City of PIQUA

PIQUA CITY COMMISSION REGULAR MEETING
TUESDAY, JUNE 16, 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

WORK SESSION

1) To Review Activity on Escrow Accounts.

MOTION TO APPROVE BUSINESS AGENDA

1) Rules of Conduct

CONSENT AGENDA

1) **Approval of Minutes**
Approval of the Minutes from the June 2, 2026, Regular City Commission Meeting

2) **Resolution No. R-78-26**
A resolution of appreciation for the public service of Janelle D. Collier as a city employee

NEW BUSINESS

1) **Ordinance No. O-8-26 (First Reading)**
An ordinance to amend Chapter 32: Boards and Commissions

2) **Resolution No. R-72-26**
A resolution authorizing the Interim City Manager to enter into an agreement with Thai 9 Store 2, LLC dba Thai 9 Piqua.

3) **Resolution No. R-79-26**
A Resolution Accepting for Statutory Purposes a Budget for the Calendar Year 2027

CITY MANAGER'S REPORT

COMMISSIONERS COMMENTS

ADJOURNMENT

NON-AGENDA PUBLIC COMMENT

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

PROCEDURAL RULES AND RULES OF CONDUCT FOR CITY COMMISSION MEETINGS

BUSINESS AGENDA

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

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

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

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

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

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

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

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

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

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

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

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

NON-AGENDA PUBLIC COMMENT

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

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

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

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

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

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

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

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

RULES OF CONDUCT

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

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

2. Profanity that is disruptive is prohibited;

3. Racist and hate-filled epithets are prohibited;

4. Loud and boisterous conduct or comments are prohibited;

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

6. Noisemakers are prohibited;

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

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

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

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

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

PIQUA CITY COMMISSION REGULAR MEETING W/ EXECUTIVE SESSION MINUTES
TUESDAY, JUNE 2, 2026

CALL TO ORDER

The meeting was called to order at 5:30pm.

THE PLEDGE OF ALLEGIANCE

ROLL CALL

Commissioner Walker made a motion to excuse Commissioner Simmons from the meeting. Seconded by Commissioner Wead. All in favor. Roll was then called.

ADJOURNMENT TO EXECUTIVE SESSION

Commissioner DeBrosse made a motion to adjourn to Executive Session. Seconded by Commissioner Walker. Mayor Vetter asked for a roll call. All in favor. Motion carried. Adjourned to Executive Session at 5:32.

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

EXECUTIVE SESSION

ADJOURNMENT FROM EXECUTIVE SESSION

Commissioner Wead made a motion to adjourn from Executive Session at 6:08. Seconded by Commissioner Walker. Roll was called. All in favor. Motion carried.

ROLL CALL

MOTION TO APPROVE BUSINESS AGENDA

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

1) Rules of Conduct

CONSENT AGENDA

Kim Heisler asked to speak on the Consent Agenda. Ms. Heisler asked if the minutes would be amended? The answer was yes. Ms. Heisler then asked what the usual manner is with regard to the Consent Agenda and our Charter as asked previously by Jonathan Wessel. How are board members selected? How are members notified of openings? Do the commissioners see the applications? Why are the commissioners not part of the selection process? Ms. Heisler asks that these resolutions be moved to the Business Agenda. Next, Solei Larkin has similar concerns. Ms. Larkin stated it is in the Charter that it is the City Commissioner's responsibility to select the people. Without the commission being presented all the applications, they are missing out on potentially well-qualified people, Jonathan Wessel being one of them. Ms. Larkin asked if the commission knew if the appointees are qualified?
Commissioner DeBrosse made a motion that he wanted to amend the minutes to include the Water and Wastewater Agreement. This motion was seconded by Commissioner Walker. All in favor.
Commissioner Wead then asked if the Consent Agenda had to be approved as a whole. Mayor Vetter responded that they could go through the items individually.

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

Commissioner DeBrosse wanted to clarify and make a motion to amend the Minutes from the May 19, 2026, City Commission Meeting to add the executed Water and Wastewater Agreement. The motion was seconded by Commissioner Walker. All in favor. Motion carried and the minutes were approved as amended.

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

Commissioner DeBrosse made a motion to approve. Seconded by Commissioner Walker. Commissioner Wead voted against as he wanted to check into Ordinance No. 10.18(b)4. Mayor Vetter asked for a roll call. Mayor Vetter, Commissioners DeBrosse and Walker voted in favor. Commissioner Wead voted against. The motion carried.

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

This is reappointing a member to the City Historical Review Commission. Commissioner Walker made a motion to approve. Seconded by Commissioner DeBrosse. All in favor. Motion carried.

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

This is a resolution reappointing a member to the City Historical Review Commission. A motion to approve was made by Commissioner Walker. Seconded by Commissioner DeBrosse. All in favor. Motion carried.

5) **Resolution No. R-77-26**

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

This resolution is to reappoint Mayor Vetter to the City Historic Review Commission. A motion to approve was made by Commissioner Walker. Seconded by Commissioner DeBrosse. Commissioner Wead voted in favor. Mayor Vetter abstained. Motion carried.

OLD BUSINESS

There was no old business to discuss.

NEW BUSINESS

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

Kenton Kiser presented this resolution to authorize a purchase order to Strawser Construction for the second phase of the 2026 Pavement Program. Kim Heisler had a question about the Staff Report, specifically, the scope of work being cracks sealed, microsurfaced or cape sealed. What was provided in the proposal was this does not include any crack sealing of gutter pans, curb lines or alligator areas. Wanted to understand if that meant the curbs are different? Kenton responded that the crack seal first for the streets that are not as damaged, then Dura patch the alligator cracking. Public Works will be doing that. There were no commissioner comments. Commissioner Walker made a motion to approve. Seconded by Commissioner Wead. All in favor. Motion carried.

2) **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.

Jerry O'Brien presented this to set the time and place for discussion on the city 2027 tax budget before July 15, 2026. There were no comments from the commission or the public. Commissioner DeBrosse made a motion to approve. Seconded by Commissioner Walker. All in favor. Motion approved. Jerry added that there will be a copy provided to the commission by the end of the week, and it will be posted on the website before the next meeting.

CITY MANAGER'S REPORT

Rick Byron had one item and that was that the Lock 9 concert series kicked off May 29th drawing a big crowd. For a list of the remaining concerts see the city website.

COMMISSIONERS COMMENTS

Commissioner Wead attended the Duke Foundation and Habitat for Humanity meeting regarding the property in the Nicklin and Wilder area. It was very informative. Propose a Resolution on Section 3 ideas that Jonathan Wessel submitted. Golf carts need to have a registration; electric bikes and scooters as well.
Mayor Vetter would like to see YouTube broadcast continue into the non-agenda portion of the meeting.

Commissioner Walker has heard citizen concerns about truck traffic through town. Asked Rick if we could look at better signage?
Commissioner DeBrosse wanted to thank Chief Byron for the work at the softball diamond at Mote Park. Thank you to Commissioner Wead for pushing for Charter changes.
Mayor Vetter and Commissioner Wead have both had discussions with the Law Director about Jonathan's ideas.

ADJOURNMENT

Commissioner Walker made a motion to adjourn from the Business Agenda part of the meeting. Seconded by Commissioner DeBrosse. All in favor. The meeting was adjourned at 6:38pm.

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

City of PIQUA

COMMISSION AGENDA STAFF REPORT

MEETING DATE	June 16, 2026
REPORT TITLE	**Resolution No. R-78-26** A resolution of appreciation for the public service of Janelle D. Collier as a city employee
SUBMITTED BY	Diana Tamplin, Commission Clerk Commission Administration
AGENDA CLASSIFICATION	Resolution
BACKGROUND	Employees are recognized with a resolution if they have worked for the City of Piqua for more than 20 years. Janelle's hire date was 3/28/94 where she began her career in the Utility Billing Office. She went on to work in several different capacities, ending her career in Contract & Purchasing.
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted $: Expenditure $: Source of Funds: Narrative:
ATTACHMENTS	None

<u>Resolution No. R-78-26</u>

A resolution of appreciation for the public service of Janelle D. Collier as a city employee

WHEREAS, Janelle D Collier has retired as a Contract and Purchasing Manager with the City of Piqua; and

WHEREAS, her retirement follows 31 years of faithful and dedicated service to the City and its citizens.

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

SEC. 1: In recognition and appreciation of the public service of Janelle Collier with the City of Piqua, this Commission tenders its unanimous and respectful tribute by this resolution, which shall be a matter of public and permanent record;

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

____
JAMES D. VETTER, MAYOR

PASSED: ______________________________

ATTEST: ______________________________
CLERK OF COMMISSION

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

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

City of PIQUA

COMMISSION AGENDA STAFF REPORT

MEETING DATE	June 16, 2026	
REPORT TITLE	**Ordinance No. O-8-26 (First Reading)** An ordinance to amend Chapter 32: Boards and Commissions	
SUBMITTED BY	Jessica Stiltner, Director Law	
AGENDA CLASSIFICATION	Ordinance	
BACKGROUND	This ordinance modifies Chapter 32: Boards and Commissions. The change is to improve the voting structure to allow votes when members are absent.	
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted $:	N/A
	Expenditure $:	N/A
	Source of Funds:	N/A
	Narrative:	No financial impact
ATTACHMENTS	1. Exhibit A	

<u>Ordinance No. O-8-26 (First Reading)</u>
An ordinance to amend Chapter 32: Boards and Commissions

WHEREAS, the Piqua Code of Ordinances Chapter 32 establishes Boards and Commissions; and,

WHEREAS, the language of Chapter 32 is being modified for voting consistency;

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

SEC. 1: The ordinance referencing Chapter 32: Boards and Commissions is hereby amended as described herein and attached as Exhibit A.

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

____
JAMES D. VETTER, MAYOR

PASSED: ____________________________

ATTEST: ____________________________
CLERK OF COMMISSION

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

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

CHAPTER 32: BOARDS AND COMMISSIONS

Section

Planning Commission

32.001 Establishment; membership

32.002 Procedures; organization

32.003 Duties

Energy and Utility Board

32.015 Establishment; membership

32.016 Procedures; organization

32.017 Duties

Records Commission

32.050 Establishment; membership

32.051 Procedures; organization

32.052 Duties

Public Park Board

32.060 Establishment; membership

32.061 Procedures; organization

32.062 Duties

32.075 [Reserved]

32.076 [Reserved]

32.077 [Reserved]

Board of Zoning Appeals

32.095 Establishment; membership

32.096 Duties

32.097 Procedures; organization

32.098 Jurisdiction

PLANNING COMMISSION

§ 32.001 ESTABLISHMENT; MEMBERSHIP.

(A) There is established a City Planning Commission.

(1) The Commission shall have seven members, consisting of the Community Services Director ~~City Manager~~ (non-voting ex-officio) and the City Planner, ~~City Engineer~~ (non-voting ex-officio), and five citizens of the city to be appointed by the City Commission in accordance with section 94 of the Charter. Members shall be and shall remain residents of the city and shall be appointed, or removed, at the pleasure of the City Commission.

(2) The members of the Board shall serve without compensation, except Board members may be reimbursed for expenses incurred while carrying out their duties as Board members.

(3) Vacancies, whether by resignation, removal, or otherwise, shall be filled in the usual manner by the City Commission for the remainder of the term. No citizen shall be eligible for appointment herein who is an employee of the city.

('97 Code, § 33.01)

(B) The members of the Planning Commission shall have the qualifications and be vested with the powers as provided in section 94 of the Charter.

('97 Code, § 33.03) (Ord. C-196, passed 3-4-35; Am. Ord. 11-79, passed 2-5-79; Am. Ord. 19-23, passed 12-12-23; Am. Ord. 11-25, passed 9-16-25)

§ 32.002 PROCEDURES; ORGANIZATION.

(A) The Planning Commission shall meet upon there being business to discuss.

(B) All meetings of the Board shall be announced in advance and open to the public, with public meeting minutes being adopted formally.

(C) The members shall elect a Chairperson and a Vice-Chairperson annually. An election of officers of the Board shall be held at the first regular meeting of the year. No Board member shall serve as Chairperson for more than three consecutive years.

(D) ~~A majority of the voting members appointed to the Planning Commission shall constitute a quorum to do business. The affirmative vote of a majority of the voting members appointed to the Planning Commission shall be necessary for official actions, including adopting any resolution. However, in the absence of a quorum, a vote to adjourn may be adopted by a majority of the members present.~~ "A majority of the voting members appointed to the Board shall constitute a quorum to conduct business. Unless otherwise specified, the affirmative vote of a majority of the voting members present at any meeting with a quorum shall be necessary for official actions, including adopting any resolution or recommendation to the City Commission. However, in the absence of a quorum, a majority of the members present may vote to adjourn the meeting."

(E) The Community Services Department Representative shall cause the records of the Board to be prepared and preserved.

('97 Code, § 33.04) (Ord. 20-73, passed 10-15-73; Am. Ord. 19-23, passed 12-12-23; Am. Ord. 11-25, passed 9-16-25)

§ 32.003 DUTIES.

(A) The Planning Commission shall have all powers and duties as confirmed within section 94 of the Piqua City Charter.

(B) The Planning Commission shall review, recommend, and approve specific requests as defined within Title XV: Land Usage, Piqua Development Code Article 7.

(Ord. 11-25, passed 9-16-25)

ENERGY AND UTILITY BOARD

§ 32.015 ESTABLISHMENT; MEMBERSHIP.

(A) (1) There is established the City Energy and Utility Board.

(2) The Board shall be composed of up to 12 members, two of which shall be City Commission members, and up to ten who shall be and remain residents of the city, and shall be appointed, or removed, at the pleasure of the City Commission.

(3) The members of the Board shall serve without compensation, except Board members may be reimbursed for expenses incurred while carrying out their duties as Board members. Board members shall serve for five years, except that two of the original appointments shall be for one year, one shall be for two years, two shall be for three years,

one shall be for four years, and two shall be for five years respectively. The term of appointment for the two City Commission members shall be for two years, to terminate and begin when the City Commission reorganizes as specified by the Charter.

