CUSTOMER WAIVES ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.** Customer shall verify that Strawser's proposed work and materials comply with the plans and specifications prior to installation. The express limited warranty set forth herein shall be void if Customer fails to pay Strawser in full for the work and materials provided by Strawser pursuant to this Proposal.

8. **Time.** Strawser shall make reasonable efforts to deliver materials and perform work by the specified delivery date. Strawser is not responsible for any delays in work or supply of materials due to labor disputes, pandemics, repairs to machinery, fire, flood, adverse weather conditions, inability to obtain transportation, fuel, electric power, or operating materials or machinery at reasonable cost; or by reason of any other cause beyond its control, including the inability to produce materials meeting any applicable specification or requirement. The period specified for delivery of goods or performance of work hereunder shall be extended by the period of delay occasioned by any such circumstance.

9. **Disclaimer for Work of Others.** Strawser assumes no responsibility for work performed by others outside of the scope of this contract, and denies all liability for items not included in the contract, nor is Strawser responsible for any design deficiencies unless such are provided by Strawser.

10. **Modification.** No amendment or modification of this Proposal shall be valid or enforceable unless in writing and signed by the party sought to be charged, and no prior or current course of dealing between the parties, or any usage of trade or custom of the industry shall modify or supplement the terms and conditions of this Proposal.

11. **No Waiver.** The failure of Strawser to exercise any right granted hereunder shall not impair or waive Strawser's privilege of exercising such right to any subsequent time or times.

12. **Damages.** Strawser's liability for any and all damages, including claims for damages by third parties, related to this Proposal shall be limited to replacement of work in place. IN NO EVENT SHALL STRAWSER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WITH REGARD TO ANY CLAIM ARISING OUT OF OR RELATING TO THIS PROPOSAL.

13. **Indemnity.** To the fullest extent permitted by law, Customer shall defend, indemnify and hold Strawser, its officers, employees, agents, insurers, sureties, and affiliates, harmless from any and all losses, damages, costs, expenses (including attorneys' fees), claims, suits, liabilities, and fines arising out of or in any way related to: (i) Customer's breach of this Proposal or (ii) any act or omission by or on behalf of Customer, its employees, and agents.

14. **Insurance.** Owner to carry fire, tornado and other necessary insurance.

15. **Applicable Law.** This Proposal, and the rights, duties, obligations, and remedies of the parties shall be governed by or construed in accordance with the laws of the state where the project is located. Any disputes under this agreement shall be decided under arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect, unless the parties mutually agree otherwise. Each party to bear its own costs.

16. **Miscellaneous**. Safety Data Sheets (SDS) prepared in accordance with OSHA's Hazard Communication Standard are available to ensure chemical safety in the workplace. Please contact Strawser at the phone number or address set forth on the attached page to obtain copies. All employers with hazardous chemicals in their workplaces must have labels and safety data sheets for their exposed workers and train them to handle hazardous chemicals appropriately. Customer agrees to draw to the attention of any persons handling or using the materials or having access to the materials while in Customer's possession or to whom Customer sells or provides the materials or any part thereof any warning, information of suggestions which are contained or referred to in the Safety Data sheets or label information, or any other literature or packaging relating to the materials.

Sales and Use Tax

Construction Contract Exemption Certificate

Identification of Contract:

Contractee's (owner's) name: City of Piqua
Exact location of job/project: Various Roads
Name of job/project as it appears on contract documentation: 2026 Pavement Preservation

The undersigned hereby certifies that the tangible personal property purchased under this exemption certificate was purchased for incorporation into:

☐ A building used exclusively for charitable purposes by a nonprofit organization operated exclusively for charitable purposes as define in Ohio Revised Code (R.C.) section 5739.02 (8)(12);	☐ Real Property that is owned, or will be accepted for ownership at the time of completion, by the United States government, its agencies, the state of Ohio or an Ohio political subdivision;
☐ Real property under a construction contract with the United States government, its agencies, the State of Ohio or an Ohio political subdivision;	☐ A computer data center entitled to exemption under R.C. 122.175;
☐ A horticulture structure of livestock structure for person engaged in business of horticulture or producing livestock;	☐ A building under a construction contract with an organization exempt from taxation under section 501(C)(3) of the Internal Revenue Code of 1986 when the building is to be used exclusively for the organization's exempt purposes;
☐ A house of public worship or religious education;	
☐ The original construction of a sports facility under R.C. section 307.696;	☐ A hospital facility entitled to exemption under R.C. section 140.08;
☐ Real property outside this state if such materials and services, when sold to a construction contractor in the state in which the real property is located for incorporation into real property in that state, would be exempt from a tax on sales levied by that state;	☐ Building and construction materials and services sold for incorporation into real property comprising a convention center that qualifies for property tax exemption under R.C. 5709.084 (until one calendar year after the construction is completed).

The original of this certificate must be signed by the owner/contractee and/or government official and must be retained by the prime contractor. Copies must be maintained by the owner/contractee and all subcontractors. When copies are issued to suppliers when purchasing materials, each copy must be signed by the contractor or subcontractor making the purchase.