(4) Vacancies, whether by resignation, removal, or otherwise, shall be filled in the usual manner by the City Commission for the remainder of the term. No citizen shall be eligible for appointment herein who is an employee of the city. No member of the Energy and Utility Board shall have financial interest or hold any position with any private organization active as, or serving citizens of the state, as a public or quasi-public energy-related utility during his or her term. The person shall profess belief in the desirability of municipal utility ownership and operation.

(B) The citizens proposed for appointment shall be considered on their ability and educational level in the fields of engineering, accounting, administration, and management; or any equivalent combination of experience and training which provides the required knowledge, skills, and abilities thereof.

('97 Code, § 33.35) (Ord. 23-81, passed 3-16-81; am. Ord. 32-81, passed 4-9-81; Am. Ord. 7-00, passed 1-17-00; Am. Ord. 19-23, passed 12-12-23; Am. Ord. 11-25, passed 9-16-25)

§ 32.016 PROCEDURES; ORGANIZATION.

(A) The Energy and Utility Board shall meet upon there being business to discuss, but no less than once a quarter.

(B) All meetings of the Board shall be announced in advance and open to the public, with public meeting minutes being adopted formally.

(C) The members shall elect a Chairperson and a Vice-Chairperson annually. An election of officers of the Board shall be held at the first regular meeting of the year. No Board member shall serve as Chairperson for more than three consecutive years.

(D) ~~A majority of the voting members appointed to the Board shall constitute a quorum to do business. The affirmative vote of a majority of the voting members appointed to the Board shall be necessary for official actions, including adopting any resolution or recommendation to the City Commission. However, in the absence of a quorum, a vote to adjourn may be adopted by a majority of the members present.~~ "A majority of the voting members appointed to the Board shall constitute a quorum to conduct business. Unless otherwise specified, the affirmative vote of a majority of the voting members present at any meeting with a quorum shall be necessary for official actions, including adopting any resolution or recommendation to the City Commission. However, in the absence of a quorum, a majority of the members present may vote to adjourn the meeting."

(E) The Power System Director shall cause the records of the Board to be prepared and preserved.

(‘97 Code, § 33.36) (Ord. 23-81, passed 3-16-81; Am. Ord. 2-13, passed 3-5-13; Am. Ord. 19-23, passed 12-12-23; Am. Ord. 11-25, passed 9-16-25)

§ 32.017 DUTIES.

(A) The Board may make recommendations to the City Commission on the operation, management, and control of the municipal utilities including water, wastewater, underground utilities, stormwater, refuse, and electric power. Recommendations made by the Board may relate to the following.

(1) Expenditures, revenues, and charges to the utility systems.

(2) Annual budget and appropriation ordinances in relation to the utility systems.

(3) Relevant bond ordinances.

(4) Large scale capital improvements and expansion plans for the various systems.

(5) Utility rates and fees of the systems.

(6) Efficient management and use of the systems and the rules and regulations thereof.

(7) Any utility-related issue the Board may deem pertinent to the concerns and operations within the jurisdiction of the city, and adjacent customers receiving utilities through the City of Piqua.

(B) All actions, functions, and responsibilities of the Energy and Utility Board are to be directed generally to those actions, functions, and responsibilities described above, and shall be consistent with the legal requirements of the Charter, federal and state laws, or other regulatory agencies having jurisdiction over the utilities. The adopted recommendations of the Energy and Utility Board shall not be binding, but shall be given priority consideration by the City Commission.

(C) The Utility Director, Power Director, the City Manager, the Law Director, and the Finance Director shall, upon the Board's request, supply assistance and information and assist the Board in administrative, legal, and financial aspects of the Board's recommendations and areas of responsibility.

(‘97 Code, § 33.37) (Ord. 23-81, passed 3-16-81; Am. Ord. 19-23, passed 12-12-23; Am. Ord. 11-25, passed 9-16-25)

RECORDS COMMISSION

§ 32.050 ESTABLISHMENT; MEMBERSHIP.

(A) (1) There is established a Records Commission.

(2) The Commission shall be composed of the City Manager or his or her appointed representative, as Chairperson, the Finance Director, the Law Director, and a citizen appointed by and serving at the pleasure of the City Manager. The Commission shall appoint a Secretary, who may or may not be a member of the Commission, and who shall serve at the pleasure of the Commission. The Commission may employ an Archivist to serve under its direction.

(3) The members of the Commission shall serve without compensation, except Commission members may be reimbursed for expenses incurred while carrying out their duties as Commission members.

(4) Vacancies, whether by resignation, removal, or otherwise, shall be filled in the usual manner for the remainder of the term. No citizen shall be eligible for appointment as the citizen representative herein who is an employee of the city.

(B) The citizen proposed for appointment shall be considered on their ability and educational level in the fields of administration and management; or any equivalent combination of experience and training which provides the required knowledge, skills, and abilities thereof.

(Ord. 4-00, passed 1-3-00; Am. Ord. 19-23, passed 12-12-23; Am. Ord. 11-25, passed 9-16-25)

§ 32.051 PROCEDURES; ORGANIZATION.

(A) The Commission shall meet at least once every six months, and upon call of the Chairperson.

(B) All meetings of the Commission shall be announced in advance and open to the public, with public meeting minutes being adopted formally.

(C) The City Manager or his or her representative shall serve as Chairperson.

(D) ~~A majority of the voting members appointed to the Board shall constitute a quorum to do business. The affirmative vote of a majority of the voting members appointed to the Board shall be necessary for official actions, including adopting any resolution or recommendation to the City Commission. However, in the absence of a quorum, a vote to adjourn may be adopted by a majority of the members present.~~ "A majority of the voting members appointed to the Board shall constitute a quorum to conduct business. Unless otherwise specified, the affirmative vote of a majority of the voting members present at any meeting with a quorum shall be necessary for official actions, including adopting any resolution or recommendation to the City Commission. However, in the absence of a quorum, a majority of the members present may vote to adjourn the meeting."

(E) The City Manager or his or her appointed representative shall cause the records of the Board to be prepared and preserved.

(Ord. 11-25, passed 9-16-25)

§ 32.052 DUTIES.

(A) The functions of the Commission shall be to provide rules for retention and disposal of records of the municipal corporation and to review applications for one-time records disposal and schedules of record retention and disposition submitted by municipal offices. Records may be disposed of by the Commission pursuant to the procedure outlined in this section. The Commission may at anytime review any schedule it has previously approved, and for good cause shown, may revise that schedule.

(B) When municipal records have been approved for disposal, a list of the records shall be sent to the Auditor of State. If he or she disapproves of the action by the Records Commission, in whole or in part, he or she shall so inform the Commission within a period of 60 days, and these records shall not be destroyed. Before public records are disposed of, the Ohio Historical Society shall be informed and given the opportunity for a period of 60 days to select for its custody any public records it considers to be of continuing historical value.

(Ord. 11-25, passed 9-16-25)

PUBLIC PARK BOARD

§ 32.060 ESTABLISHMENT; MEMBERSHIP.

(A) (1) There is established a Public Park Board.

(2) The Park Board shall be composed of up to 12 members, who shall be and shall remain residents of the city, and shall be appointed, or removed, at the pleasure of the City Commission.

(3) The members of the Board shall serve without compensation, except Board members may be reimbursed for expenses incurred while carrying out their duties as a Board member. Board members shall serve for five years, and shall be appointed in the first instance to serve one, two, three, four, and five years, respectively, and thereafter their successors shall be appointed to each serve for a term of five years.

(4) Vacancies, whether by resignation, removal, or otherwise shall be filled in the usual manner by the City Commission for the remainder of the term. No resident shall be eligible for appointment herein who is an employee of the city.

(B) The residents proposed for appointment shall be considered on their ability, education level, and interest in the city parks.

('97 Code, § 33.25) (Ord. 5-73, passed 3-19-73; Am. Ord. 58-75, passed 12-15-75; Am. Ord. 51-81, passed 8-17-81; Am. Ord. 19-23, passed 12-12-23; Am. Ord. 11-25, passed 9-16-25)

§ 32.061 PROCEDURES; ORGANIZATION.

(A) The Board shall meet upon there being business to discuss, but no less than once a quarter.

(B) All meetings of the Board shall be announced in advance and open to the public, with public meeting minutes being adopted formally.

(C) The members shall elect a Chairperson and a Vice-Chairperson annually. An election of officers of the Board shall be held at the first regular meeting of the year. No Board member shall serve as Chairperson for more than three consecutive years.

(D) ~~A majority of the voting members appointed to the Board shall constitute a quorum to do business. The affirmative vote of a majority of the voting members appointed to the Board shall be necessary for official actions, including adopting any resolution or recommendation to the City Commission. However, in the absence of a quorum, a vote to adjourn may be adopted by a majority of the members present.~~ "A majority of the voting members appointed to the Board shall constitute a quorum to conduct business. Unless otherwise specified, the affirmative vote of a majority of the voting members present at any meeting with a quorum shall be necessary for official actions, including adopting any resolution or recommendation to the City Commission. However, in the absence of a quorum, a majority of the members present may vote to adjourn the meeting."

(E) The Parks Department Director shall cause the records of the Board to be prepared and preserved.

('97 Code, § 33.26) (Ord. 5-73, passed 3-19-73; Am. Ord. 51-81, passed 8-17-81; Am. Ord. 2-13, passed 3-5-13; Am. Ord. 19-23, passed 12-12-23; Am. Ord. 11-25, passed 9-16-25)

§ 32.062 DUTIES.

(A) The duties of the Board shall consist generally of inspecting city public parks and playgrounds, and making recommendations and suggestions to the City Manager and Parks Director for the equipping, managing, controlling, or maintaining thereof. The Board may also recommend rules and regulations for the public use of parks, which rules and regulations must be adopted by the City Commission to take effect. They shall make effective the provisions of this subchapter.

(B) The duties of the Board shall include studying, investigating, planning, advising, reporting, and recommending to the City Manager and the various departments of the city any action, program, plan, or legislation which the Board determines to be necessary or advisable for the care, preservation, trimming, planting, replanting, removal, or disposition of trees or shrubs in the public ways, streets, alleys, and upon properties owned, leased, or in any manner controlled by the city.

('97 Code, § 33.27)

(C) On the first Monday in each year, the Board shall make a written report to the City Commission on its proceedings, and shall at the same time submit to the Commission its suggestions for the proper operation, maintenance, and use of the public parks and playgrounds.

('97 Code, § 33.28) (Ord. 5-73, passed 3-19-73; Am. Ord. 33-80, passed 5-19-80; Am. Ord. 19-23, passed 12-12-23; Am. Ord. 11-25, passed 9-16-25)

§ 32.075 [RESERVED]

§ 32.076 [RESERVED]

§ 32.077 [RESERVED]

BOARD OF ZONING APPEALS

§ 32.095 ESTABLISHMENT; MEMBERSHIP.

(A) There is established a Board of Zoning Appeals (BZA).

(1) The Board shall be composed of five members, who shall be and shall remain residents of the city, and shall be appointed, or removed, at the pleasure of the City Commission. The City Planner shall be a non-voting ex-officio member of the Board of Appeals. One member of the Planning Commission shall be a member of the BZA and will be appointed by the Chair of the Planning Commission annually.

(2) The members of the Board shall serve without compensation, except Board members may be reimbursed for expenses incurred while carrying out their duties as Board members. Board members shall serve for five-years.

(3) The City Commission shall appoint members of the BZA and may remove any member of the Board for cause upon written charges after a public hearing.

(4) Vacancies, whether by resignation, removal, or otherwise, shall be filled in the usual manner by the City Commission for the remainder of the term. No citizen shall be eligible for appointment herein who is an employee of the city.

(B) The citizens proposed for appointment shall be considered on their ability and educational level in the fields of architecture, engineering, city planning, or related disciplines; or any equivalent combination of experience and training which provides the required knowledge, skills, and abilities thereof.

(Ord. 4-24, passed 5-21-24; Am. Ord. 11-25, passed 9-16-25)

§ 32.096 DUTIES.

The Board shall have the duties and powers imposed by ordinance and this Code. The Board shall hear appeals from decisions and adjudications under the city's zoning regulations made by the Community Services Director, City Planner, Code Compliance Coordinator, and other persons or administrative bodies authorized to administer and enforce the city's zoning regulations.

(Ord. 4-24, passed 5-21-24; Am. Ord. 11-25, passed 9-16-25)

§ 32.097 PROCEDURES; ORGANIZATION.

(A) The BZA shall annually elect its own officers as well as adopt rules as necessary to allow for the efficient and effective management of meetings.

(B) Meetings shall be held at the call of the Chair and at any other times as the Board may determine.

(C) All meetings of the Board shall be announced in advance and open to the public, with public meeting minutes being adopted formally.

(D) The members shall elect a Chairperson and a Vice-Chairperson annually. An election of officers of the Board shall be held at the first regular meeting of the year. No Board member shall serve as Chairperson for more than three consecutive years.

(E) ~~A majority of the voting members appointed to the Board shall constitute a quorum to do business. The affirmative vote of a majority of the voting members appointed to the Board shall be necessary for official actions, including adopting any resolution or recommendation to the City Commission. However, in the absence of a quorum, a vote to adjourn may be adopted by a majority of the members present.~~ "A majority of the voting members appointed to the Board shall constitute a quorum to conduct business. Unless otherwise specified, the affirmative vote of a majority of the voting members present at any meeting with a quorum shall be necessary for official actions, including adopting any resolution or recommendation to the City Commission. However, in the absence of a quorum, a majority of the members present may vote to adjourn the meeting."

(F) The City Planner shall cause the records of the Board to be prepared and preserved.

(G) The Chair, or in his or her absence, the Vice-Chair may administer oaths and compel the attendance of witnesses.

(Ord. 4-24, passed 5-21-24; Am. Ord. 11-25, passed 9-16-25)

§ 32.098 JURISDICTION.

(A) Any person, property owner, tenant, or any governmental officer, department, board, or bureau may apply for exception or variance from the strict applications of terms of the City of Piqua Development Code (Title XV), or appeal a decision of the enforcing officer to the Board of Appeals as defined within this Code.

(B) Any appeal of a ruling of the enforcing officer shall stay all proceedings unless the enforcing officer certifies that, by reason of acts pertaining to the matter in question, a stay may jeopardize the health, safety or welfare of the community thereof. When the certification is made, proceedings shall not be stayed except by a restraining order granted by the court of common pleas.

(Ord. 4-24, passed 5-21-24; Am. Ord. 11-25, passed 9-16-25)

§ 32.099 POWERS.

The Board of Zoning Appeals shall have the powers and duties expressly identified in the Development Code (Title XV), specifically under Article 7.1.3.

(Ord. 4-24, passed 5-21-24)

CITY HISTORIC REVIEW COMMISSION

§ 32.110 ESTABLISHMENT; MEMBERSHIP.

(A) There is established a City Historic Review Commission (CHRC).

(1) The Commission shall be composed of six members who shall be and shall remain residents of the city; one of which shall be on the Board of the Piqua-Caldwell Historic District, as a full member, and one of which shall be a City Commission member, which will serve as an ex officio, non-voting member. The Board shall have the duties and powers imposed by ordinance and this Code.

(2) Members shall serve without compensation, except Board members may be reimbursed for expenses incurred while carrying out their duties as Board members. Board members shall be appointed for a term of five years, except that of the members first appointed, one shall be for a term of one year, one for two years, one shall be for three years, one for four years, and one for five years.

(3) Vacancies, whether by resignation, removal, or otherwise, shall be filled in the usual manner by the City Commission for the remainder of the term. No citizen shall be eligible for appointment herein who is an employee of the city.

(B) The citizens proposed for appointment shall be considered on their ability and educational level in the fields of architecture, architectural history, history, archaeology, planning, or related disciplines; or any equivalent combination of experience and training which provides the required knowledge, skills, and abilities thereof.

(C) The City Commission shall appoint members of the CHRC and may remove any member of the Commission for cause upon written charges after a public hearing.

(D) Vacancies on the CHRC shall be filled within 60 days by the City Commission unless extenuating circumstances require a longer period.

(Ord. 4-24, passed 5-21-24; Am. Ord. 11-25, passed 9-16-25)

§ 32.111 PROCEDURES; ORGANIZATION.

(A) Meetings shall be held at the call of the Chair and at any other times as the Commission may determine, but at least quarterly (four times per year).

(B) All meetings of the Commission shall be announced in advance and open to the public, with public meeting minutes being adopted formally.

(C) The members shall elect a Chairperson and a Vice-Chairperson annually. An election of officers of the Board shall be held at the first regular meeting of the year. No Board member shall serve as Chairperson for more than three consecutive years.

(D) ~~A majority of the voting members appointed to the Commission shall constitute a quorum to do business. The affirmative vote of a majority of the voting members appointed to the Commission shall be necessary for official actions, including adopting any resolution or recommendation to the City Commission. However, in the absence of a quorum, a vote to adjourn may be adopted by a majority of the members present.~~ "A majority of the voting members appointed to the Board shall constitute a quorum to conduct business. Unless otherwise specified, the affirmative vote of a majority of the voting members present at any meeting with a quorum shall be necessary for official actions, including adopting any resolution or recommendation to the City Commission. However, in the absence of a quorum, a majority of the members present may vote to adjourn the meeting."

(E) The Community Services Department Representative shall cause the records of the Board to be prepared and preserved.

(F) Staff in the Community Services Department shall produce an annual report in conjunction with the CHRC that is published annually and available for public inspection.

(Ord. 4-24, passed 5-21-24; Am. Ord. 11-25, passed 9-16-25)

§ 32.112 POWERS.

The CHRC shall have the powers and duties expressly identified in Chapter 99 Piqua Historic Preservation Ordinance, specifically § 99.05(B).

(Ord. 4-24, passed 5-21-24)

City of PIQUA

COMMISSION AGENDA STAFF REPORT

MEETING DATE	June 16, 2026
REPORT TITLE	**Resolution No. R-72-26** A resolution authorizing the Interim City Manager to enter into an agreement with Thai 9 Store 2, LLC dba Thai 9 Piqua.
SUBMITTED BY	Chris Schmiesing, Director Community Services
AGENDA CLASSIFICATION	Resolution
BACKGROUND	The Fort Piqua Plaza currently consists of four main tenant spaces, three of which are leased or utilized. This space, home of the former Scottish Thistle, is located on the corner of the building with prime visibility and access. The Scottish Thistle vacated the space in April 2024, and it has been empty since that time. Since the library is the largest tenant in the building, and their lease is coming up in November 2027, the city has been working with them to determine the future sizing needs for the building, and how the city can help facilitate their future needs, while bringing the lease structure and rates into current market standards. City leadership did not feel that filling the vacant space would be beneficial to the success of the building until more information was known about the future of the library in the building and a financial model could be created to help support the growing expenses of the building. Throughout the last two years, city staff have brought many potential future tenants through the space and have discussed the goals of the building and the challenges facing the city in leasing out the space at market rates. Staff is excited to bring forward this proposed lease agreement with Thai 9 Piqua, to have them bring their regionally known brand to the City of Piqua. Thai 9, based in the Oregon District in Dayton, is a well-known and successful establishment that serves Thai cuisine and sushi. After extensive discussions with their ownership, staff strongly believes that this agreement allows Thai 9 to be successful and grow in Piqua, but supports the overall goal of bringing the lease rates in Fort Piqua Plaza up to the current market rates.

<table>
<tr><td></td><td>The agreement is initially for five (5) years, and allows the City and Thai 9 to continue for future 5-year terms. Additionally, the agreement allows for Thai 9 to cater the Banquet Center, but still allows for weddings to utilize any caterer that they wish to utilize. Thai 9 has noted that they will hire an Executive Chef for the location which will allow them to serve all types of events and weddings in the banquet center with multiple types of food choices that may not be available in their restaurant.

Thai 9 Piqua intends to invest into the interior of the facility with construction scheduled to be completed by the end of Summer, and a proposed opening date scheduled in the Fall.</td></tr>
<tr><td>BUDGET/FINANCIAL IMPACT
(Project costs and funding sources)</td><td><table>
<tr><td>Budgeted $:</td><td>N/A</td></tr>
<tr><td>Expenditure $:</td><td>N/A</td></tr>
<tr><td>Source of Funds:</td><td>N/A</td></tr>
<tr><td>Narrative:</td><td>N/A</td></tr>
</table></td></tr>
<tr><td>ATTACHMENTS</td><td>1. Thai9_Piqua_Lease_City 6-5-2026 Final (002)</td></tr>
</table>

<u>Resolution No. R-72-26</u>

A resolution authorizing the Interim City Manager to enter into an agreement with Thai 9 Store 2, LLC dba Thai 9 Piqua.

WHEREAS, the City of Piqua owns the real estate commonly known as the Fort Piqua Plaza located in the 100 block of W. High Street in the City of Piqua, Miami County, Ohio, and

WHEREAS, Thai 9 Store 2, LLC, has expressed an interest in leasing the portion of the building consisting of approximately 3,578 square feet known as 110 W. High Street and being shown in the lease agreement included herewith as Exhibit “A”; and

WHEREAS, the City of Piqua facilitated the redevelopment of Fort Piqua Plaza and the creation of the subject tenant space to advance, encourage and promote the economic and commercial development interest of the city; and

WHEREAS, in the sound judgement of the Interim City Manager, executing the lease with Thai 9 Store 2, LLC dba Thai 9 Piqua, to support the operation of the proposed business will be in the best interest of the City; and,

WHEREAS, City of Piqua Code of Ordinances section 34.36 requires this Commission to pass a resolution authorizing the lease of the subject location;

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

SEC. 1: The City Manager is hereby authorized to lease the portion of the Fort Piqua Plaza building consisting of approximately 3,578 square feet known as 110 W. High Street as stated in the lease agreement included herewith as Exhibit “A”.

SEC. 2: For the reasons indicated herein, and as permitted by Piqua Municipal Code §34.36(C), the lease of the property does not need to be advertised for bids.

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	____________

LEASE AGREEMENT FOR 110 W. HIGH STREET BETWEEN THE CITY OF PIQUA AND THAI 9 OF PIQUA, LLC

THIS LEASE is made between the City of Piqua, whose mailing address is 201 W. Water Street, Piqua, OH 45356 ("Lessor"), and Thai 9 Store 2, LLC, dba Thai 9 Piqua, whose tax mailing address is 21 Huffman Avenue, Dayton, OH 45403 ("Lessee").

<u>TERMS</u>

Section 1: Description of Property to be Leased

A. Lessor leases to Lessee, and Lessee leases from Lessor, on the terms and conditions set forth in this Lease, that a portion of the building known as "Fort Piqua Plaza" and located in the 100 block of W. High Street in the City of Piqua, Miami County, Ohio (the "Building") consisting of approximately 3,578 square feet known as 110 W. High Street and being shown outlined on Exhibit A attached to this Lease (the "Premises"), including exclusive use of the outdoor patio space located immediately adjacent to the Premises.
B. The Building is part of the real property owned by Lessor which is described in Exhibit B attached to this Lease (the "Property"). Lessor is the owner of the premises.
C. Lessor grants to Lessee, during the term of this Lease, the right to use, in common with other Lessees and occupants of the Building all easements and rights appurtenant to the Property.
D. Lessor agrees to grant Lessee a Right of First Refusal (ROFR) for the utilization of additional spaces within the Fort Piqua Plaza, if they became available. This ROFR includes any space adjacent to the Premises within the Building and any basement space within the Building. Lessee shall be permitted fifteen (15)

business days to elect to lease such space on the same material terms offered to any third party.

Section 2: Occupancy of Premises

This Agreement provides a Lease to Lessee so they may take occupancy of the Premises and commence with Lessee's Work upon the execution date of this Agreement.

Section 3: Term of Lease

A. The Term of this lease shall be for five (5) years, unless terminated as herein provided.
B. The right to occupy the Premises shall commence on upon the execution date of this Agreement.
C. This Lease is renewable at the conclusion of the initial five-year term for one additional five (5) year term exercisable by written notice no later than one hundred eighty (180) days prior to expiration of the initial term.

Section 4: Base Rent

A. Year 1 – Pre-Opening – Lessor agrees to allow lessee to have up to six (6) months of free Base Rent from the execution of this agreement to allow for buildout, permitting, staffing and pre-opening preparations.
B. Year 1 – Post-Opening - Lessee agrees to commencing paying to Lessor on the first month after opening the Premises to retail patrons, or in month seven (7) from the execution of this agreement, whichever comes first, without any prior demand therefore a fixed minimum base rent of $3,578 per month ($43,000 per year / approximately $12 per square foot).
C. Year 2 – Year 5 – Lessee agrees to pay to Lessor without any prior demand therefore a fixed base rent of $4,167 ($50,000 per year / approximately $14 per square foot).

D. Year 6+ - If the lease is renewed for a second five-year term, the Lessor has a right to review the Base Rent and may increase the rent by up to but not more than 20% of the base rent amount paid in the final year of the prior lease period.

E. The monthly due date for lease and utility payments shall be as agreed upon by the Lessor and Lessee. All lease and utility payments owed by the Lessee under the terms of this agreement shall be made payable to the City of Piqua and delivered to the City of Piqua, attention Finance Director, 201 W. Water Street, Piqua, OH 45356. A late fee of 3% shall be assessed for each lease and utility payment received after the due date.

F. The Lessor hereby notifies Lessee that the continued operation of this Agreement is based on the rent and utilities being kept current and any past due amounts being paid in full upon receipt of any notice of default. Failure to keep any amount owed current may result in termination of the Lease Agreement or pursuance of any other legal remedy available.

G. A security deposit of $7,000 shall be made by the Lessee to Lessor upon execution of this agreement and then Lessor will retain the deposit amount during the term of the lease. If at any time during the term of the lease the Lessee is more than 30 days late on any lease, utility or other payment due to the Lessor, the Lessor may use the balance of deposit funds available to pay the Lessor the outstanding amount owed by the Lessee.

Section 5: Utilities and Services

A. Lessee shall be responsible upon the receipt of billing for the payment of all charges against the Premises for water, sanitary sewer, natural gas, heat for the appliances and fixtures, electricity and any other utility services furnished to or consumed on the Premises.

B. Water, sewer, gas for the restaurant kitchen, and electric for the water heater areall separately metered for the Premises.

C. Lessee shall contract on its own with a cable, telephone and internet provider.

D. The cost of janitorial service, telephone service, cable and internet is the sole responsibility of Lessee.

E. Lessee will pay a prorated amount for storm water and space heat (gas) based upon square footage and sanitation as determined by the City of Piqua.

F. Lessor shall have the right, without being liable to Lessee and without abatement or reduction of rent, to suspend, delay or stop any of the utilities or services provided by Lessor whenever necessary due to emergency, inspection, cleaning, repairs, replacements, alterations, improvements and renewals that are necessary in Lessor's judgment, and whenever necessary due to causes beyond Lessor's control. If the interruption in utilities or services is caused by Lessor's fault or neglect, this Lease shall not terminate and Lessor shall not be responsible for damages to Lessee, but the rent shall abate until the utilities or services interrupted due to Lessor's fault or neglect are restored; provided, however, that if any utility interruption caused by Lessor's fault or neglect continues for more than forty-eight (48) consecutive hours, rent shall abate in proportion to the unusable area of the Premises for the entire period of such interruption commencing from the date such interruption began. In any such event, Lessor shall use reasonable diligence to complete repairs promptly so as to minimize any resulting interruptions in utilities or services, and shall provide Lessee with advance written notice of any planned interruption except in cases of emergency.

Section 6: Maintenance

A. Janitorial Maintenance. Lessee shall have use of the entrance, lobby and restroom facilities located in the common area of the first floor entering off of the Main Street side of the Building. Lessee shall be responsible for the cleaning of the entrance, lobby and restroom facilities as reflected within

Exhibit A. Lessee shall be responsible for the maintenance and cleaning of the Premises.

B. Maintenance of Fixtures and Property.

1. Lessor's Repairs:

    a) Lessor, at its expense, shall perform all repairs and maintenance and make all replacements as are necessary to keep in good order, condition and repair (i) the roof and all structural elements and portions of the Premises and Building, including structural walls, floors and foundations, (ii) all exterior elements and portions of the Building, (iii) any other exterior improvements located on the Property and (iv) any common utility lines, pipes, conduits, equipment and systems that serve Lessee's space and are also used to serve other parts of the Building; subject, however, to ordinary wear and tear.

    b) In addition, Lessor will provide snow removal to the Property at its convenience. Notwithstanding the foregoing, Lessee shall not be obligated to reimburse its Proportionate Share of any of the following: (i) costs reimbursed by insurance; (ii) interest and amortization of debt service; (iii) non-cash items such as deductions for depreciation or obsolescence; (iv) costs associated with leasing the Building and relations with other Lessees; (v) costs incurred in completing, finishing, renovation or otherwise improving space for other Lessees; or (vi) expenses constituting capital improvement or capital replacements under generally accepted accounting principles.