Prime Contractor

Name: Strawser Construction Inc.
Signed by: ______
Title: ______
Street address: 1392 Dublin Road
City, state, ZIP: Columbus, OH 43215
Date: ______

Owner/Contractee

Name: ______
Signed by: ______
Title: ______
Street address: ______
City, state, ZIP: ______
Date: ______

Subcontractor

Name: ______
Signed by: ______
Title: ______
Street address: ______
City, state, ZIP: ______
Date: ______

Political Subdivision

Name: ______
Signed by: ______
Title: ______
Street address: ______
City, state, ZIP: ______
Date: ______

Road or Street Name	Limits Start	End	Verified SQ YDS
Crack Seal			
Leonard St	Hemm Rd	Manier Ave	1738.00
Harney Dr	Margene Dr	Edge St	1532.00
Sherwood St	Margene Dr	Edge St	2002.00
Gray St	South St	Edge St	990.00
W Grant St	Sunset Dr	Cedarbrook Dr	7105.00
Maplewood Dr	Sunset Dr	Park Ave	9775.00
Elmwood	Maplewood Dr	Maplewood Dr	2280.00
			25,422
RAP Micro @ 22 LB			
Leonard St	Hemm Rd	Manier Ave	1738.00
Harney Dr	Margene Dr	Edge St	1532.00
Sherwood St	Margene Dr	Edge St	2002.00
Gray St	South St	Edge St	990.00
W Grant St	Sunset Dr	Cedarbrook Dr	7105.00
			13,367
Cape Seal w/#8 & RAP Micro @ 22 LB			
Clark Ave	Gordon St	Roosevelt Ave	7555.00
S Roosevelt Ave	Hemm Rd	Clark Ave	5995.00
Electric Ave	Fisk St	End Mntc	1865.00
Manier Ave	Fisk St	S Roosevelt Ave	1875.00
Renche St	Plum St	Covington Ave	1768.00
Mulberry St	Renche St	McKinley Ave	1955.00
Cedarbrook Dr	W Grant St	Covington Ave	2535.00
Beverly Dr	Margene Dr	W Grant St	4544.00
Garfield Ave	Beverly Dr	McKinley Ave	5438.00
Margene Dr	S Sunset Dr	Edge St	5635.00
			39,165

300 EAST BROAD STREET, SUITE 450, COLUMBUS, OH 43215 - PHONE (614) 276-5501 - FAX (614) 276-0570
www.strawserconstruction.com

E X T R A   W O R K   O R D E R

DATE ____

City of Piqua
201 W Water St
Piqua, OH 45356
937.418.0607

Project: 2026 Pavement Preservation
Strawser Construction Inc.'s Job #____________________

Strawser Construction Inc. will furnish all labor, equipment, and materials to complete the following ADDITIONAL scope of work:

Type of Work	Quantity	Unit of Measure	Unit Price	Extension
				$0.00
				$0.00
				$0.00
				$0.00
		Total		$0.00

The above prices are satisfactory and are hereby accepted.
You are authorized to perform the work as specified.
Funds are available and payment will be made as outlined above for this additional work.
I am authorized to sign on behalf of customer.

Authorized Representative's Printed Name: ____
Authorized Representative's Email Address: ____
Authorized Representative's Phone Number: ____
Authorized Representative's Signature: ____

Strawser Construction Inc.'s Project Manager: ____
Strawser Construction Inc.'s Project Manager's Signature: ____

Strawser Construction Inc. is an equal opportunity/affirmative action employer.

City of PIQUA

COMMISSION AGENDA STAFF REPORT

MEETING DATE	June 2, 2026
REPORT TITLE	**Resolution No. R-73-26** A Resolution Fixing the Time and Place for a Public Hearing on the Proposed City Tax Budget for Miami County for the Calendar Year 2027 and Draft Appropriation Ordinance.
SUBMITTED BY	Finance
AGENDA CLASSIFICATION	Resolution
BACKGROUND	We are required to set a public hearing for the Commission to consider the 2027 City tax budget. The hearing will be on June 16, 2026 at the Regular Commission meeting.
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted $: 0 Expenditures $: 0 Source of Funds: Narrative:
ATTACHMENTS	None

<u>Resolution No. R-73-26</u>

A Resolution Fixing the Time and Place for a Public Hearing on the Proposed City Tax Budget for Miami County for the Calendar Year 2027 and Draft Appropriation Ordinance.

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

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

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

SEC. 1: A public hearing on the proposed city tax budget for Miami County for the year 2027 and draft appropriation ordinance shall be held at the next regular meeting of this Commission on June 16, 2026, at 6:00 P.M.; and

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

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

____
JAMES D. VETTER, MAYOR

PASSED: ______________________________

ATTEST: ______________________________
CLERK OF COMMISSION

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

Mayor James D. Vetter ____________
Commissioner Frank DeBrosse ____________
Commissioner Paul Simmons ____________
Commissioner Rick Walker ____________
Commissioner Philip Wead ____________