2. Lessee's Repairs:

    a) Lessee shall, at its expense, perform all repairs and maintenance and make all replacements as are necessary to keep in good order, condition and repair, all portions of the interior of the Premises, including, but not limited to, interior walls, floor coverings, carpeting, finished ceilings, light fixtures, doors and entranceways, and glass and windows. For the avoidance of doubt, Lessee shall not be responsible for the repair, maintenance, or replacement of any plumbing, sewer, electrical, heating, or air conditioning facilities, equipment, or systems, whether serving only Lessee's space or otherwise, which shall remain the sole responsibility of Lessor.

b) Lessee further agrees that it will not cause or permit any damage to the Premises, nor allow the accumulation of waste, boxes, barrels, packages, wastepaper or other trash or any other condition to be considered a nuisance.

c) In addition, Lessee at its expense shall repair, replace or restore all damage to the Premises or the Building caused by the negligent acts or omissions of Lessee or its agents, contractors, employees or invitees, or by a breach by Lessee of its obligations under this Lease.

3. Fire code regulations require a semi-annual cleaning of the hood in the kitchen. The cost of cleaning shall be at the expense of the Lessee as part of the operation of the business. The hood shall be cleaned in accordance with fire code regulations and shall be cleaned at the expiration of this lease agreement.

4. Equipment Condition Warranty and Repair Protocol: Lessor represents and warrants that all existing kitchen equipment, walk-in cooler and freezer units, bar fixtures, HVAC systems, plumbing, and electrical systems within the Premises are in good working order and in compliance with all applicable codes and regulations as of the Commencement Date. Lessor shall be solely responsible for any pre-existing deficiencies or code violations. For ongoing repairs to Lessor-owned fixtures and kitchen appliances: (a) Prior Approval: Prior to non-

emergency maintenance on any fixture or kitchen appliance owned by Lessor, Lessee shall notify Lessor and the parties shall agree on whether to repair or replace and on the contractor, with each party paying fifty percent (50%) of agreed repair or replacement costs. (b) Emergency Repairs: Notwithstanding the foregoing, if a Lessor-owned appliance or fixture fails in a manner that materially interrupts Lessee's restaurant operations and Lessor cannot be reached or does not respond within four (4) hours of notice, Lessee may proceed with emergency repairs using a qualified contractor without prior Lessor approval. In such event, Lessee shall be responsible for one hundred percent (100%) of the emergency repair cost and shall provide Lessor with written documentation of the repair within three (3) business days. All appliances replaced with Lessor participation remain the property of Lessor. Upon termination, any appliance replaced solely by Lessee pursuant to the emergency repair provision shall remain the property of Lessee.

C. Damage and Destruction

1. If during the term of this Lease the Premises are so damaged by fire or other casualty as to be rendered untenantable in whole or in substantial part, then either Lessor or Lessee may terminate this Lease effective the date of such casualty.
2. In addition, if the Building is destroyed in whole or in substantial part by casualty (regardless of the extent of the damage to the Premises), or if the insurance proceeds are insufficient to repair the damage to the Building or Lessor's mortgagee elects to apply any of the proceeds to the mortgage debt, Lessor may terminate this Lease effective the date of such casualty.
3. These elections by Lessor or Lessee shall be made within 30 days after the occurrence of the casualty or shall be deemed waived.

4. If this Lease is not so terminated, either because the damage does not render the Premises untenantable, either in whole or in substantial part or because neither Lessor nor Lessee elects to terminate this Lease pursuant to the preceding provisions, then Lessor shall, with all due diligence, repair and restore the Premises to substantially their original condition (notwithstanding Lessee's Work and any alterations or improvements made by Lessee) within a reasonable period of time after the occurrence of the casualty, dependent on the severity, or within such longer period as may be permitted due to any "Excusable Delay" as defined below. The rent shall be abated in proportion to the unleasable space until the Premises are restored.
5. Lessee shall promptly restore Lessee's Work and any other alterations or improvements made by Lessee to substantially restore their condition preceding the casualty, and the rent abatement shall continue until Lessee's completion of such restoration. If the Premises are not so restored by Lessor within 180 days after the occurrence of such casualty, or within any extended period due to Excusable Delays, Lessee may terminate this Lease by giving Lessor written notice. If this Lease is terminated by Lessee or Lessor
pursuant to this Section, Lessor shall refund any rent prepaid beyond the effective date of termination.
6. The term "Excusable Delay" shall mean any one or more of the following: labor disputes, fire or other casualty, unusual delay in transportation, adverse weather conditions, unavailability of labor, materials and equipment, and any other causes beyond Lessor's reasonable control.

D. <u>Condition of Premises</u>

1. Lessee shall throughout the lease term maintain the building and other improvements constituting the Premises and keep them free from

waste or nuisance, and shall deliver up the Premises in a clean and sanitary condition at the termination of this lease in good repair and condition, reasonable wear and tear and damage by fire, tornado, or other casualty excepted.

2. In the event Lessee should neglect to reasonably maintain the leased premises, Lessor shall have the right, but not the obligation after written notice has been provided to the Lessee, to cause repairs or corrections to be made, and any reasonable costs therefore shall be payable by Lessee to Lessor as additional payment due on the next lease payment installment date.

E. Alterations, Additions, and Improvements

1. Lessee shall not create any openings in the roof or exterior walls, nor make any alterations, additions or improvements to the leased premises without the prior written consent of Lessor.
2. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.
3. Lessee shall have the right at all times to erect or install shelves, bins, and trade fixtures, provided that Lessee complies with all applicable laws, ordinances, and governmental regulations.
4. Lessee shall have the right to remove at the termination of this lease such items so installed, provided Lessee is not in default; however, Lessee shall, prior to the termination of this lease, repair any damage caused by such removal.
5. All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this lease; however, the Lessee shall promptly remove, if Lessor so elects, all alterations,

   additions, and improvements, and any other property placed in the premises by Lessee, and Lessee shall repair any damage caused by such removal.

6. Lessee shall not permit mechanics' liens to attach to the Premises or the Property by reason of Lessee's work, improvements or alterations. Before commencing Lessee's Work, Lessee shall (a) obtain Lessor's approval of its plans and specifications; (b) furnish evidence that Lessee has obtained all building, zoning and other governmental permits and approvals necessary for Lessee's Work; and (c) provide certificates to Lessor, naming Lessee as additional insured, and evidencing that Lessee has obtained builder's risk insurance for Lessee's Work, workers' compensation insurance as required by law for all contractors and other persons engaged in Lessee's work, and such other insurance coverages as are required by this Lease, all in form and substance satisfactory to Lessor.

Section 7: Use of Premises

A. Lessee will use and occupy the Premises for full-service restaurant purposes, including sushi bar operations, full bar service and the sale of alcoholic beverages pursuant to the liquor permit, pickup and delivery operations, ancillary food and beverage uses, and the use of the kitchen for the production of food for catering services to be offered at the Fort Piqua Plaza Banquet Center and other locations, and for no other purposes without Lessor's prior written consent.

B. The restaurant shall maintain minimum hours of operation including Wednesday through Saturday from 11AM to 10PM daily.

C. Additional hours will be at the discretion of the Lessee. Lessee shall provide prior written notice to Lessor before any change in the hours of operations that would reduce hours below the minimums set forth in Section 7B.

D. Lessee shall receive prior written approval from Lessor before any change is made that would substantially alter the theme or the decor of the restaurant to ensure that the theme or decor continues to complement the historical significance of and the intended use of the Building.

E. In connection with its use and occupancy of the Premises, Lessee shall not:

1. Install, use, operate or maintain any machinery or equipment or permit any other activity or conduct within the Premises which (i) produces any discernible vibration or a noise level, which would violate the Piqua Codified Ordinances, as Lessee recognizes that the primary tenant of the Building is a library, or (ii) overload the floors or any other structural portions of the Premises or the Building; or
2. Use any part of the roof of the Building for any purpose; or
3. Treat, manufacture, use, store or dispose of hazardous substances, hazardous wastes, petroleum products or other substances regulated under applicable environmental laws, except that Lessee may use, store and dispose of any of the foregoing materials to the extent that (i) the materials and quantities to be used and stored on the Premises and Lessee's procedures for using, storing and disposing of the same are first approved by Lessor, (ii) Lessee's use of these materials is merely incidental to Lessee's primary use and (iii) the use and storage of the materials on the Premises is not prohibited by applicable laws or regulations; or
4. Permit the Premises to be used for any purpose that would render void or cause cancellation of any insurance maintained on the Building by Lessor, or cause an increase in the premiums for such insurance; or
5. Use any other portion of the Building that is not permitted or authorized herein without prior written approval from the Lessor and the tenant, if any, of the other space to be used within the Building; or

6. Expand the use and dimensions of the patio without prior written approval from the City of Piqua.

F. Banquet Center — Preferred Vendor, Private Party Use, and Catering Terms: In connection with its use and occupancy of the Premises, Lessee shall have the following rights with respect to the Fort Piqua Plaza Banquet Center located on the 4th floor of the Building (the 'Banquet Center'):

1. Preferred and Marketed Caterer — City and Third-Party Booked Events: Lessor hereby designates Lessee as the preferred and marketed catering vendor for all events held in the Banquet Center, whether booked by the City of Piqua or by any third-party booking agent or event organizer (each, a 'Banquet Event'). Lessor and all authorized third-party booking agents shall actively recommend Lessee as the preferred caterer to all prospective Banquet Event clients, including without limitation clients booking wedding receptions, corporate luncheons, private dinners, and other special events. Lessor shall feature Lessee prominently as the preferred catering option in all Banquet Center marketing materials, brochures, websites, event inquiry packets, and booking communications throughout the Lease Term. Notwithstanding the foregoing, if a Banquet Event client expressly elects to use a different catering vendor after being presented with Lessee as the preferred option, Lessor shall be permitted to accommodate such client's preference. In no event shall Lessor recommend or suggest alternative caterers to a Banquet Event client before first recommending Lessee. Lessee's catering services for Banquet Events shall include Lessee's full Thai 9 restaurant menu as well as customizable catering menus developed and tailored by Lessee for specific event types, dietary requirements, and client preferences. For Banquet Events where Lessee is selected as the caterer, Lessee shall quote a fixed per-person or flat catering fee directly to Lessor or the

applicable booking agent (the 'Lessee Catering Price'). Lessor or the booking agent shall have the right to mark up the Lessee Catering Price when presenting pricing to the end client, and shall retain such markup as its revenue. Lessee shall have no Utilization Fee obligation with respect to Banquet Events booked by the City or third-party agents, as Lessor's compensation for such events shall be derived solely from the markup on the Lessee Catering Price.

2. Private Party Use by Lessee: Lessee shall have the right to book the Banquet Center for private parties and events initiated and contracted directly by Lessee with end clients (each, a 'Lessee Private Event'), subject to the following terms: (i) Space Availability: Lessee's use of the Banquet Center for Lessee Private Events is subject to availability on a first-come, first-served basis. All City-booked events and third-party bookings shall have priority over Lessee Private Event bookings at all times. Lessee acknowledges that the Banquet Center calendar is managed by Lessor and that no guaranteed minimum availability is provided to Lessee under this section. (ii) Facility Fee: For each confirmed Lessee Private Event, Lessee shall pay a facility rental fee equal to twenty-five percent (25%) of Lessor's then-current standard published rental rate for the Banquet Center for the applicable date and duration as set forth in the Pricing Schedule (defined in Section 7F.3 below). (iii) Utilization Fee: In addition to the facility rental fee, Lessee shall pay to Lessor a Utilization Fee equal to ten percent (10%) of all food and beverage revenue generated by Lessee from each Lessee Private Event. Lessee shall provide Lessor with documentation of food and beverage revenue for each Lessee Private Event within fifteen (15) days of the event date, along with payment of the applicable Utilization Fee. (iv) Booking Process: Lessee shall submit booking requests to Lessor's designated Banquet Center coordinator in writing.

Lessor shall confirm availability within three (3) business days of Lessee's request. A booking is confirmed only upon Lessor's written confirmation.

3. Annual Pricing Schedule: Within thirty (30) days of the execution of this Lease, Lessor shall provide Lessee with a written Catering and Facility Pricing Schedule (the 'Pricing Schedule') setting forth: (i) Lessor's then-current standard published Banquet Center rental rates, which shall serve as the basis for calculating Lessee's twenty-five percent (25%) discounted facility fee for Lessee Private Events; and (ii) any standard event package or service tier information relevant to Lessee's catering services. The Pricing Schedule shall remain in effect for a period of twelve (12) months. At least thirty (30) days prior to each anniversary of the Pricing Schedule, Lessor shall provide Lessee with an updated Pricing Schedule for the following twelve-month period. Lessee shall have fifteen (15) days from receipt to provide written objection to any rate changes. Any increase in Lessor's standard Banquet Center rental rates shall not exceed five percent (5%) per annum. If no objection is received within fifteen (15) days, the updated Pricing Schedule shall be deemed accepted. If the parties cannot resolve a timely objection, the then-current Pricing Schedule shall remain in effect until resolved. Lessee shall separately maintain and provide to Lessor Lessee's own catering menu pricing, which Lessee may update at Lessee's discretion with thirty (30) days written notice to Lessor.
4. Reporting, Records, and Audit: Lessee shall maintain accurate records of all Lessee Private Events and associated food and beverage revenue for a minimum of three (3) years. Lessor shall have the right, upon thirty (30) days prior written notice and no more than once per calendar year, to audit Lessee's records relating to Banquet Center usage, Lessee Private Event revenue, and Utilization Fee calculations at

Lessee's place of business. In the event of any dispute regarding Utilization Fee amounts, the parties shall cooperate in good faith to reconcile within thirty (30) days of written notice of the dispute. Undisputed amounts shall be paid when due regardless of any ongoing dispute.

G. Exclusivity: During the Term of this Lease and any renewal thereof, Lessor shall not lease, license, or otherwise permit the use of any space within the Fort Piqua Plaza to any restaurant, food service operator, or food concept that primarily serves Asian cuisine, including without limitation Thai cuisine, sushi, Japanese, Chinese, Vietnamese, Korean, or Pan-Asian concepts, whether with or without sushi service, without the prior written consent of Lessee. This exclusivity provision shall not apply to (i) any tenant existing in the Building as of the Lease execution date, or (ii) any incidental food service ancillary to a non-restaurant primary use. This Section 7G shall be a material term of this Lease, the breach of which shall entitle Lessee to seek injunctive relief and/or rent abatement as remedies.

Section 8: Liquor Permit

A. No liquor shall be served at the restaurant until a liquor permit is secured through the State of Ohio Department of Commerce Division of Liquor Control.
B. The liquor permit shall be in the name of the restaurant and shall be secured at its own costs at the earliest date possible.
C. Any required insurance for the serving of beer and liquor is the obligation of the Lessee.
D. The liquor permit shall be for the restaurant and the patio.
E. Upon termination of the Lease due to Lessee's uncured default under Section 13, Lessee shall transfer the liquor permit to the City or their designee at no cost, other than those fees ordinarily collected by the State of Ohio

Department of Commerce Division of Liquor Control to process the transfer. Upon the expiration of the Lease Term or any renewal term, or upon any termination of the Lease for reasons other than Lessee's default, the liquor permit shall remain the property of Lessee, who shall have the right to transfer or utilize such permit at Lessee's sole discretion.

Section 9: Signage

A. Lessee shall have the right to erect one sign on the south side of the exterior of the Building parallel to W. High St. and one sign on the east side of the exterior of the Building parallel to N. Main St., such signs being on the exterior of the portion of the Premises being leased.
B. All signs must comply with the City of Piqua Sign Code and any other applicable laws.
C. Lessee shall be responsible for the maintenance of the signage.
D. The design of the signs shall be approved by the Lessor.
E. Lessee shall remove all signs at the termination of this lease, and shall repair any damage and close any holes caused by such removal.

Section 10: Compliance with Laws

A. Lessee, at its sole expense, shall comply with all present and future laws and regulations applicable to its use and occupancy of the Premises, and shall make any repairs, modifications and additions to the Premises that may be required by any of those laws or regulations.
B. Notwithstanding the above, Lessee shall not be obligated to make, and Lessor shall be solely responsible for, any structural repairs, modifications or additions to the Premises that (a) are not necessitated by negligent or wrongful actions of Lessee or others for whom Lessee is responsible and (b) Lessor would be required to make as the owner of the Building regardless of the specific nature of Lessee's use.

C. Lessor is responsible for any structural alterations of the ingress and egress to the Premises or the Building required for compliance with the Americans with Disabilities Act. Lessee is responsible for the compliance with the Americans with Disabilities Act in regard to the interior of the Premises and all elements of Lessee's Work.

Section 11: Insurance

A. <u>Public Liability Insurance</u>

1. Lessee shall procure and maintain commercial general liability insurance for the Premises with policy limits of not less than a single limit of $1 million for personal injury or death and property damage per occurrence and $3 million in the aggregate.
2. Lessor and any mortgagee shall be named as additional insureds under this policy with a certificate of insurance stating that Lessee's coverage is primary and non-contributing.
3. The policy shall contain an agreement by the insured that it will not cancel the policy except after thirty days prior written notice to Lessor and Lessee and that any loss otherwise payable shall be payable notwithstanding any act or negligence of Lessor or Lessee that might, absent such agreement, result in a forfeiture of all or a part of the insurance payment.
4. In addition to the commercial general liability insurance, there shall be Liquor liability insurance in an amount not less than $1,000,000 per occurrence to cover claims arising out of the serving, consumption, and/or sale of Liquor in, about, or from the Premises or the Building. Such policy(ies) shall be endorsed to cover Lessor, Lessor's officials, employees, agents and volunteers as Additional Insureds.

B. <u>Fire and Casualty Insurance</u>

1. Lessor shall keep the Building and all other improvements located on the Property insured against loss by fire and all of the risks and perils insured against in a "special form" commercial property insurance policy.
2. During the term of this Lease, Lessee shall procure this insurance with respect to Lessee's Work and all other alterations and improvements installed in the Premises by Lessee, in the amount of their full replacement cost.
3. Lessor may also obtain such additional coverages as it deems appropriate for the Building, including, but not limited to, boiler and machinery and rent loss insurance or endorsements.
4. This insurance shall be written by a company of recognized financial standing that is authorized to do insurance in the State of Ohio.
5. The costs incurred by Lessor pursuant to this are referred to as "Insurance Costs." Lessee shall reimburse Lessor for its proportionate share of and any increases in the Insurance Costs.

C. <u>Certificates</u>

1. Prior to Lessee occupying the Premises, Lessee shall deliver to Lessor a certificate of the insurance required to be maintained under this section.
2. Lessee shall also deliver to Lessor at least 10 days prior to the expiration date of such policy or of any renewal policy, certificates for the renewal of this insurance.
3. Lessor shall deliver to Lessee a certificate of insurance of any coverage upon receipt.

Section 12: Indemnification and Hold Harmless

A. Lessee shall indemnify and hold Lessor harmless against any and all claims, liabilities, damages or losses, and any attorney's fees and other incidental expenses, resulting from injury or death of any person or damage to property occurring on or about the Premises or arising in conjunction with the use and occupancy of the Premises by Lessee or others claiming under Lessee, unless the death, injury or damage was sustained as a result of any tortuous or negligent act of Lessor or of its employees, agents or contractors, or by reason of the breach of any of Lessor's obligations under this Lease.

B. In addition, Lessee shall indemnify and hold Lessor harmless against any claims, liabilities, damages, losses or expenses resulting from the release of hazardous substances, hazardous wastes or petroleum products on or from the Premises or other violations of applicable environmental laws occurring during the term of this Lease. The indemnities contained in this Section shall survive the expiration or termination of this Lease.

C. In case of any action or proceeding brought against Lessor by reason 'of any such claim, Lessee, upon notice from Lessor, covenants to defend such action or proceeding. Lessee shall notify Lessor of any counsel retained for representation and of any change in counsel.

Section 13: Default

A. Lessee's Default

Lessee shall be in default of this Lease if (a) Lessee fails to pay the rent or utilities; (b) Lessee fails to perform any other duty or obligation imposed by this Lease and the default continues for a period of 30 days after written notice is given to Lessee by Lessor, or for an unreasonable period of time if 30 days is not sufficient time to repair, remedy or correct such default; (c) Lessee is declared insolvent or adjudged bankrupt, or makes a general assignment for the benefit of its creditors; (d) a receiver of any property of Lessee in or upon the Premises is appointed in any action, suit or proceeding by or against Lessee; (e) any action or proceeding under the National Bankruptcy Act is filed by or against Lessee, and such appointment, suit, action or proceeding is not dismissed within sixty days; or (f) the interest of Lessee in the Premises is sold under execution or other legal process.

B. Remedies

1. In the event of Lessee's default, Lessor shall provide written notice of the default and the said reason(s) for default.
2. Lessee shall have thirty (30) days after the date of written notice to cure such default. In the event of Lessee's default and after the 30 day cure period has expired, Lessor shall have the right to enter upon the Premises and repossess and enjoy the same as if this Lease had not been made, and, upon demand by Lessor, Lessee shall surrender complete and peaceable possession of the Premises.
3. This Lease shall then terminate at Lessor's option.
4. Whether or not Lessor elects to terminate this Lease, Lessor may immediately recover from Lessee, and Lessee shall be liable to Lessor for, all lease, utility and other payments due and unpaid up to the time of such reentry.
5. If Lessor elects to terminate this Lease, Lessor shall be entitled to the damages caused by Lessee's default, which shall include (a) the costs of relettIng the Premises, (b) the difference between the total amount of rent and other charges that Lessee agreed to pay for the balance of the term of this Lease and the current rental rate of the Premises over the same period, and (c) all additional sums to which Lessor may be entitled under applicable law and the terms of this Lease.
6. Lessee's obligation to pay rent shall survive any termination of this Lease due to Lessee's default.
7. If Lessor does not elect to terminate this Lease, Lessor may, without waiving or postponing any other rights given it by law or provided for in

this Lease, relet the Premises on such terms as it deems best, and apply the proceeds, less all expenses of reletting, to payment of past due rent and the rent due for the balance of the term and hold Lessee liable for the difference.

8. In no event shall Lessee be entitled to any excess rents received by Lessor upon reletting the Premises.
9. The expenses of reletting shall include reasonable attorneys' fees actually paid in recovering and reletting the Premises; the cost of all repairs, additions and improvements necessary to prepare the Premises for reletting; and all brokerage commissions and fees paid with respect to any reletting.
10. These remedies shall not be deemed exclusive, and Lessor shall have all other rights and remedies provided in law or equity.
11. If there is any dispute by Lessee as to its default, the parties may participate in non-binding mediation and the parties shall each pay 50% of the mediator's expenses.

C. Right to Cure

1. Without limiting any other remedy available to Lessor by reason of Lessee's default, in the event Lessee defaults in the performance of any of its obligations, Lessor may, at its option, but without any obligation to do so, do all things as it deems necessary and appropriate to cure the default, perform for Lessee any obligation which Lessee is obligated to perform but has not performed and expend such sums as may be required.
2. All costs and expenses incurred by Lessor shall be due and payable to Lessor immediately upon demand, together with interest at the rate of eight percent (8%) per annum, or if less, the highest legal rate, from the date that the costs and expenses were incurred until the same are paid to Lessor.

Section 14: Other

A. <u>Subordination and Attornment</u>

1. This Lease and all of Lessee's rights under this Lease are subject to subordination to all mortgages placed on or effecting the Premises and all renewals, modifications, consolidations, replacements, substitutions, additions and extensions of any of those mortgages and any other mortgage now or in the future affecting the Premises or any interest in the Premises (collectively "Mortgages").
2. In confirmation of this subordination, Lessee promptly shall execute and deliver any subordination agreement that Lessor may request.
3. In the event any proceedings are brought for the foreclosure of any Mortgage, Lessee shall, upon request, attorn to the purchaser or transferee upon foreclosure, and recognize the purchaser or transferee as the Lessor under this Lease to the same extent and effect as the original Lessor.
4. Lessee agrees to execute and deliver upon the request of Lessor, or any purchaser or transferee, any instrument necessary or desirable to evidence this attornment.
5. Lessee waives any right that it may have by law to terminate this Lease or to surrender possession of the Premises by reason of any foreclosure proceeding.

B. <u>Quiet Enjoyment:</u> Lessor covenants that it has the full right and authority to make this Lease and that if Lessee pays the rent and performs all of the terms of this Lease, Lessee shall peaceably and quietly enjoy and possess the Premises throughout the term, subject only to the conditions set forth in this Lease.

C. <u>Successors and Assigns:</u> The conditions, covenants and agreements in this Lease to be kept and performed by Lessor and Lessee shall bind and inure to the benefits of their successors and assigns, subject, however, to the conditions herein. Any assignment of this Lease shall have prior written approval by the Lessor.

D. Personal Property: All trade fixtures, furnishings, equipment and other personal property placed or maintained on the Premises shall be at Lessee's sole risk, and Lessor shall not be liable for any loss or damage to such property from any cause whatsoever.

E. Liability of Lessor: If Lessor fails to perform any of its obligations under this Lease, and, as a consequence of this default, judgment may be satisfied in accordance with law. In no event shall Lessee have the right to levy its execution against any property of Lessor other than its interest in the Property. In the event of the sale or other transfer of Lessor's interest in the Property, Lessor shall be released from all liability and obligations subsequently accruing under this Lease.

F. Waiver: No waiver of any condition or covenant of this Lease by either party shall be deeded to imply or constitute a further waiver of the same or any other condition or covenant, and nothing contained in this Lease shall be construed to be a waiver on the part of Lessor or any right or remedy in law or otherwise.

G. Holding Over: Any holding over beyond the expiration of the term of this Lease when a renewal option has not been exercised or agreed to shall be construed to be a tenancy from month to month at one hundred twenty-five percent (125%) of the base rent of the final month of the Lease as to the terms agreed to herein, and shall otherwise be on the same terms and conditions as provided in this Lease.

H. Environmental Matters: Lessor represents and warrants to Lessee that to the best of Lessor's knowledge as of the date of this Lease, no toxic, explosive or other dangerous materials or hazardous substances have been concealed within, buried beneath or removed from and stored off-site of the Property, and Lessor shall indemnify Lessee against any and all claims, demands, liabilities, losses and expenses, including consultant fees, court costs and reasonable attorneys' fees, arising out of any breach of the foregoing warranty.

I. Surrender: Upon the expiration or earlier termination of this Lease, Lessee shall surrender to Lessor the Premises in good condition and repair, ordinary wear and tear since the last repair required by this Lease, fire and other casualty or governmental takings excepted.

J. Severability: If any provision of this Lease or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted bylaw.

K. Memorandum of Lease: A memorandum of this Lease shall be executed and in recordable form in accordance with the provisions of Section 5301.251 of the Ohio Revised Code.

L. Notices

Lessor:	**Lessee:**
City of Piqua Rick Byron, Interim City Manager 201 W. Water Street Piqua, OH 45356	Thai 9 Store 2, LLC Tony Clark 21 Huffman Ave. Dayton, OH 45403

M. Lessor's Reserved Rights

1. Without abatement or diminution of rent, and in addition to any other rights reserved in this Lease, Lessor reserves the following rights: (a) to change the street address and/or the name of the Building and/or change the arrangement and/or location of any exterior elements of

the Property; (b) to make alterations or improvements to the existing buildings; (c) to use all or part of the roof or exterior walls of the Building; and (d) to install, maintain, use, repair or replace within the Premises or the Building pipes, ducts, wire, conduits and other mechanical equipment serving other parts of the Property.

2. In exercising its rights under this Section, Lessor shall use reasonable efforts not to impair or unreasonably interfere with Lessee' business operations, or to minimize any such interruptions when necessary.

N. Right of Entry: Lessor shall have the right to enter the Premises at any time to examine their condition, to make any repairs and, during the last 6 months of the term, to show the Premises to persons interested in purchasing or leasing the same. Except where it is impractical to do so, Lessor shall give Lessee at least 24-hour notice before any entry.

O. Estoppel Certificate: Within 10 days after any request by Lessor, Lessee shall execute an estoppel certificate to evidence (a) the existence or nonexistence of any default under this Lease by Lessor or Lessee, any amendments to this Lease or prepayments of rentals and (b) such other facts with respect to this Lease as Lessor or any mortgagee may reasonably require.

P. Entire Agreement: This Lease, including all exhibits, contains the entire agreement between the parties and supersedes all prior understandings. No amendments to this Lease shall be valid unless in writing and executed by the party against whom enforcement of the amendment is sought.

Q. Captions: The captions of this Lease are for convenience of reference only and shall not be considered in the construction of any provisions of this Lease.

R. Form and Law: The laws of the State of Ohio and the City of Piqua shall apply to this Lease and any action that result therefrom. Any legal action that is commenced shall be commenced in the courts governing Miami County, Ohio.

S. Parking: The parking available to the Lessee, it's customers, employees and invitees includes on-street and off-street public parking spaces that are available for public use on a first-come, first-served basis at no additional charge to Lessee. Lessor shall not take any action to restrict, charge for, or otherwise limit Lessee's access to parking in a manner that materially and adversely affects Lessee's restaurant operations without Lessee's prior written consent.

This LEASE hereby agreed to an executed this _________ day of _____, 2026 by the duly authorized agents and/or representatives of the City of Piqua and Thai 9 of Piqua, LLC.

By City of Piqua:	By Thai 9 Store 2, LLC
___________________________	___________________________
Rick Byron, Interim City Manager	Tony Clark, Thai 9 Store 2, LLC
___________________________	___________________________
Witness	Witness

EXHIBIT A

Lease Area

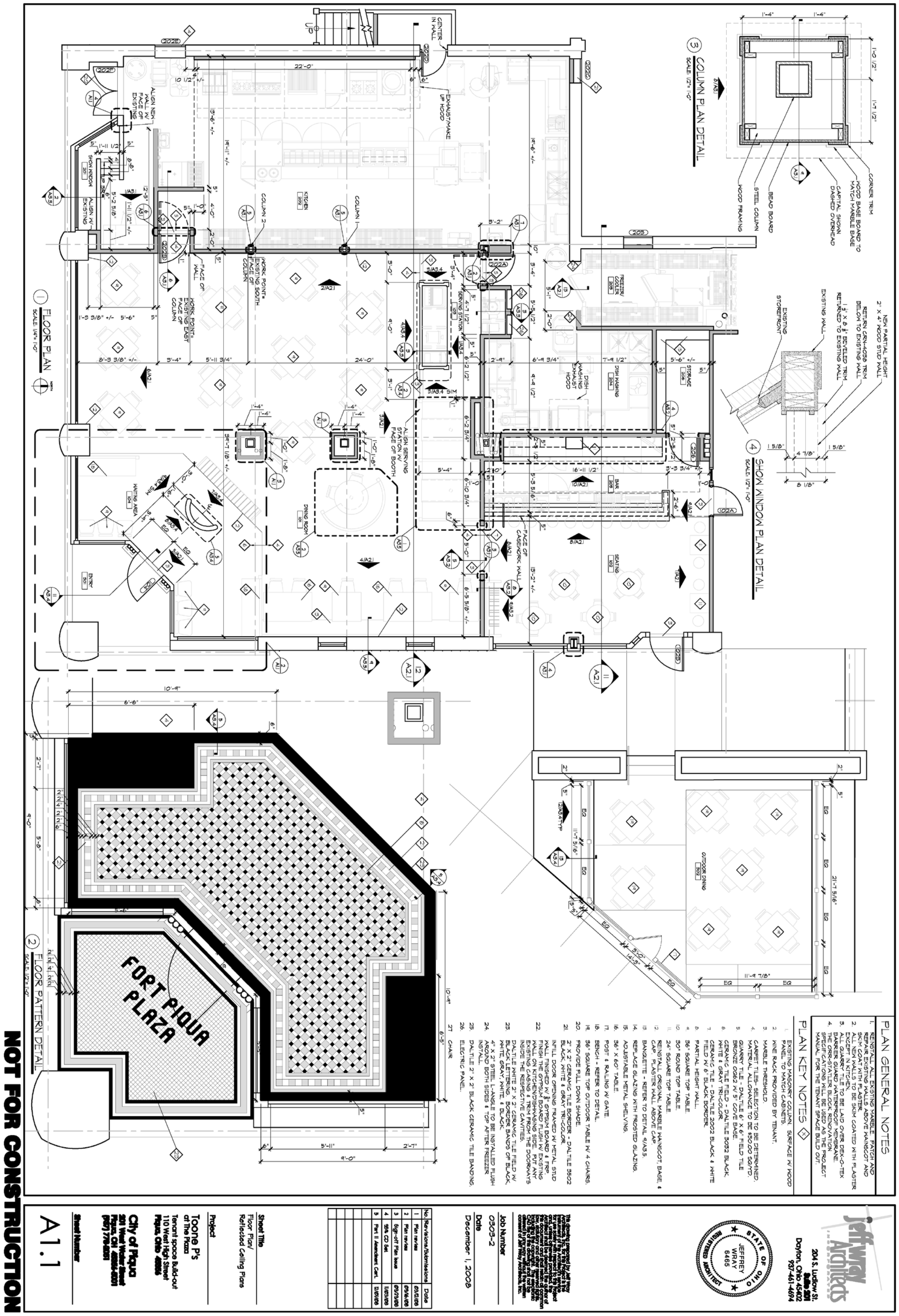

EXHIBIT B

110 W. High Street

Portion of Parcel N44-251370

28

City of PIQUA

COMMISSION AGENDA STAFF REPORT

MEETING DATE	June 16, 2026
REPORT TITLE	**Resolution No. R-79-26** A Resolution Accepting for Statutory Purposes a Budget for the Calendar Year 2027
SUBMITTED BY	Jerry O'Brien, Director Finance
AGENDA CLASSIFICATION	Resolution
BACKGROUND	The city is required to adopt a tax budget and submit it to the County Budget Commission by July 20th of each year for the ensuing year. The tax budget is submitted to the County Budget Commission to demonstrate financial need to the County Budget Commission and to qualify the city to receive property tax collections and local government funding. Passage of the tax budget is necessary for the city to qualify to receive funds.
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted $: $135,240,095 Expenditure $: Source of Funds: Narrative:
ATTACHMENTS	1. Tax Budget Letter to CM 2. 2027 Tax Budget 3. Draft Ordinance

<u>Resolution No. R-79-26</u>

A Resolution Accepting for Statutory Purposes a Budget for the Calendar Year 2027

WHEREAS, Section 5705.18 of the Revised Code requires that this Commission adopt a tax budget for the next succeeding fiscal year; and

WHEREAS, said tax budget, identified as the "2027 County Tax Budget" and incorporated by reference herein, has been presented to this 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: The 2027 County Tax Budget for the City of Piqua, Ohio is hereby accepted as current for all statutory purposes.

SEC. 2: Pursuant to Charter Section 49, receipt of the 2027 draft appropriation ordinance is hereby acknowledged.

SEC. 3: The Clerk of this Commission is hereby authorized and directed to certify a true copy of this Resolution and of the 2027 County Tax Budget to the Miami County Budget Commission.

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

____
JAMES D. VETTER, MAYOR

PASSED: ______________________________

ATTEST: ______________________________
CLERK OF COMMISSION

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

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

Commissioner Philip Wead ____________

City of PIQUA

City of Piqua

201 West Water Street Piqua, Ohio 45356
www.piquaoh.gov

June 16, 2026

Mr. Rick Byron
Interim City Manager

RE: Year 2027 County Tax Budget and Draft Appropriation Ordinance

The 2027 County Tax Budget was prepared based upon information obtained from the individual city departments and city administration.

The total 2027 tax budget is projected to be $135.2 million; a decrease of $46.4 million, or 25.6% less than the latest 2026 estimates. The major reasons for the net $46.4 million decrease are as follows:

		AMOUNTS OF CHANGE YEAR 2027 VERSUS 2026
GENERAL FUNDS		
General Fund		$ 1.6 million increase
Parks Fund		$ 0.4 million increase
	General Funds Total	$ 2.0 million increase
CAPITAL PROJECT FUNDS		
Economic Development Improvements		$ (1.4) million decrease
	Capital Project Funds Total	$ (1.4) million decrease
SPECIAL REVENUE FUNDS		
Safety Fund		$ 1.5 million increase
Street Income Tax		$ (2.4) million decrease
Other Special Revenue Funds		$ (.4) million decrease
	Special Revenue Funds Total	$ (1.3) million decrease
DEBT SERVICE FUNDS		
Shawnee Debt Service		$ (0.0) million increase
	Debt Service Fund Total	$ (0.0) million increase
ENTERPRISE FUNDS		
Electric System		$ (6.0) million decrease
Water System		$ (25.1) million decrease
Wastewater System		$ (13.5) million decrease
Stormwater System		$ (1.1) million decrease
	Enterprise Funds Total	$ (45.7) million decrease
	GRAND TOTAL	**$46.4 million decrease**

If you have any questions, please let me know.

Sincerely,

Jerald O'Brien

Jerald O'Brien, Finance Director

		ACTUAL 2024	ACTUAL 2025	ESTIMATED 2026	PROPOSED 2027
GENERAL FUND					
GENERAL (001)	Balance as of 1/1	$ 11,199,157	$ 12,443,317	$ 12,160,206	$ 9,780,568
	Total Revenues	$ 7,573,377	$ 7,916,084	$ 7,938,984	$ 7,643,237
	Total Expenses	6,329,217	8,199,195	10,318,622	12,287,793
	Balance as of 12/31	$ 12,443,317	$ 12,160,206	$ 9,780,568	$ 5,136,012
NEIGHBORHOOD IMPROV. TEAM (104)	Balance as of 1/1	$ 87,591	$ 95,627	$ 77,588	$ 21,138
	Total Revenues	$ 27,999	$ 37,465	$ 225,000	$ 35,700
	Total Expenses	19,963	55,504	281,450	56,450
	Balance as of 12/31	$ 95,627	$ 77,588	$ 21,138	$ 388
PARK DEPT. (105)	Balance as of 1/1	$ 11,441	$ 97,931	$ 165,939	$ 67,327
	Total Revenues	$ 1,471,845	$ 2,272,467	$ 2,149,160	$ 2,589,305
	Total Expenses	1,385,355	2,204,459	2,247,772	2,603,470
	Balance as of 12/31	$ 97,931	$ 165,939	$ 67,327	$ 53,162
DUI EDUCATIONAL FUND (109)	Balance as of 1/1	$ 11,626	$ 12,121	$ 12,929	$ 129
	Total Revenues	$ 495	$ 809	$ 700	$ 714
	Total Expenses	-	1	13,500	714
	Balance as of 12/31	$ 12,121	$ 12,929	$ 129	$ 129
MAUSOLEUM FUND (110)	Balance as of 1/1	$ 610	$ 1,102	$ 32	$ 32
	Total Revenues	$ 8,400	$ 23,075	$ 39,100	$ 39,100
	Total Expenses	7,908	24,145	39,100	39,100
	Balance as of 12/31	$ 1,102	$ 32	$ 32	$ 32
POLICE AUXILIARY (120)	Balance as of 1/1	$ 1,556	$ 1,556	$ 1,556	$ 1,556
	Total Revenues	$ -	$ -	$ -	$ -
	Total Expenses	-	-	-	-
	Balance as of 12/31	$ 1,556	$ 1,556	$ 1,556	$ 1,556
INCOME TAX (407)	Balance as of 1/1	$ -	$ -	$ -	$ -
	Total Revenues	$ 15,669,093	$ 15,712,553	$ 15,819,000	$ 15,810,992
	Total Expenses	15,669,093	15,712,553	15,819,000	15,810,992
	Balance as of 12/31	$ -	$ -	$ -	$ -
FORT PIQUA PLAZA (410)	Balance as of 1/1	$ 108,252	$ 194,832	$ 90,854	$ 40,359
	Total Revenues	$ 632,851	$ 661,039	$ 733,900	$ 741,978
	Total Expenses	546,271	765,017	784,395	759,260
	Balance as of 12/31	$ 194,832	$ 90,854	$ 40,359	$ 23,077
BUSINESS OFFICE (413)	Balance as of 1/1	$ 2,094	$ 46,786	$ 60,614	$ 56,889
	Total Revenues	$ 44,692	$ 13,828	$ -	$ -
	Total Expenses	-	-	3,725	-
	Balance as of 12/31	$ 46,786	$ 60,614	$ 56,889	$ 56,889
UNCLAIMED TRUST (606)	Balance as of 1/1	$ 7,037	$ 34,292	$ 36,363	$ 34,363
	Total Revenues	$ 27,255	$ 2,071	$ -	$ -
	Total Expenses	-	-	2,000	-
	Balance as of 12/31	$ 34,292	$ 36,363	$ 34,363	$ 34,363
EMPLOYEE FLEXIBLE SPENDING (615)	Balance as of 1/1	$ 15,240	$ 17,329	$ 18,072	$ 18,072
	Total Revenues	$ 2,089	$ 743	$ 10,000	$ 10,000
	Total Expenses	-	-	10,000	10,000
	Balance as of 12/31	$ 17,329	$ 18,072	$ 18,072	$ 18,072
TOTAL GENERAL FUND	Balance as of 1/1	$ 11,444,604	$ 12,944,893	$ 12,624,153	$ 10,020,433
	Total Revenues	$ 25,518,096	$ 26,670,134	$ 26,915,844	$ 26,871,026
	Total Expenses	24,017,807	26,990,874	29,519,564	31,567,779
	Balance as of 12/31	$ 12,944,893	$ 12,624,153	$ 10,020,433	$ 5,323,680
SPECIAL REVENUE FUNDS					
SAFETY (106)	Balance as of 1/1	$ 2,065,904	$ 1,910,766	$ 1,380,880	$ 444,654
	Total Revenues	$ 11,066,327	$ 12,521,969	$ 13,046,275	$ 15,515,195
	Total Expenses	11,221,465	13,051,855	13,982,501	15,515,195
	Balance as of 12/31	$ 1,910,766	$ 1,380,880	$ 444,654	$ 444,654

		ACTUAL 2024	ACTUAL 2025	ESTIMATED 2026	PROPOSED 2027
STREET DEPT. (101)	Balance as of 1/1	$ 7,029,467	$ 8,417,292	$ 8,084,917	$ 4,673,971
	Total Revenues	$ 4,024,085	$ 4,260,369	$ 3,933,026	$ 4,097,986
	Total Expenses	2,636,260	4,592,744	7,343,972	7,397,796
	Balance as of 12/31	$ 8,417,292	$ 8,084,917	$ 4,673,971	$ 1,374,161
STATE HIGHWAY (102)	Balance as of 1/1	$ 92,632	$ 103,352	$ 85,830	$ 88,340
	Total Revenues	$ 100,362	$ 104,224	$ 95,710	$ 97,620
	Total Expenses	89,642	121,746	93,200	93,200
	Balanec as of 12/31	$ 103,352	$ 85,830	$ 88,340	$ 92,760
STREET INCOME TAX (1/4%) (103)	Balance as of 1/1	$ 5,141,565	$ 6,226,008	$ 7,034,051	$ 4,326,042
	Total Revenues	$ 2,190,135	$ 3,992,222	$ 4,823,015	$ 3,484,775
	Total Expenses	1,105,692	3,184,179	7,531,024	5,137,321
	Balance as of 12/31	$ 6,226,008	$ 7,034,051	$ 4,326,042	$ 2,673,496
LOCK 9 LOFTS (108)	Balance as of 1/1	$ -	$ -	$ -	$ -
	Total Revenues	$ -	$ -	$ 102,800	$ 66,800
	Total Expenses	-	-	102,800	66,800
	Balance as of 12/31	$ -	$ -	$ -	$ -
MANDATORY DRUG FINE (111)	Balance as of 1/1	$ 4,495	$ 4,495	$ 4,495	$ 95
	Total Revenues	$ -	$ -	$ -	$ -
	Total Expenses	-	-	4,400	$ -
	Balance as of 12/31	$ 4,495	$ 4,495	95	$ 95
CHIP 2019 (117)	Balance as of 1/1	$ -	$ 10,000	$ 9,679	$ 9,679
	Total Revenues	$ 10,000	$ 13,047	$ 221,066	$ 221,066
	Total Expenses	-	13,368	221,066	221,066
	Balance as of 12/31	$ 10,000	$ 9,679	$ 9,679	$ 9,679
CDBG - CV BLOCK GRANT (118)	Balance as of 1/1	$ -	$ -	$ -	$ -
	Total Revenues	$ 444,655	$ -	$ 148,500	$ 148,500
	Total Expenses	444,655	-	148,500	148,500
	Balance as of 12/31	$ -	$ -	$ -	$ -
CHIP PROGRAM INCOME (119)	Balance as of 1/1	$ 188,421	$ 214,921	$ 131,416	$ 79,306
	Total Revenues	$ 26,500	$ 12,757	$ 9,740	$ 9,880
	Total Expenses	-	96,262	61,850	61,850
	Balance as of 12/31	$ 214,921	$ 131,416	$ 79,306	$ 27,336
DEMOLITION DEFENSE FUND (126)	Balance as of 1/1	$ 138,440	$ 47,016	$ 35,576	$ 35,576
	Total Revenues	$ 47,016	$ -	$ 100,000	$ 100,000
	Total Expenses	138,440	11,440	100,000	100,000
	Balance as of 12/31	$ 47,016	$ 35,576	$ 35,576	$ 35,576
CDBG BLOCK GRANT (122)	Balance as of 1/1	$ -	$ 15,000	$ 12,494	$ 12,494
	Total Revenues	$ 16,208	$ 75,107	$ -	$ -
	Total Expenses	1,208	77,613	-	-
	Balance as of 12/31	$ 15,000	$ 12,494	$ 12,494	$ 12,494
REVOLVING LOAN (130)	Balance as of 1/1	$ 92,266	$ 105,716	$ 132,083	$ 11,193
	Total Revenues	$ 13,450	$ 26,367	$ 9,110	$ 9,291
	Total Expenses	-	-	130,000	-
	Balance as of 12/31	$ 105,716	$ 132,083	$ 11,193	$ 20,484
SCARBROUGH TIF FUND (112)	Balance as of 1/1	$ -	$ -	$ -	$ 39,500
	Total Revenues	$ 39,004	$ 40,051	$ 40,050	$ 40,050
	Total Expenses	39,004	40,051	550	550
	Balance as of 12/31	$ -	$ -	$ 39,500	$ 79,000
ONEOHIO OPIOID SETTLEMENT (113)	Balance as of 1/1	$ 27,522	$ 87,422	$ 119,806	$ 50,856
	Total Revenues	$ 59,900	$ 32,384	$ 50,000	$ 51,000
	Total Expenses	-	-	118,950	51,000
	Balance as of 12/31	$ 87,422	$ 119,806	$ 50,856	$ 50,856
CANNABIS FUND (115)	Balance as of 1/1	$ -	$ -	$ -	$ 84,000
	Total Revenues	$ -	$ 471,038	$ 500,000	$ 250,000
	Total Expenses	-	471,038	416,000	250,000
	Balance as of 12/31	$ -	$ -	$ 84,000	$ 84,000
ECONOMIC DEVELOPMENT DEPARTMENT (135)	Balance as of 1/1	$ 4,535	$ 34,927	$ 13,637	$ 7,716
	Total Revenues	$ 30,392	$ 2,053	$ -	$ -
	Total Expenses	-	23,343	5,921	-
	Balance as of 12/31	$ 34,927	$ 13,637	$ 7,716	$ 7,716

		ACTUAL 2024	ACTUAL 2025	ESTIMATED 2026	PROPOSED 2027
AGRICULTURAL REVOLVING LOAN (142)	Balance as of 1/1	$ 120,778	$ 79,771	$ 82,883	$ 47,612
	Total Revenues	$ 5,309	$ 4,595	$ 42,729	$ 43,584
	Total Expenses	46,316	1,483	78,000	-
	Balance as of 12/31	$ 79,771	$ 82,883	$ 47,612	$ 91,196
ECONOMIC DEVELOPMENT REVOLVING LOAN (144)	Balance as of 1/1	$ 835,433	$ 43,566	$ 60,778	$ 407,865
	Total Revenues	$ 15,006	$ 17,212	$ 417,087	$ 19,779
	Total Expenses	806,873	-	70,000	-
	Balance as of 12/31	$ 43,566	$ 60,778	$ 407,865	$ 427,644
LAW ENFORCEMENT TRUST (609)	Balance as of 1/1	$ 142,027	$ 176,501	$ 198,569	$ 146,569
	Total Revenues	$ 34,474	$ 22,068	$ -	$ -
	Total Expenses	-	-	52,000	52,000
	Balance as of 12/31	$ 176,501	$ 198,569	$ 146,569	$ 94,569
CONSERVANCY (611)	Balance as of 1/1	$ 59,365	$ 59,533	$ 53,818	$ 2,168
	Total Revenues	$ 53,419	$ 96,628	$ 55,000	$ 105,000
	Total Expenses	53,251	102,343	106,650	105,000
	Balance as of 12/31	$ 59,533	$ 53,818	$ 2,168	$ 2,168
TOTAL SPECIAL REVENUE FUNDS	Balance as of 1/1	$ 16,102,414	$ 17,653,926	$ 17,445,545	$ 10,467,636
	Total Revenues	$ 18,176,242	$ 21,692,091	$ 23,594,108	$ 24,260,526
	Total Expenses	16,624,730	21,900,472	30,572,017	29,200,278
	Balance as of 12/31	$ 17,653,926	$ 17,445,545	$ 10,467,636	$ 5,527,884
CAPITAL PROJECT FUNDS					
LOCK 9 IMPROVEMENTS (342)	Balance as of 1/1	$ 1,475,690	$ 1,079,024	$ 77,105	$ 65,105
	Total Revenues	$ 638,503	$ 523,868	$ 167,835	$ 182,000
	Total Expenses	1,035,169	1,525,787	179,835	182,000
	Balance as of 12/31	$ 1,079,024	$ 77,105	$ 65,105	$ 65,105
SCOTT DRIVE REDEVELOPMENT (343)	Balance as of 1/1	$ -	$ 157,510	$ -	$ -
	Total Revenues	$ 3,482,634	$ 539,420	$ -	$ -
	Total Expenses	3,325,124	696,930	-	-
	Balance as of 12/31	$ 157,510	$ -	$ -	$ -
FIRE DEPARTMENT LADDER TRUCK (344)	Balance as of 1/1	$ -	$ -	$ -	$ 300,000
	Total Revenues		$ 300,000	$ 300,000	$ 300,000
	Total Expenses	-	300,000	-	-
	Balance as of 12/31	$ -	$ -	$ 300,000	$ 600,000
CITY FACILITIES IMPROVEMENTS (345)	Balance as of 1/1	$ -	$ -	$ 714,007	$ 843,174
	Total Revenues		$ 3,747,047	$ 129,167	$ -
	Total Expenses	-	3,033,040	-	-
	Balance as of 12/31	$ -	$ 714,007	$ 843,174	$ 843,174
ED IMPROVEMENTS (346)	Balance as of 1/1	$ -	$ -	$ -	$ -
	Total Revenues	$ -	$ -	$ 1,416,096	$ -
	Total Expenses	-	-	1,416,096	-
	Balance as of 12/31	$ -	$ -	$ -	$ -
TOTAL CAPITAL PROJECT FUNDS	Balance as of 1/1	$ 1,475,690	$ 1,236,534	$ 791,112	$ 1,208,279
	Total Revenues	$ 4,121,137	$ 5,110,335	$ 2,013,098	$ 482,000
	Total Expenses	4,360,293	5,555,757	1,595,931	182,000
	Balance as of 12/31	$ 1,236,534	$ 791,112	$ 1,208,279	$ 1,508,279
FIDUCIARY FUNDS					
PRIVATE-PURPOSE CENTENNIAL TRUST (612)	Balance as of 1/1	$ 489	$ 500	$ 519	$ 534
	Total Revenues	$ 12	$ 27	$ 15	$ -
	Total Expenses	1	8	-	-
	Balance as of 12/31	$ 500	$ 519	$ 534	$ 534
TOTAL FIDUCIARY FUNDS	Balance as of 1/1	$ 489	$ 500	$ 519	$ 534
	Total Revenues	$ 12	$ 27	$ 15	$ 15
	Total Expenses	1	8	-	-
	Balance as of 12/31	$ 500	$ 519	$ 534	$ 549
INTERNAL SERVICE FUNDS					
INFORMATION TECHNOLOGY (408)	Balance as of 1/1	$ 191,114	$ 264,217	$ 277,667	$ 115,956
	Total Revenues	$ 1,089,827	$ 1,311,903	$ 1,308,000	$ 1,334,702
	Total Expenses	1,016,724	1,298,453	1,469,711	1,450,658
	Balance as of 12/31	$ 264,217	$ 277,667	$ 115,956	$ -

			ACTUAL 2024		ACTUAL 2025		ESTIMATED 2026		PROPOSED 2027
LIABILITY INSURANCE RESERVE (125)	Balance as of 1/1	$	191,596	$	177,624	$	254,953	$	254,953
	Total Revenues	$	443,002	$	527,375	$	686,797	$	686,797
	Total Expenses		456,974		450,046		686,797		686,797
	Balance as of 12/31	$	177,624	$	254,953	$	254,953	$	254,953
WORKMAN'S COMP. RESERVE (124)	Balance as of 1/1	$	1,421,646	$	1,087,384	$	964,070	$	764,070
	Total Revenues	$	-	$	59,792	$	50,000	$	50,000
	Total Expenses		334,262		183,106		250,000		250,000
	Balance as of 12/31	$	1,087,384	$	964,070	$	764,070	$	564,070
HEALTH CARE PLAN (614)	Balance as of 1/1	$	1,389,401	$	1,187,272	$	1,762,028	$	1,762,028
	Total Revenues	$	-	$	2,833,196	$	3,073,182	$	3,073,182
	Total Expenses		202,129		2,258,440		3,073,182		3,073,182
	Balance as of 12/31	$	1,187,272	$	1,762,028	$	1,762,028	$	1,762,028
TOTAL INTERNAL SERVICE FUNDS	Balance as of 1/1	$	3,193,757	$	2,716,497	$	3,258,718	$	2,897,007
	Total Revenues	$	1,532,829	$	4,732,266	$	5,117,979	$	5,144,681
	Total Expenses		2,010,089		4,190,045		5,479,690		5,460,637
	Balance as of 12/31	$	2,716,497	$	3,258,718	$	2,897,007	$	2,581,051
DEBT SERVICE FUNDS									
SPECIAL ASSESSMENT (202)	Balance as of 1/1	$	410,467	$	425,813	$	442,422	$	442,422
	Total Revenues	$	15,346	$	25,330	$	-	$	-
	Total Expenses		-		8,721		-		-
	Balance as of 12/31	$	425,813	$	442,422	$	442,422	$	442,422
NONTAX REVENUE BONDS '23 DEBT SERVICE (263)	Balance as of 1/1	$	297,178	$	249,961	$	256,451	$	26,746
	Total Revenues	$	1,802,200	$	162,445	$	8,391	$	238,461
	Total Expenses		1,849,417		155,955		238,096		238,461
	Balance as of 12/31	$	249,961	$	256,451	$	26,746	$	26,746
CAPITAL IMPROVEMENT BONDS DEBT SERVICE (264)	Balance as of 1/1	$	-	$	-	$	-	$	-
	Total Revenues			$	297,374	$	240,075	$	239,850
	Total Expenses		-		297,374		240,075		239,850
	Balance as of 12/31	$	-	$	-	$	-	$	-
WASTEWATER PUMP STATIONS DEBT SERVICE (210)	Balance as of 1/1	$	16,709	$	16,709	$	16,709	$	16,709
	Total Revenues	$	33,419	$	33,419	$	33,419	$	33,419
	Total Expenses		33,419		33,419		33,419		33,419
	Balance as of 12/31	$	16,709	$	16,709	$	16,709	$	16,709
SHAWNEE STROMWATER DEBT SERVICE 2017 (261)	Balance as of 1/1	$	1,639	$	1,639	$	-	$	-
	Total Revenues	$	3,277	$	78,656	$	-	$	-
	Total Expenses		3,277		80,295		-		-
	Balance as of 12/31	$	1,639	$	-	$	-	$	-
WATER OFFSITE PIPELINES DEBT SERVICE 2005 (250)	Balance as of 1/1	$	-	$	-	$	-	$	-
	Total Revenues	$	184,125	$	184,125	$	184,126	$	184,126
	Total Expenses		184,125		184,125		184,126		184,126
	Balance as of 12/31	$	-	$	-	$	-	$	-
OWDA 08 EQUALIZATION BASIN DEBT SERVICE (254)	Balance as of 1/1	$	-	$	-	$	-	$	-
	Total Revenues	$	295,245	$	296,548	$	297,897	$	299,293
	Total Expenses		295,245		296,548		297,897		299,293
	Balance as of 12/31	$	-	$	-	$	-	$	-
WATER PLANT OWDA DEBT SERVICE (256)	Balance as of 1/1	$	-	$	-	$	-	$	-
	Total Revenues	$	2,303,439	$	2,303,439	$	2,303,440	$	2,303,439
	Total Expenses	$	2,303,439	$	2,303,439	$	2,303,440		2,303,439
	Balance as of 12/31	$	-	$	-	$	-	$	-

		ACTUAL 2024	ACTUAL 2025	ESTIMATED 2026	PROPOSED 2027
WASTEWATER PLANT ENGINEERING DEBT SERVICE (257)	Balance as of 1/1	$ -	$ -	$ -	$ -
	Total Revenues	$ 2,233,449	$ 2,233,449	$ 2,233,450	$ 2,233,450
	Total Expenses	$ 2,233,449	$ 2,233,449	$ 2,233,450	2,233,450
	Balance as of 12/31	$ -	$ -	$ -	$ -
WATER TOWER DEBT SERVICE (258)	Balance as of 1/1	$ -	$ -	$ -	$ -
	Total Revenues	$ 177,568	$ 177,568	$ 177,569	$ 177,569
	Total Expenses	$ 177,568	$ 177,568	$ 177,569	177,569
	Balance as of 12/31	$ -	$ -	$ -	$ -
TOTAL DEBT SERVICE FUNDS	Balance as of 1/1	$ 725,993	$ 694,122	$ 715,582	$ 485,877
	Total Revenues	$ 7,048,068	$ 5,792,353	$ 5,478,367	$ 5,709,607
	Total Expenses	$ 7,079,939	$ 5,770,893	$ 5,708,072	5,709,607
	Balance as of 12/31	$ 694,122	$ 715,582	$ 485,877	$ 485,877
ENTERPRISE FUNDS					
ELECTRIC SYSTEM (401)	Balance as of 1/1	$ 3,521,924	$ 8,099,296	$ 7,360,793	$ 4,641,886
	Total Revenues	$ 33,157,505	$ 37,737,383	$ 42,561,534	$ 36,440,900
	Total Expenses	28,580,133	38,475,886	45,280,441	39,329,187
	Balance as of 12/31	$ 8,099,296	$ 7,360,793	$ 4,641,886	$ 1,753,599
WATER SYSTEM (403)	Balance as of 1/1	$ 9,931,403	$ 10,277,759	$ 8,583,887	$ 3,076,920
	Total Revenues	$ 8,273,148	$ 9,250,987	$ 30,170,951	$ 8,942,898
	Total Expenses	7,926,792	10,944,859	35,677,918	10,620,810
	Balance as of 12/31	$ 10,277,759	$ 8,583,887	$ 3,076,920	$ 1,399,008
WASTEWATER SYS. (404)	Balance as of 1/1	$ 7,828,959	$ 10,696,935	$ 12,219,428	$ 10,704,769
	Total Revenues	$ 7,276,391	$ 8,066,447	$ 19,285,011	$ 7,402,368
	Total Expenses	4,408,415	6,543,954	20,799,670	7,254,358
	Balance as of 12/31	$ 10,696,935	$ 12,219,428	$ 10,704,769	$ 10,852,779
REFUSE (405)	Balance as of 1/1	$ 2,461,021	$ 2,965,233	$ 4,105,554	$ 3,858,034
	Total Revenues	$ 2,459,600	$ 3,773,511	$ 2,890,869	$ 2,948,686
	Total Expenses	1,955,388	2,633,190	3,138,389	3,138,389
	Balance as of 12/31	$ 2,965,233	$ 4,105,554	$ 3,858,034	$ 3,668,331
GOLF COURSE (409)	Balance as of 1/1	$ 124,573	$ 250,133	$ 419,134	$ 235,662
	Total Revenues	$ 1,141,321	$ 1,234,048	$ 1,205,800	$ 1,229,916
	Total Expenses	1,015,761	1,065,047	1,389,272	1,397,272
	Balance as of 12/31	$ 250,133	$ 419,134	$ 235,662	$ 68,306
STORM WATER UTILITY (411)	Balance as of 1/1	$1,869,826	$ 2,625,830	$ 3,122,355	$ 2,007,541
	Total Revenues	$ 1,395,787	$ 1,971,591	$ 1,366,149	$ 1,423,772
	Total Expenses	639,783	1,475,066	2,480,963	1,379,778
	Balance as of 12/31	$ 2,625,830	$ 3,122,355	$ 2,007,541	$ 2,051,535
TOTAL ENTERPRISE FUNDS	Balance as of 1/1	$25,737,706	$ 34,915,186	$ 35,811,151	$ 24,524,812
	Total Revenues	$ 53,703,752	$ 62,033,967	$ 97,480,314	$ 58,388,540
	Total Expenses	44,526,272	61,138,002	108,766,653	63,119,794
	Balance as of 12/31	$ 34,915,186	$ 35,811,151	$ 24,524,812	$ 19,793,558
GRAND TOTAL ALL FUNDS	Balance as of 1/1	$58,680,653	$ 70,161,658	$ 70,646,780	$ 49,604,578
	Total Revenues	$ 110,100,136	$ 126,031,173	$ 160,599,725	$ 120,856,395
	Total Expenses	98,619,131	125,546,051	181,641,927	135,240,095
	Balance as of 12/31	$ 70,161,658	$ 70,646,780	$ 49,604,578	$ 35,220,878

		ACTUAL 2024	ACTUAL 2025	ESTIMATED 2026	PROPOSED 2027
		ACTUAL 2024	ACTUAL 2025	ESTIMATED 2026	PROPOSED 2027
OPERATING FUNDS					
TOTAL GENERAL FUND	Balance as of 1/1	$11,444,604	$ 12,944,893	$ 12,624,153	$ 10,020,433
	Total Revenues	$ 25,518,096	$ 26,670,134	$ 26,915,844	$ 26,871,026
	Total Expenses	24,017,807	26,990,874	29,519,564	31,567,779
	Balance as of 12/31	$ 12,944,893	$ 12,624,153	$ 10,020,433	$ 5,323,680
TOTAL ENTERPRISE FUNDS	Balance as of 1/1	$25,737,706	$ 34,915,186	$ 35,811,151	$ 24,524,812
	Total Revenues	$ 53,703,752	$ 62,033,967	$ 97,480,314	$ 58,388,540
	Total Expenses	44,526,272	61,138,002	108,766,653	63,119,794
	Balance as of 12/31	$ 34,915,186	$ 35,811,151	$ 24,524,812	$ 19,793,558
TOTAL OPERATING FUNDS (GENERAL PLUS ENTERPRISE)	Balance as of 1/1	$ 37,182,310	$ 47,860,079	$ 48,435,304	$ 34,545,245
	Total Revenues	$ 79,221,848	$ 88,704,101	$ 124,396,158	$ 85,259,566
	Total Expenses	68,544,079	88,128,876	138,286,217	94,687,573
	Balance as of 12/31	$ 47,860,079	$ 48,435,304	$ 34,545,245	$ 25,117,238
TOTAL SPECIAL REVENUE FUNDS	Balance as of 1/1	$ 16,102,414	$ 17,653,926	$ 17,445,545	$ 10,467,636
	Total Revenues	$ 18,176,242	$ 21,692,091	$ 23,594,108	$ 24,260,526
	Total Expenses	16,624,730	21,900,472	30,572,017	29,200,278
	Balance as of 12/31	$ 17,653,926	$ 17,445,545	$ 10,467,636	$ 5,527,884
TOTAL INTERNAL SERVICE FUNDS	Balance as of 1/1	$ 3,193,757	$ 2,716,497	$ 3,258,718	$ 2,897,007
	Total Revenues	$ 1,532,829	$ 4,732,266	$ 5,117,979	$ 5,144,681
	Total Expenses	2,010,089	4,190,045	5,479,690	5,460,637
	Balance as of 12/31	$ 2,716,497	$ 3,258,718	$ 2,897,007	$ 2,581,051
TOTAL FIDUCIARY FUNDS	Balance as of 1/1	$ 489	$ 500	$ 519	$ 534
	Total Revenues	$ 12	$ 27	$ 15	$ 15
	Total Expenses	1	8	-	-
	Balance as of 12/31	$ 500	$ 519	$ 534	$ 549
TOTAL CAPITAL PROJECT FUNDS	Balance as of 1/1	$ 1,475,690	$ 1,236,534	$ 791,112	$ 1,208,279
	Total Revenues	$ 4,121,137	$ 5,110,335	$ 2,013,098	$ 482,000
	Total Expenses	4,360,293	5,555,757	1,595,931	182,000
	Balance as of 12/31	$ 1,236,534	$ 791,112	$ 1,208,279	$ 1,508,279
TOTAL DEBT SERVICE FUNDS	Balance as of 1/1	$ 725,993	$ 694,122	$ 715,582	$ 485,877
	Total Revenues	$ 7,048,068	$ 5,792,353	$ 5,478,367	$ 5,709,607
	Total Expenses	7,079,939	5,770,893	5,708,072	5,709,607
	Balance as of 12/31	$ 694,122	$ 715,582	$ 485,877	$ 485,877
GRAND TOTAL ALL FUNDS	Balance as of 1/1	$ 58,680,653	$ 70,161,658	$ 70,646,780	$ 49,604,578
	Total Revenues	$ 110,100,136	$ 126,031,173	$ 160,599,725	$ 120,856,395
	Total Expenses	$ 98,619,131	$ 125,546,051	$ 181,641,927	$ 135,240,095
	Balance as of 12/31	$ 70,161,658	$ 70,646,780	$ 49,604,578	$ 35,220,878
		$ 110,100,136	$ 126,031,173	$ 160,599,725	$ 120,856,395
		$ 98,619,131	$ 125,546,051	$ 181,641,927	$ 135,240,095

A DRAFT ORDINANCE TO MAKE APPROPRIATIONS FOR THE CITY OF PIQUA FOR THE CALENDAR YEAR 2027

WHEREAS, Section 49 of the Piqua Charter requires the submission of a draft appropriation ordinance at this time;

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

SEC. 1: There be appropriated from the City funds as follows:

	PROPOSED 2027
GENERAL FUND (001)	$12,287,793
NEIGHBORHOOD IMPROVEMENT TEAM (104)	56,450
PARKS DEPARTMENT (105)	2,603,470
MAUSOLEUM FUND (110)	39,100
INCOME TAX (407)	15,810,992
DUI EDUCATIONAL FUND (109)	714
FORT PIQUA PLAZA (410)	759,260
FLEXIBLE SPENDING (615)	10,000
SAFETY (106)	15,515,195
STREET DEPARTMENT (101)	7,397,796
STATE HIGHWAY (102)	93,200
STREET 1/4% INCOME TAX (103)	5,137321
LOCK 9 LOFTS (108)	66,800
CANNABIS FUND (115)	250,000
CHIP 2019 (117)	221,066
CDBG – CV BLOCK GRANT (118)	148,500
CHIP PROGRAM INCOME (119)	61,850
DEMOLITION DEFENSE FUND (126)	100,000
SCARBROUGH TIF FUND (112)	550
LOCK 9 IMPROVEMENTS (342)	182,000
ONEOHIO OPIOID SETTLEMENT (113)	51,000
LAW ENFORCEMENT TRUST (609)	52,000
CONSERVANCY (611)	105,000
INFORMATION TECHNOLOGY (408)	1,450,658
LIABILITY INSURANCE RESERVE (125)	686,797
WORKMAN’S COMP. RESERVE (124)	250,000
HEALTH CARE PLAN (614)	3,073,182
NONTAX REVENUE BONDS ’23 DEBT SERVICE (263)	238,461
CAPITAL IMPROVEMENT BONDS DEBT SERVICE (264)	239,850
WASTEWATER PUMP STATIONS DEBT SERVICE (210)	33,419
WATER OFFSITE PIPELINES DEBT SERVICE (250)	184,126
OWDA ’08 EQUALIZATION BASIN DEBT SERVICE (254)	299,293
WATER PLANT OWDA DEBT SERVICE (256)	2,303,439
WASTEWATER PLANT DEBT SERVICE (257)	2,233,450
WATER TOWER DEBT SERVICE (258)	177,569

	PROPOSED 2027
ELECTRIC SYSTEM (401)	39,329,187
WATER SYSTEM (403)	10,620,810
WASTEWATER SYSTEM (404)	7,254,358
REFUSE (405)	3,138,389
GOLF COURSE (409)	1,397,272
STORM WATER UTILITY (411)	1,379,778

SEC. 2: That 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 re-appropriated for such original purposes; provided, that the net total of expenditures under any item of said appropriation shall not exceed the amount of the item.

SEC. 3: That the Director of Finance is hereby authorized and directed to draw his 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 2027 when passed and legally contracted for in conformity by law.

SEC. 4: That all ordinances, or parts of ordinances, inconsistent with this ordinance be and they are hereby repealed.

SEC. 5: That this ordinance shall take effect and be in force from and after passage.

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JAMES D. VETTER, MAYOR

PASSED:_______________________

ATTEST:_______________________
KIMBERLY HUGHES
CLERK OF COMMISSION